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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**TARA AMADO on behalf of herself
and all others similarly situated,**

Plaintiff,

v.

KENVUE BRANDS, LLC.

Defendant

CASE NO.:

CLASS ACTION

**COMPLAINT FOR DAMAGES,
EQUITABLE, DECLARATORY, AND
INJUNCTIVE RELIEF**

1 Plaintiff Tara Amado (“Plaintiff”), on behalf of herself and all others similarly
2 situated, brings this class action against Kenvue Brands, LLC (“Kenvue” or
3 “Defendant”) and on the basis of personal knowledge, information and belief, and the
4 investigation of counsel, alleges as follows:

5
6 **INTRODUCTION**

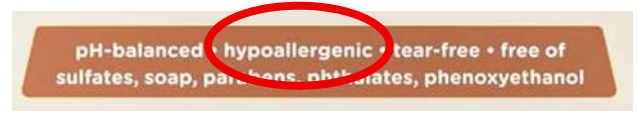
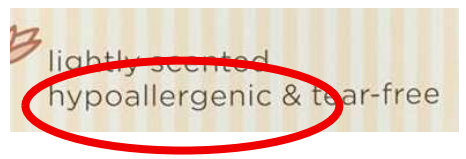
7 1. This is a proposed class action on behalf of a California and nationwide
8 class (collectively, “Class”) of consumers seeking redress for Defendant’s deceptive
9 practices associated with the advertising, labeling, and sale of its Aveeno Baby Daily
10 Moisture Wash & Shampoo (“Product” or “Shampoo”).

11 2. This action seeks to redress Defendant’s false and misleading marketing
12 claims that its Shampoo is “hypoallergenic” when, in fact, it is not.

13 3. Allergen-related contact dermatitis is an inflammation or irritation (*e.g.*,
14 rash) that results from an allergen coming in contact with the skin. It affects 20% of
15 the population. As skin sensitivities have become more common, consumers
16 increasingly seek out and rely on terms like “hypoallergenic” when making
17 purchasing decisions about personal care products.

18 4. Defendant sells Aveeno Baby Daily Moisture Wash & Shampoo which
19 prominently claims to be “hypoallergenic.” The materiality of the representation is
20 evident by its prominent placement on the principal display panel and its repetition
21 elsewhere on the Product packaging.

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5. The Product does not list any known allergen by name. It does, however, include “fragrance” among its inactive ingredients.

1 **INGREDIENTS:** Water, Cocamidopropyl Betaine, Sodium
2 Lauroamphoacetate, Glycerin, Coco-Glucoside, Sodium Chloride, Citric
3 Acid, Acrylates/C10-30 Alkyl Acrylate Crosspolymer, Sodium Benzoate,
4 Glyceryl Oleate, **Fragrance**, Sodium Hydroxide, Polyquaternium-10,
5 Guar Hydroxypropyltrimonium Chloride, Avena Sativa (Oat) Kernel
6 Extract

7 6. The American Academy of Dermatology (“AAD”) has recognized
8 fragrances as a common skin irritant, source of allergens and a leading cause of
9 allergic contact dermatitis. The federal Food and Drug Administration (“FDA”) has
10 similarly acknowledged that many cosmetics and personal care products may contain
11 hidden allergens within their dyes, preservatives and, as is the case here, fragrances.
12 Indeed, the FDA identified 26 fragrance allergens that “that cause the most allergic
13 reactions from the use of cosmetic products.”

14 7. Unfortunately, since manufacturers need only list ‘fragrances’ generically
15 on a product label, without further revealing the sub constituents of such fragrances,
16 consumers have no way of knowing whether a product also contains hidden allergens.
17 Rather, they must rely exclusively on a manufacturer’s label representations (*i.e.*,
18 hypoallergenic).

19 8. Plaintiff commissioned independent analytical testing of Defendant’s
20 Product and discovered that it contains d-Limonene and Linalool, two of the 26
21 recognized fragrance allergens. Defendant’s inclusion of known fragrance allergens
22 directly contradicts its voluntary claim that the Product is “hypoallergenic” thereby
23 rendering it false and misleading.

24 9. The term “hypoallergenic” communicates to reasonable consumers that a
25 product is specifically formulated to reduce the likelihood of allergic reactions,
26 including, but not limited to, by avoiding the intentional inclusion of known contact
27 allergens.

1 10. Reasonable consumers must and do rely on manufacturers to honestly
2 represent the qualities of their Products and ingredients.

3 11. Consumers, like Plaintiff, have been deceived by Defendant's false and
4 misleading claims that its Products are hypoallergenic. As a result of their reliance on
5 Defendant's misrepresentations, Plaintiff and Class Members have suffered an
6 ascertainable loss of money, including, but not limited to, out of pocket costs incurred
7 in purchasing the Products or having paid a price premium for the Products as
8 compared to other shampoos that do not make the same false and deceptive claims.

