

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

FRANZ HAAS GmbH/srl,
Plaintiff,
v.
WINEBOW, INC,
Defendant.

Case No. 2:25-CV-05766-JLS

**ORDER GRANTING IN PART AND
DENYING IN PART MOTION TO
DISMISS FOR FAILURE TO STATE
A CLAIM**

Before the Court is Defendant's Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). (Mot., Doc. 25.)¹ Plaintiff opposed, and Defendant replied. (Opp., Doc. 27; Reply, Doc. 28.) The matter was taken under submission on July 7, 2026, and, for the reasons set forth herein, the Court GRANTS IN PART AND DENIES IN PART the Motion to Dismiss.

I. BACKGROUND

This case arises out of a long-standing dispute between an Italian wine maker and its importer and domestic distributor, Defendant Winebow, Inc. It implicates the Court's dispositions of two previous cases arising out of the same dispute, and an appeal taken as to one of those two dispositions. In the present action, the winemaker, Plaintiff Franz Haas

¹ The Court cites to Defendant's Memorandum in Support of the Motion to Dismiss as "Mot." The Court's pinpoint citations to the record are to the docket entry number and internal page number assigned by the CM/ECF docketing system.

GmbH/srl, has asserted claims based upon a foreign Arbitration Award issued by the Italian Arbitration Panel (“Arbitration Award”).

In the first of the two related cases, filed on May 28, 2024, *Franz Haas GmbH/srl v. Winebow Inc.*, 2:24-cv-04431-JLS-SK (C.D. Cal.), Plaintiff asserted claims based on, *inter alia*, intentional interference with contractual relations, intentional interference with prospective economic advantage, and trademark infringement. On September 24, 2024, the Court dismissed Plaintiff’s claims, but it did so without prejudice to allow Plaintiff to seek confirmation of the foreign Arbitration Award in conformity with The Convention on the Recognition and Enforcement of Foreign Arbitral Awards. *See* 9 U.S.C. §§ 201-208 (“the New York Convention”).

In response to the Court’s dismissal Order, Plaintiff initiated the second related case by filing its Petition to Confirm, Recognize, and Enforce Foreign Arbitration Award. *See Franz Haas GmbH/srl v. Winebow Inc.*, 2:24-cv-10146-JLS-AJR (C.D. Cal., Nov. 25, 2024 (Doc. 1)). On June 27, 2025, the Court confirmed the Arbitration Award and entered it as a final judgment, and Defendant filed a timely appeal. (*Id.*, Docs. 44-45.) On March 26, 2026, the Ninth Circuit affirmed the Court’s confirmation of the award. (*Id.*, Doc. 49.)

The present case was filed while the appeal was pending, and it was, for a time, stayed pending the appeal. On May 7, 2026, the Court lifted the stay. (Doc. 35.) The Court now considers whether any of Plaintiff’s claims should be dismissed for failure to state a claim upon which relief can be granted.

II. LEGAL STANDARD

In deciding a motion to dismiss under Rule 12(b)(6), courts must accept as true all “well-pleaded factual allegations” in a complaint. *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009). Furthermore, courts must draw all reasonable inferences in the light most favorable to the non-moving party. *See Daniels-Hall v. Nat’l Educ. Ass’n*, 629 F.3d 992, 998 (9th Cir. 2010). However, “courts ‘are not bound to accept as true a legal conclusion couched as a factual allegation.’” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). The

complaint must contain “sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 570). “A claim has facial plausibility when the pleaded factual content allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (citing *Twombly*, 550 U.S. at 556). Although a complaint “does not need detailed factual allegations,” the “[f]actual allegations must be enough to raise a right to relief above the speculative level[.]” *Twombly*, 550 U.S. at 555. Thus, a complaint must (1) “contain sufficient allegations of underlying facts to give fair notice and to enable the opposing party to defend itself effectively[.]” and (2) “plausibly suggest an entitlement to relief, such that it is not unfair to require the opposing party to be subjected to the expense of discovery and continued litigation.” *Starr v. Baca*, 652 F.3d 1202, 1216 (9th Cir. 2011).

III. FIRST AMENDED COMPLAINT

A. Claims Asserted and Relief Sought

The First Amended Complaint (“FAC”) is the operative complaint. (Doc. 23.) It asserts two state-law tortious interference claims and two Lanham Act claims. Specifically, the causes of action here are (1) intentional interference with contractual relations; (2) intentional interference with prospective business advantage; (3) false advertising in violation of the Lanham Act; and (4) trademark infringement in violation of the Lanham Act.² (*Id.* at 13-20.)

As to the tortious interference claims, Plaintiff seeks injunctive relief, economic damages, special damages, and punitive damages. (*Id.* at 21.) And as to the Lanham Act claims, Plaintiff seeks injunctive relief, an accounting, disgorgement of profits, compensatory damages, and attorneys’ fees. (*Id.*)

² Plaintiff erroneously identifies the applicable provisions of the Lanham Act. (See FAC, Doc. 23 at 1 & 19-20.) Claims for false advertising arise under 15 U.S.C. § 1125(a)(1) and claims for infringement of a registered trademark arise under 15 U.S.C. § 1114(1).