9 12. Throughout the applicable Class Period, Defendant has falsely
10 represented the true nature of its Products, and as a result of this false and misleading
11 labeling, was able to sell these Products to hundreds of thousands of unsuspecting
12 consumers throughout California and the United States.

13 13. Defendant's conduct is in breach of warranty, violates California's
14 Business and Professions Code § 17200, et. seq., California's Business & Professions
15 Code § 17500, et. seq., California Civil Code § 1750, et seq., and is otherwise grounds
16 for restitution on the basis of quasi-contract/unjust enrichment.

17
18 **JURISDICTION AND VENUE**

19 14. Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2).
20 Diversity jurisdiction exists as Plaintiff Amado is a resident of Daily City, California
21 and Defendant Kenvue Brands LLC is Delaware Limited Liability Company with its
22 principal place of business in Summit, New Jersey. The amount in controversy
23 exceeds \$5,000,000 for the Plaintiff and members of the Class collectively, exclusive
24 of interest and costs, by virtue of the combined purchase prices paid by Plaintiff and
25 members of the putative Class, and the profits reaped by Defendant from its
26 transactions with Plaintiff and the Class, as a direct and proximate result of the
27 wrongful conduct alleged herein, and by virtue of the injunctive and equitable relief
28 sought.

1 15. Venue is proper within this judicial district pursuant to 28 U.S.C. § 1391
2 because a substantial portion of the underlying transactions and events complained of
3 occurred and affected persons and entities located in this judicial district.
4

5 **PARTIES**

6 16. Plaintiff Tara Amado is a resident of Daily City, California.

7 17. Ms. Amado purchased Defendant's Product from Target located in San
8 Bruno California in March 2026.

9 18. Ms. Amado made her purchase after reading and relying on Defendant's
10 Product label, specifically the representation that the Product was hypoallergenic.

11 19. Ms. Amado reasonably believed that the "hypoallergenic" representation
12 meant that the Product was formulated to reduce the likelihood of allergic reactions
13 and did not include recognized fragrance allergens.

14 20. Ms. Amado believed that Defendant lawfully marketed and sold the
15 Product.

16 21. Ms. Amado relied on Defendant's labeling and was misled thereby.

17 22. Ms. Amado would not have purchased the Product, or would have
18 purchased the Product on different terms, had she known the truth – *i.e.*, that the
19 Product was not hypoallergenic, but instead contained known allergens.

20 23. Ms. Amado was injured in fact and lost money as a result of Defendant's
21 improper conduct.

22 24. Plaintiff and members of the Class have been economically damaged by
23 their purchases of the Products because the Product advertising was deceptive and/or
24 misleading under California law and the Products are misbranded; therefore, the
25 Products are worth less than what Plaintiff and members of the Class paid for them
26 and/or Plaintiff and members of the Class did not receive what they reasonably
27 intended to receive.
28

1 25. Defendant Kenvue Brands LLC is a Delaware limited liability company
2 headquartered in Summit, New Jersey. It is formerly the Consumer Healthcare
3 division of Johnson & Johnson and now one of the world's largest consumer health
4 companies. It owns and operates several well-known brands including Aveeno. Its
5 products are available for purchase online and in various retail locations throughout
6 the country.

7
8 **GENERAL ALLEGATIONS**

9 **A. HYPOALLERGENIC AND THE REASONABLE CONSUMER**

10 26. Fragrance substances are naturally or synthetically derived organic
11 compounds designed to impart scent or to mask unpleasant odors. Fragrances are
12 ubiquitously found in personal care products. A fragrance formula may contain up to
13 several hundred or more different ingredients that are not disclosed on product labels.

14 27. Contact allergies to fragrance ingredients occur when a susceptible
15 individual has been dermally exposed to a fragrance allergen present in a consumer
16 product. Sensitization can occur at any time. Once sensitization occurs, re-exposure
17 can trigger allergic contact dermatitis.

18 28. Although the Food Drug and Cosmetic Act (“FDCA”) does not define
19 the term “hypoallergenic,” the FDA has acknowledged that the term is used by
20 manufacturers to describe products that are intended to produce fewer allergic
21 reactions than regular products, and that such claims are material to consumers with
22 sensitive skin.

23 29. Consistent with common understanding, reasonable consumers interpret
24 “hypoallergenic” to mean that a product is formulated to reduce the likelihood of
25 allergic reactions, including by avoiding ingredients recognized as common causes of
26 allergic contact dermatitis when those ingredients serve no functional necessity
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1 beyond fragrance. This common understanding is further confirmed by the dictionary
2 definition of the word hypoallergenic.

- 3
- 4 • “designed to reduce or minimize the possibility of an
5 allergic response, as by containing relatively few or no
6 potentially irritating substances.”¹
- 7 • “having little likelihood of causing an allergic
8 response”²
- 9 • “designed to be less likely to cause allergic reactions”³
- 10 • designed to be less likely to cause allergic reactions
11 (physical problems caused by particular substances) in
12 people who use a product⁴

12 30. The FDA recognizes that “[t]he term ‘hypoallergenic’ may have
13 considerable market value in promoting cosmetic products to consumers on a retail
14 basis...” and that “[c]onsumers with hypersensitive skin, and even those with ‘normal’
15 skin, may be led to believe that [] [] products will be gentler to their skin than non-
16 cosmetics.” It explains, “[f]or many years, companies have been producing products
17 which they claim are ‘hypoallergenic’ or ‘safe for sensitive skin’ or ‘allergy tested.’
18 These statements imply that the products making the claims are less likely to cause
19 allergic reactions than competing products. . . .”⁵

20 31. Thus, Plaintiff believed, as would any reasonable consumer, that a
21 product labeled hypoallergenic is less likely to cause an allergic response because it is
22 formulated to minimize the presence of common allergens. In other words, Plaintiff
23

24 ¹ <https://www.dictionary.com/browse/hypoallergenic>

25 ² <https://www.merriam-webster.com/dictionary/hypoallergenic>

26 ³ <https://dictionary.cambridge.org/us/dictionary/english/hypoallergenic>

27 ⁴ https://dictionary.cambridge.org/us/dictionary/english/hypoallergenic#google_vignette

28 ⁵ U.S. Food & Drug Administration, Hypoallergenic Cosmetics (2/25/2022). Available at
<https://www.fda.gov/cosmetics/cosmetics-labeling-claims/hypoallergenic-cosmetics#:~:text=Hypoallergenic.>

1 and Class members reasonably believed that “hypoallergenic” as used by Defendant
2 meant that, at a minimum, the Products would not contain known fragrance allergens.

3
4 **B. THE MARKET FOR HYPOALLERGENIC PRODUCTS**

5 32. A significant portion of the U.S. population has allergies that are
6 triggered by skin care products. Allergic contact dermatitis is one of the most
7 prevalent skin diseases in the U.S., affecting 20% of the population.⁶ Personal care
8 products frequently contain ingredients that may cause allergic contact dermatitis.

9 33. The risk of contact dermatitis from fragrance chemicals increases for
10 those with compromised skin barriers. For individuals with sensitive skin or
11 conditions like eczema, rosacea, or psoriasis, the use of fragranced products can be
12 particularly problematic, exacerbating these conditions over time.

13 34. Even when there is no visible redness or rashes after using a product with
14 fragrance chemicals, there may be inflammation at the cellular level and long-term
15 consequences if use is prolonged. With repeated exposure over time, even individuals
16 who initially tolerate fragranced products may develop allergies or sensitivities,
17 sometimes leading to chronic skin issues.

18 35. Given the increased prevalence of allergic contact dermatitis and other
19 skin conditions, consumers increasingly seek clean products looking for and relying
20 on terms such as “hypoallergenic” in making purchasing decisions. Those who do not
21 already suffer from skin allergies commonly seek products to avoid developing skin
22 allergies. Those who suffer from skin allergies, or have family members who suffer
23 from skin allergies, seek products to avoid unknown and/or hidden allergens that will
24 exacerbate or prolong their conditions.

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27 ⁶ Alinaghi, F., et al., *Prevalence of contact allergy in the general population: A systematic review*
28 *and meta-analysis*, October 29, 2018. <https://doi.org/10.1111/cod.13119>.

1 36. Personal care companies, such as Kenvue have seized on this burgeoning
2 market opportunity taking every chance to label and promote their products with terms
3 such as “natural,” “clean,” and “hypoallergenic.” As a result, “[t]he global sensitive
4 skin care products market size, [] estimated at USD 44.60 billion in 2023, [] is
5 projected to reach USD 80.97 billion by 2030.... The market growth is attributed to
6 significant rise in consumer awareness regarding skin sensitivities and the importance
7 of using gentle and hypoallergenic products.... Increasing awareness about skin
8 sensitivities and the demand for gentle and hypoallergenic products have contributed
9 to the expansion of this market segment. Moreover, many brands [that] provide clear
10 and concise information about the ingredients used in their body sensitive care
11 products are gaining trust and loyalty from consumers.”⁷

12 **C. PLAINTIFF’S ANALYTICAL TESTING OF DEFENDANT’S PRODUCTS**
13

14 37. The issue of hidden allergens in cosmetic products is a concern well
15 documented by the FDA. “Cosmetic products (such as soaps, lotions, face and eye
16 make-up, fragrances, etc.) can provoke allergic reactions in some people. Many
17 people suffer from allergies and anyone at any age can develop allergies.”⁸ In
18 response to this concern, the FDA acknowledged the findings of the European
19 Commission which conducted extensive research on fragrance allergens. The research
20 culminated in a list of the 26 most common fragrance allergens. *Id.* The list
21 specifically identified Linalool and d-Limonene among them.