B. Factual Allegations

Plaintiff's specific factual allegations must be viewed in the context of certain industry norms that it also alleges. (*See* FAC, Doc. 23 at 4-5.) Specifically, Plaintiff describes the "complex web of state and federal regulatory requirements" that governs "[t]he sale and distribution of wine and spirits." (*Id.* at 4 (describing a "Three Tier System").) Specifically, "the three-tier system is simple in theory: manufacturers provide alcoholic products to wholesalers, who distribute the products to retailers, who sell to the consumers. No one entity can be involved in more than one tier under most state models and each tier is regulated and licensed separately." (*Id.* (cleaned up).) In a case such as that presented here, where the distribution involves a foreign wine or spirits, a fourth tier is added in that every state requires a foreign producer to appoint an importer who becomes responsible for ensuring compliance with importation regulations and with the collection of state and federal excise taxes. (*Id.* at 4-5.)

Before the parties' dispute arose, their relationship was governed by two agreements. The first is the Supply Agreement for Import and Subsequent Distribution ("Supply Agreement"), which designated Defendant, beginning in 2006, as the exclusive United States distributor of Plaintiff's wines bearing the trademark "Kris". (*Id.* at 5.) After five years, the Supply Agreement was renewed for two additional five-year terms, and remained in force until 2021. (*Id.*)

The second agreement, the "Private Deed," assigned to Defendant a 49% interest in two of Plaintiff's trademarks for Kris wines. (*Id.*) The trademark agreement contemplated that this assignment would remain in force through the end of the year in which Defendant purchased more than 80,000 cases of wine. (*Id.*) As part of its distribution efforts, Defendant developed a network to distribute Kris wines, created marketing materials, and maintained the Kris-brand website and the Kris-brand social media accounts. (*Id.*)

According to Plaintiff, relations between the parties soured in August 2021, when Plaintiff discovered that Defendant had encumbered its 49% interest in the Kris trademarks

to numerous financial institutions without Plaintiff's knowledge and consent. (*Id.* at 6.) The Supply Agreement was up for renewal in October 2021, but Plaintiff declined to renew it and instead sent Defendant a notice of termination on April 19, 2021. (*Id.*)

Defendant objected, and the matter was submitted to arbitration in Italy. (*Id.* at 7 & 10-11.) As discussed previously, the Arbitration Award was eventually confirmed by this Court, and that confirmation was affirmed by the Ninth Circuit. An English translation of the Arbitration Award is found in the record of the related case. *See Franz Haas GmbH/srl*, 2:24-cv-10146-JLS-AJR (C.D. Cal., Feb. 20, 2025 (Doc. 22-9).) Entered on June 27, 2023, as to the relief granted, it provides:

12. Operative Provisions

According to the above-mentioned observations, the Arbitral Tribunal [i] Accepts the question . . . of Franz Haas s.r.l. and declares the Contract between the Parties dissolved on the 24th of October 2021. Consequently[,] the Tribunal orders Winebow Inc. to return all the marketing and advertising material related to the wine labelled with the Trademark and each other related document that was given to Winebow by Franz Haas s.r.l.; (ii) make sure that the already ordered Products that are either in the US storehouses or in the Italian storehouses are entirely sold on the Territory via the distribution channels that have been used so far or different ones but with the same standard, and (iii) ***cease to introduce themselves as Franz Haas s.r.l. exclusive importer once the products are totally sold.***

(*Id.*, Doc. 22-9 at 113-14 (emphasis added).)

Notably, the Arbitral Tribunal declined to award damages, stating that it would not

order Winebow Inc., according to the Part. 278 c.p.c (Italian code of civil proceedings) to compensate every damage, burden and cost that Franz Haas S.r.l. might suffer from or bear due to said claims, requests or rights claimed and/or addressed towards Franz Haas S.r.l. with regard to the ending of the Supply Contract; the Tribunal deems, in fact, in the light of the ascertained facts and the arguments filed by the Parties, not to be able to issue an enforcement ban towards [Winebow] nor to have gathered sufficient elements to judge in advance whether some possible, not yet expressed demands from [Winebow] towards [Franz Haas S.r.l.] arising from the termination of the Contract are well founded or not.

(*Id.* at 114.)

Plaintiff alleges that Defendant has engaged in actions that are inconsistent with the Arbitration Award, both before and after its issuance. (*See* FAC, Doc. 2 at 5-23.) For example, on November 1, 2021, Defendant contacted US Wine West (“UWW”), an importer that Plaintiff sought to establish as Defendant’s replacement. (*Id.* at 6-7.) Defendant represented it was Plaintiff’s “exclusive importer,” accused UWW of interfering with the Supply Agreement, and threatened legal action against UWW. (*Id.*) This resulted in a delay in Plaintiff’s engagement of a new importer for Kris-branded wine, and the new importer required that Plaintiff deposit funds for it in an escrow account to pay for counsel to assess the potential that Defendant could successfully assert a claim against it if it did business with Plaintiff. (*Id.* at 7.)

Plaintiff also alleges that before February 2024, Defendant “refus[ed] to relinquish distribution in certain ‘franchise’ states, which allow only a single distributor for each supplier. (*See id.* (identifying 22 states as “franchise” states) & *id.* at 9 (identifying those states in which Defendant continued distribution until February 2024).) According to Plaintiff, this was intentional on Defendant’s part, as Defendant understood that about half of all sales deals were brokered nationally (i.e., were “national accounts”), and that the buyers in most such deals generally required a distributor that could meet their needs in every state. (*Id.* at 8.)

Plaintiff alleges that Defendant did not follow an industry custom of facilitating the transfer of inventory to a new distributor on a trade basis and instead required cash purchases that Defendant understood would likely not be accepted by a new distributor. (*Id.*)

Plaintiff also alleges that while the arbitration was pending, Defendant continued to represent it was the exclusive distributor and importer of Kris-brand wines. (*Id.*) Plaintiff alleges that during the same time period, Defendant refused to relinquish its 49% interest in the trademark even though Defendant had not met the minimum purchase of 80,000 cases

of wine in any year after 2021. (*Id.* at 9.) Moreover, Defendant continues to refuse to turn over marketing materials or social media accounts to Plaintiff. (*Id.*)

Defendant continued to represent it had exclusive distribution rights while also making no effort to market or grow the brand. (*Id.*) These actions harmed Plaintiff because it was unable to retain national accounts, including Walmart, Sam’s Club, and Olive Garden, thereby resulting in lost sales (and profits). (*Id.* at 10 & 16-17.) Once lost, such national accounts are difficult to re-acquire. (*Id.* at 10)

Plaintiff alleges Defendant intentionally sold its remaining inventory of Kris wines slowly, and tended to sell only in states where it could compete with Plaintiff’s new distributor. (*Id.* at 9.) Moreover, Defendant set a pricing strategy that underpriced its remaining inventory of Kris wines in order to undercut the new distributor’s wholesale price. (*Id.*) And Defendant sold vintages of Kris wines that were past their shelf life, thereby harming the reputation of Plaintiff’s Kris-branded wines. (*Id.* at 9-10.)

Defendant continued to represent that it was the exclusive importer of Kris-brand wines in the United States, leading to damage in lost brand equity. (*Id.* at 11.) And Defendant’s representation was “tagged” by social media influencers, which directed business toward Defendant and away from Plaintiff (and Plaintiff’s replacement importer, Opici Wines & Spirits). (*Id.* at 11-12.)

IV. PRELIMINARY ISSUES

Two issues require a preliminary discussion before the Court considers Defendant’s Motion as to each of Plaintiff’s causes of action: first, whether Italian contract law must be considered in interpreting the Arbitration Award, and second, whether the Arbitration Award should be interpreted in the manner advocated by Defendant, i.e., as authorizing Defendant to maintain its status as the “exclusive importer” of Kris wines.

A. The Role of Italian Law

It is apparent from the record, and unsurprising, that the Italian Arbitral Tribunal applied Italian law to adjudicate the dispute between the parties. Defendant’s arguments

depend heavily upon its interpretation of the language of the Arbitration Award, but by necessity, that language must be considered in the context that it was drafted: against the backdrop of the law of Italy related to commercial contracts. This Court’s determination of foreign law is governed by Federal Rule of Civil Procedure 44.1, which provides:

A party who intends to raise an issue about a foreign country’s law must give notice by a pleading or other writing. In determining foreign law, the court may consider any relevant material or source, including testimony, whether or not submitted by a party or admissible under the Federal Rules of Evidence. The court’s determination must be treated as a ruling on a question of law.

So far as the Court can discern, neither party has given such notice, and neither party has offered “any relevant material or source” for the Court to undertake any analysis of the relevant foreign law. Further complicating this matter, Defendant has been equivocal about its acceptance of the accuracy of the translation of record in the related case. (*See, e.g.,* Mot., Doc. 25-1 at 6 n.1.)

B. Defendant’s Claimed Status As Plaintiff’s Exclusive Importer

Defendant claims that its status as Plaintiff’s “exclusive importer” of Kris-brand wines continued well after the effective date of the termination of the Supply Agreement, and for some time even after issuance of the Arbitration Award. Specifically, Defendant moves to dismiss all of Plaintiff’s claims because, in its interpretation, the Arbitration Award made clear “that Winebow continue[d] as ‘exclusive importer’ of Kris wines post-termination of the parties’ Supply Agreement and even after the June 2023 Award was entered.” (Mot., Doc. 25-1 at 10.) Seizing upon language from the Arbitration Award that the Court quotes in full, above, that Defendant was required to “cease to introduce themselves as Franz Haas s.r.l. exclusive importer” only after Defendant’s remaining inventory had been sold on some undetermined future date, Defendant now concludes that “[i]t was only then—once the already-ordered wine was sold—that Winebow would cease as exclusive importer.” (*Id.*) But it is far from clear whether the Arbitration Tribunal was

aware of or would have understood what designating Defendant as an “exclusive importer” would mean within the three- or four-tier regulatory system that applies to the importation of foreign wine to the United States. Moreover, Defendant’s interpretation assumes that no good faith was required in the continued sale of inventory, such that Defendant could ignore its own past sales practices and hold onto the remaining inventory for whatever period it chose.

In sum, Defendant’s motion is heavily reliant on its own interpretation of the Arbitration Award that it remained Plaintiff’s “exclusive importer” for all purposes (including American federal and state regulatory schemes) until its existing inventory (and ordered-but-not-delivered inventory) was distributed at any pace Defendant chose. Defendant argues that, in light of its interpretation of the Arbitration Award, Plaintiff’s claims are implausible and must be dismissed at the pleadings stage.

For example, Defendant contends that “Plaintiff’s claims fail because they are completely dependent upon the patently incorrect allegation that, on October 25, 2021 (or even after the June 2023 Award), Winebow was no longer the exclusive importer for Plaintiff.” (*Id.* at 12; *see id.* at 12-15.) According to Defendant, because this “foundational premise” is unsound, all of Plaintiff’s claims must be dismissed. (*Id.*) Similarly, Defendant argues that its claimed post-Award “exclusive importer” status renders Plaintiff a “defaulting party” under a Supply Agreement clause that limits the right to claim damages to non-defaulting parties. (*Id.* at 13-14.)

But no matter how it is framed, Defendant’s argument fails. Defendant’s reading of the language appears to the Court to be overly generous in its favor. Most glaringly, Defendant’s reading of its post-Award status as an “exclusive importer” for all purposes is incompatible with the Arbitral Tribunal’s ruling regarding the effectiveness of Plaintiff’s termination of the Supply Agreement, which was “declare[d]” to be “dissolved on the 24th of October 2021.” And while the precise intent of the Arbitral Tribunal is not clear, the directive it gave to Defendant is capable of being interpreted as conferring only a limited

right to claim exclusivity, and to do so only in connection with the sale of Defendant's existing inventory. The most natural reading of this language, and one that reconciles the dissolution of the Supply Agreement with the "exclusive importer" language, is that the Arbitral Tribunal intended to fashion a remedy that would facilitate Defendant's ability to sell its existing inventory by permitting Defendant to continue to make representations regarding its relationship with Plaintiff, but to do so only until its remaining inventory was sold, and only to the extent that Defendant sold the inventory using the same standard it had used in the past. But perhaps a different interpretation arises when one considers Italian contract law.

Defendant's out-of-context quotation of Plaintiff's supposed acknowledgement of its exclusive-importer status, found in Plaintiff's briefing in the original related case, is disingenuous. (*See* Mot., Doc. 25-1 at 12-13 & n.4. (citing *Franz Haas GmbH/srl*, 2:24-cv-04431-JLS-SK (C.D. Cal.) (Doc. 24 at 28).) There, Plaintiff indeed referred to the language in the Arbitration Award upon which Defendant relies here, but it did so in order to draw a distinction between (1) Defendant's ability to "introduce" itself as the "exclusive importer" as to its existing inventory and (2) Defendant's status as an "exclusive importer" for newly ordered product going forward."³

Thus, the Court rejects Defendant's argument that the Arbitration Award precludes all of Plaintiff's claims as a matter of law and, in the sections that follow, addresses each of

³ Specifically, Plaintiff argued:

Defendant's response is simply to repeat its erroneous and unreasonable assertion that it continued as the "exclusive distributor" after the termination of the Supply Agreement. . . . As noted above, the right to "introduce" itself as the exclusive importer for already ordered products that were already either in the US storehouses or in the Italian storehouses does not convert Defendant into the "exclusive importer" for newly ordered product going forward, as this would simply render the termination of the Supply Agreement of October 24, 2021 (as ordered in the Binding Arbitration Award) meaningless.

Id.

Plaintiff's claims individually.

V. TORTIOUS INTERFERENCE CLAIMS

A. Defendant's Arguments as to Both Claims

Defendant moves to dismiss both of Plaintiff's intentional interference claims as precluded by the Arbitration Award's refusal to award damages and as partially barred by California's two-year limitations period.

1. No Damages Awarded in Arbitration

Defendant contends that the Arbitration Award refused to award damages "with regard to the ending of the Supply" Agreement, and therefore "claims for tort damages regarding the ending of the supply agreement" may not now be asserted. (Mot., Doc. 25-1 at 11 & 15-16.) At the outset, the Court must reject Defendant's premise. By the Court's reading, the Tribunal did not disallow claims for damages at all; rather, the Tribunal stated that it could not order compensation be paid to Plaintiff based upon any un-incurred and/or un-ascertainable damages as of the time of the issuance of the Arbitration Award. Specifically, as quoted more fully *supra*, the Award declined to order, pursuant to a specific section of the Italian code of civil proceedings, that Plaintiff be "compensate[ed for] every damage, burden and cost *that [it] might suffer from or bear*" because the Tribunal had not "gathered sufficient elements to judge in advance whether some possible, not yet expressed demands from [Defendant] towards [Plaintiff] arising from the termination of the Contract [were] well founded or not." *Franz Haas GmbH/srl*, 2:24-cv-10146-JLS-AJR (C.D. Cal., Feb. 20, 2025) (Doc. 22-9 at 113-14 (emphasis added).)

Moreover, Plaintiff's intentional interference claims asserted here sound in tort rather than in contract; thus, the damages sought by Plaintiff are not based on the Supply Agreement. In such an instance, tort damages are not precluded under California law. *See Rattagan v. Uber Techs., Inc.*, 17 Cal. 5th 1, 23 (2024) ("Courts [applying California law] generally permit tort suits if the defendant allegedly violated a duty rooted in tort principles that is independent of the parties' contractual rights and obligations and exposed the

plaintiff to a risk of harm beyond the parties' reasonable contemplation when they entered into the contract.''). Here, Plaintiff's claims are not based upon actions related to Defendant's contractual duties; to the contrary, Plaintiff's claims are based upon Defendant's post-contract actions. Moreover, to the extent that this argument is dependent upon Defendant's contention that the Arbitration Award should be interpreted to confer upon Defendant an "exclusive importer" status beyond the date of its issuance (*see* Mot., Doc. 25-1 at 15-17), it is rejected for the reasons set forth in the previous section.

2. Timeliness

Defendant also challenges Plaintiff's claims as untimely to the extent these claims precede the filing of the present action by more than two years.

In its Opposition to the present Motion, Plaintiff contends that Virginia's more generous five-year limitations should apply instead of California's two-year limitations period. (*See* Opp., Doc. 27 at 15 n.1 (suggesting that the law of Virginia should apply because Defendant's alleged tortious actions occurred with that state).) At this time, the Court declines to address this choice-of-law issue. The only factual averment Plaintiff makes regarding Virginia is an off-hand reference to the location of Defendant's headquarters in Glen Allen, Virginia, and that Defendant's actions occurred in Virginia. (*See* FAC, Doc. 23 at 13, ¶ 51 (alleging that "at all times relevant to the events discussed in this complaint, Winebow made decisions adverse to Franz Haas that were coordinated by, and emanated from, Virginia"). Should Plaintiff wish to rely on Virginia law for any of its claims, it must allege any facts supporting the applicability of Virginia law in any amended complaint.

As to the California two-year statute of limitations, Defendant's focus on the filing of the present action, rather than the first related case, appears to the Court to be misplaced. Specifically, in calculating the two-year statute of limitations for tort claims, Defendant begins the "minus-two-years" calculation with the filing date of the present case. (Mot., Doc. 25 at 10-11.) But the relevant date for determining the timeliness of Plaintiff's claims

is likely the date of the filing of the first related case, which was filed on May 28, 2024, and which Plaintiff, upon the initiation of the present case, identified as a related case. (*See* Civil Cover Sheet, Doc. 2 at 3 (identifying Case No. 2:24-04431 as related to this case).) All three cases are merely a continuation of claims related to the same dispute, and procedurally, would have been better managed by addressing them in a single case.

As to the first related case, the better approach would have been to stay the case rather than to dismiss Plaintiff’s claims without prejudice. Indeed, such an approach may now be required. Chapter 1 of the Federal Arbitration Act (“FAA”), which applies to foreign arbitration awards to the extent its provisions are not inconsistent with the New York Convention, requires that the district court stay a civil action rather than dismiss it where the case involves claims subject to arbitration and related claims not subject to arbitration. *Compare* 9 U.S.C. § 208 (“Chapter 1 applies to actions and proceedings brought under this chapter to the extent that chapter is not in conflict with this chapter or the Convention as ratified by the United States”) *with* 9 U.S.C. § 3 (requiring the granting of a stay when a matter is referred to arbitration). In addressing whether a district court permissibly maintained continuing jurisdiction to confirm the arbitration award that results from its order compelling arbitration, the Supreme Court relied upon the supervisory role of the district court under the FAA, which it described as being to “superintend the arbitration to the end.” *Jules v. Andre Balazs Props.*, 146 S. Ct. 1209, 1220 (2026).

The present case involves a continuing dispute that derives from, but was not resolved by the Arbitration Award or by its confirmation. The rationale of *Jules* is applicable here because the Supreme Court recognized the district court’s wisdom in maintaining its jurisdiction by specifically observing: “‘Keeping [a] suit on the court’s docket makes good sense in light of this potential ongoing role, and it avoids costs and complications that might arise if a party were required to bring a new suit and pay a new filing fee to invoke the FAA’s procedural protections.’” *Id.* (quoting *Smith v. Spizzirri*, 601 U.S. 472, 478 (2024)). Had this Court stayed the action rather dismissing it (such that the

petition to confirm the arbitration award and Plaintiff's amended complaint were filed in the same action), then pursuant to Federal Rule of Civil Procedure 15(c)(1)(b), the present claims would likely "relate back" to the original claims.

But like the choice-of-law issue, the intricacies of this question have not been addressed by the parties, and the Court declines to rule on an unaddressed issue.

B. Intentional Interference with Contractual Relations

Plaintiff's first cause of action is for intentional interference with contractual relations. To state a claim under California law for this tort, a plaintiff must allege:

(1) a valid contract between plaintiff and a third party; (2) defendant's knowledge of this contract; (3) defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage.

Pacific Gas & Elec. Co. v. Bear Stearns & Co., 50 Cal. 3d 1118, 1126 (1990).

Defendant contends that Plaintiff fails to meet the first element because it does not allege an existing contract between it and a third party. (Mot., Doc. 25 at 17-19.) In opposing this argument, Plaintiff cites *ConsumerDirect, Inc. v. Pentius, LLC*, which it contends "reject[s an] argument that [a] failure to identify specific contracts and customers is fatal to the claim" for intentional interference with contractual relations. 2022 WL 16949657 at *3 (C.D. Cal. Aug. 25, 2022).

But this case does not support the proposition, urged by Plaintiff, that it need not identify a specific contractual relationship. (Opp., Doc. 26 at 196.) Instead, *ConsumerDirect* found that the counterclaimant had "allege[d] the existence of valid, executed contracts." See *ConsumerDirect*, 2022 WL 16949657 at *3 (noting that the factual averments that the counterclaimant "'had valid contracts with clients for the provision of its consumer finance and credit tools'" and "'had valid contracts with credit bureaus for the purchase of consumer credit data'" were sufficient to "allege[] the existence of valid, executed contracts"). Plaintiff does not allege the existence of any valid, executed contracts. Instead, Plaintiff makes internally inconsistent allegations in this regard, alleging

both that “Winebow and the other defendants were aware that Franz Haas had entered into import and distribution contracts for KRIS wine” and that “[t]he only contract to import and distribute KRIS wine was the Supply Agreement between Franz Haas and Winebow, Inc.” (FAC, Doc. 23 at 13.)

Therefore, the Court dismisses without prejudice the first cause of action. To reassert this claim, Plaintiff must allege the existence of a specific contract or contracts upon which its claim is based.

C. Intentional Interference with Prospective Economic Advantage

Plaintiff’s second cause of action is for intentional interference with prospective economic advantage. To state a claim for this tort under California law, a plaintiff must allege:

- (1) a specific economic relationship between the plaintiff and some third party containing the probability of future economic benefit to the plaintiff;
- (2) knowledge by defendant of the existence of the relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) damages proximately caused by the defendant’s acts.

Della Penna v. Toyota Motor Sales, U.S.A., Inc., 11 Cal. 4th 376, 380 n.1 (1995). To assert a plausible claim, the plaintiff “must identify with particularity the relationships or opportunities with which [d]efendant is alleged to have interfered.” *Id.* at 1118. *UMG Recordings, Inc. v. Glob. Eagle Entm’t, Inc.*, 117 F. Supp. 3d 1092, 1115 (C.D. Cal. 2015). Moreover, “[t]o establish a claim for interference with prospective economic advantage, . . . a plaintiff must plead that the defendant engaged in an independently wrongful act.” *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134, 1158 (2003).

The first element is sufficiently alleged because this claim is based on Defendant’s alleged actions in impeding Plaintiff’s ability to engage replacement importers and distributors for its product by continuing to claim exclusive rights to distribute Kris-brand wine. (FAC, Doc. 23 at 15-17.) These allegations are made within the context of

Plaintiff's inability to sell its product in the United States without an importer and distributor. By making these allegations, Plaintiff has also pleaded the requisite "independently wrongful act," i.e., it has alleged that Defendant continued to *falsely* represent itself as the "exclusive importer" (for all purposes) of Kris-brand wine after Defendant had no legal right to make such a claim.

The second element is sufficiently alleged because Plaintiff alleges that Defendant understood the intricacies of the heavily regulated distribution of imported wine, i.e., Plaintiff alleges that (1) Defendant understood that Plaintiff needed an importer to have its wine sold in the United States, and (2) Defendant understood the economic advantage to Plaintiff of having a single point of contact for distribution of its product on a nationwide basis. Moreover, Plaintiff's allegations that Defendant threatened litigation against UWW are relevant to show that Defendant knew Plaintiff required a new importer to continue to sell its products in the United States. (*Id.* at 6-7.) Plaintiff also specifically alleges that Defendant took affirmative steps to acquire knowledge of Plaintiff's attempts to engage a new importer by running searches on a publicly accessible governmental database that includes applications for new product labeling (required to identify any new importer) ((FAC, Doc. 23 at 13 (referring to "COLA searches").)

The remaining elements are also sufficiently alleged. As to the third, Plaintiff alleges how Defendant disrupted Plaintiff's attempt to establish new channels of distribution of its wine in the United States: by refusing to relinquish claims of exclusivity in "franchise" states, by maintaining control over the social media accounts, by delaying in selling its existing inventory, and by selling expired wine. As to the fourth, Plaintiff alleges that Defendants' actions delayed Plaintiff's ability to find a new exclusive importer. And as to the fifth and final element, Plaintiff alleges (1) damages to the brand as a result of the sale of old wine, (2) lost sales generally, and (3) lost national accounts specifically.

Therefore, the Court denies the Motion to Dismiss as to the second cause of action.

VI. LANHAM ACT FALSE ADVERTISING

Plaintiff bases its third cause of action for Lanham Act false advertising on Defendant's statements that it continued to be the exclusive importer of Kris-brand wines after the effective date of the termination of the Supply Agreement. Specifically, Plaintiff alleges that Defendant has made false statements, including on the brand website, social media, and in connection with online sales, giving the false impression that Defendant owned Plaintiff's trademarks. (FAC, Doc. 23 at 17-18.) Because it made this claim on the brand's website, Defendant's claim was "tagged" by social media influencers, which had the effect of directing business to Defendant rather than to Plaintiff's new importer. (*Id.* at 11-12.)

Regarding false advertising, the Lanham Act, in relevant part, provides for civil liability as to:

(1) Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which . . .

(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities.

15 U.S.C. § 1125(a)(1)(B). To state a claim for Lanham Act false advertising, a plaintiff must allege the following elements:

(1) a false statement of fact by the defendant in a commercial advertisement about its own or another's product; (2) the statement actually deceived or has the tendency to deceive a substantial segment of its audience; (3) the deception is material, in that it is likely to influence the purchasing decision; (4) the defendant caused its false statement to enter interstate commerce; and (5) the plaintiff has been or is likely to be injured as a result of the false statement, either by direct diversion of sales from itself to defendant or by a lessening of the goodwill associated with its products.

InSinkErator, LLC v. Joneca Co., LLC, 163 F.4th 608, 615 (9th Cir. 2025) (quoting *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d 1134, 1139 (9th Cir. 1997)).

Here, Plaintiff has stated a claim for Lanham Act false advertising. Plaintiff sufficiently alleged elements (1) and (4) by alleging that Defendant continued to represent on the internet and in social media that it was Plaintiff’s exclusive importer. (FAC, Doc. 23 at 17-18.) Plaintiff has sufficiently alleged element (5) by alleging that Defendant’s claim to be the “exclusive importer,” combined with “tagging” by social media influencers . . . misdirect[ed] business away from Plaintiff and [its new importer].” (*Id.* at 11-12.) This statement on social media was material and had the tendency to deceive its audience because the statement that Defendant was the “exclusive importer” of a specified foreign wine necessarily implies that, if a person wishes to purchase such wine, Defendant is the sole importer from which such wine could be obtained, which is sufficient to allege elements (2) and (3).⁴

Therefore, the Court DENIES the Motion to Dismiss as to the Lanham Act false advertising claim.

VII. LANHAM ACT TRADEMARK INFRINGEMENT OF A REGISTERED MARK

Plaintiff’s fourth and final cause of action is for infringement of its registered trademarks, which is a claim that arises under 15 U.S.C. § 1114(1). (FAC, Doc. 23 at 19-20.) Plaintiff does not base this claim upon Defendant’s actual distribution or sale of its remaining inventory of Kris wines, and it does not allege that Defendant used the marks to

⁴ Plaintiff also alleges that by claiming to be the exclusive importer of Kris-branded wines, Defendant diverted sales from Plaintiff’s distribution network and damaged Plaintiff through the loss of goodwill. (FAC, Doc. 23 at 17-18.) Moreover, Plaintiff alleges that Defendant created an adverse perception of the Kris brand by its sale of old wine that had degraded. (*Id.* at 18.) These allegations do not state a claim for false advertising; they are in substance more related to a Lanham Act “false association” claim. *See* 15 U.S.C. § 1125(a)(1)(A); *Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118, 122 (2014).

sell any wine not produced by Plaintiff. Instead, Plaintiff’s claim is based upon Defendant’s continued use of the marks on a website and social media accounts associated with the brand and on Defendant’s continued control of the website and social media accounts (i.e., by refusing to disclose passcodes required to control that media). (*See* FAC, Doc. 23 at 19.) Generally, the elements of a claim for trademark infringement are (1) a “protectible ownership interest in the mark”; and (2) a likelihood of “consumer confusion” in the defendant’s use of its allegedly infringing mark. *Lodestar Anstalt v. Bacardi & Co. Ltd.*, 31 F.4th 1228, 1245 (9th Cir. 2022).

But a claim for trademark infringement usually cannot be asserted against a co-owner of a trademark. Although the Ninth Circuit has not spoken to this issue, multiple district courts, including those within the Ninth Circuit, have so held. *See Lightfoot v. DeBruine*, 2023 WL 2665732 at *9-10 (D. Ariz. Mar. 28, 2023) (collecting cases); *Puri v. Yogi Bhajan Administrative Trust*, 2015 WL 12684464 at *11 (C.D. Cal. Oct. 30, 2015) (“A trademark co-owner does not infringe upon his co-owners rights by exercising his own right of use.”); *E.W. Tea Co., LLC v. Puri*, 2022 WL 900539 at *6 (D. Or. Mar. 28, 2022) (“[I]n the handful of cases where trademark co-ownership is at issue, courts have held that federal claims for dilution and infringement cannot be maintained against co-owners.”); *Reed v. Marshall*, 2024 WL 1468702, at *8 (S.D. Tex. Apr. 4, 2024); *Deriminer v. Kramer*, 406 F.Supp.2d 756, 759 (E.D. Mich. 2005) (“An owner does not infringe upon his co-owner’s rights in a trademark by exercising his own right of use.”).

Plaintiff attempts to salvage its trademark infringement claim by citing to the trademark agreement (the “Private Deed”) between the parties and arguing that the agreement was not “intended to give [Defendant] perpetual ownership” of the trademark. (Opp., Doc. 26 at 25; *id.*, Ex. A, Doc. 26-1.) According to Plaintiff, Defendant’s retention of its interest was contingent upon it continuing to purchase at least 80,000 cases of wine from Plaintiff, and Defendant last did so in 2022, so therefore Defendant’s interest has reverted to Plaintiff. (*See id.*) By Plaintiff’s reasoning, because Defendant’s interest was

effectively terminated by its lack of purchases from Plaintiff, then Plaintiff can assert a trademark infringement claim against Defendant.

But looking to the English translation of the Private Deed (Opp., Ex. A, Doc. 26-1), it becomes clear that the agreement does not have an automatic reversionary clause; instead, it confers only a limited a right to Plaintiff to “unilaterally urge” Defendant to transfer the 49% interest back to it. Specifically, Article 7 of the Private Deed provides:

Art. 7 — . . . The parties agree that, should WINEBOW collect less than 80,000 cases over one year, then HAAS shall be entitled by no later than the next year’s 30th December, under penalty of forfeiture, to unilaterally urge WINEBOW to transfer 49% of the KRIS trademark to HAAS in exchange for a counter-value of 100,00 (a hundred/00) Euros.

(*Id.* at 3.) Additionally, the Private Deed has a choice-of-law provision that, while allowing for application of United States law regarding “the enforceability of the relevant trademark,” nevertheless specifies that “[t]he Court of Milan [has] exclusive jurisdiction over any dispute regarding the interpretation, execution and termination” of the Private Deed. (*Id.* at 5.) Drafted originally in Italian (and subject to interpretation under Italian law), it is unclear to the Court what form such “unilateral[] urg[ing]” might take. Nevertheless, the English translation, proffered by Plaintiff (and marked in the header as “for convenience only”) does not lend itself to Plaintiff’s posited interpretation as an automatic reversion of rights.

Plaintiff does not allege that it took any action to effectuate a transfer of Defendant’s 49% interest by any means or that it otherwise availed itself of its right under Article 7. Given the choice-of-law provision, any court action to resolve this issue would have to be initiated in Milan, Italy.

As to the issue before this Court, Plaintiff has not stated a claim for trademark infringement because it has not sufficiently alleged facts that Defendant’s 49% ownership of its trademark has been transferred back to it. The Court therefore dismisses Plaintiff’s fourth cause of action. It does so without prejudice to allow Plaintiff to allege, if it can,

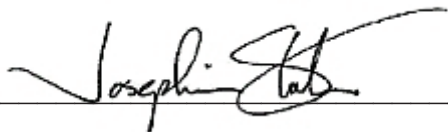
that Defendant's 49% interest has been transferred back to it in conformity with the terms of the Private Deed or otherwise.

VIII. CONCLUSION

As set forth herein, the Court GRANTS IN PART AND DENIES IN PART Defendant's Motion to Dismiss. The first and fourth causes of action are dismissed without prejudice. In all other respects, the Motion to Dismiss is DENIED.

IT IS SO ORDERED.

DATED: August 3, 2026

A handwritten signature in black ink, appearing to read "Josephine L. Staton", is written over a horizontal line.

HON. JOSEPHINE L. STATON
United States District Judge