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⁷ Grandview Research, *Sensitive Skin Care Products Market (2024-2030)*. Available at
<https://www.grandviewresearch.com/industry-analysis/sensitive-skin-care-products-market-report>

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⁸ U.S. Food & Drug Administration, *Allergens in Cosmetics*, February 25, 2022. Available at
<https://www.fda.gov/cosmetics/cosmetic-ingredients/allergens-cosmetics>.

1 38. In April 2026, Plaintiff commissioned independent analytical testing of
2 Defendant's Product which was purchased on-line through Amazon.⁹

3 39. The testing employed headspace gas chromatography coupled with mass
4 spectrometry ("GC/MS") to identify volatile and semi-volatile fragrance constituents.

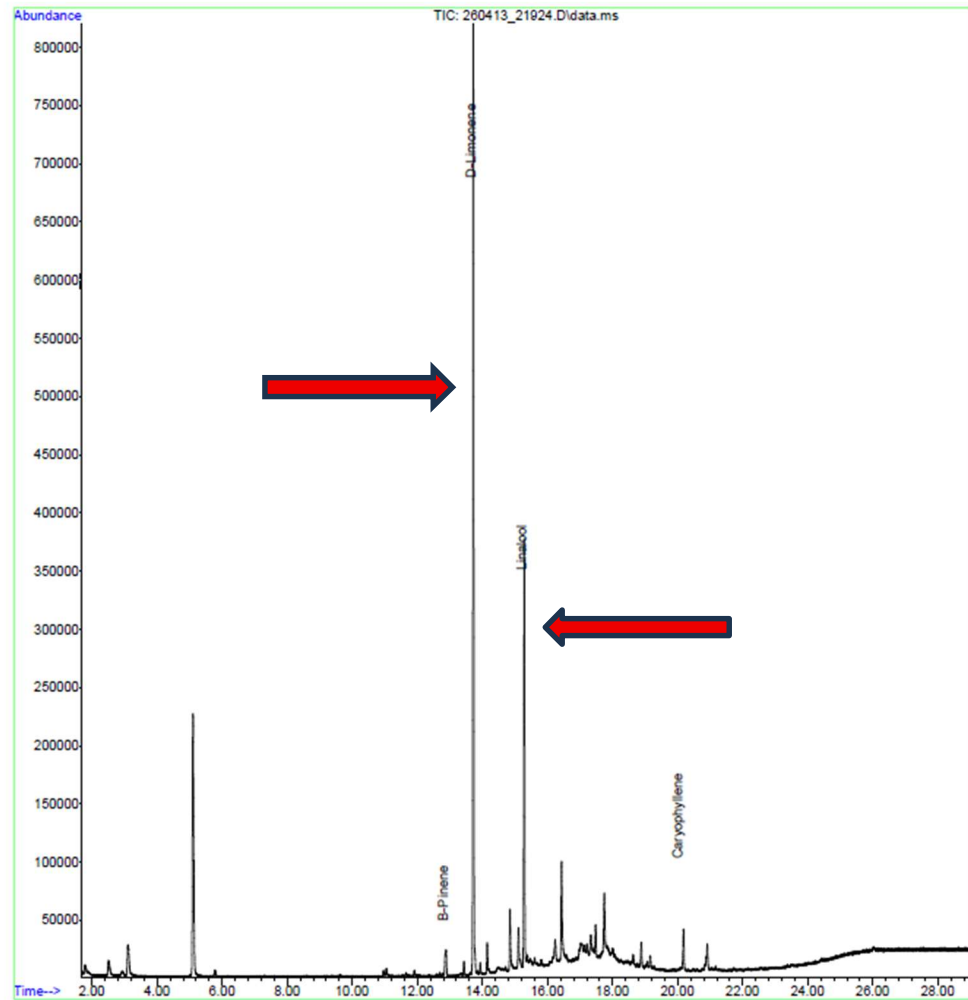
5 40. The testing detected the presence of Linalool and d-Limonene, fragrance
6 constituents widely recognized in dermatological and toxicological literature as
7 common causes of allergic contact dermatitis. They are among the 26 fragrance
8 allergens acknowledged by the FDA.¹⁰

9 41. These fragrance allergens are not disclosed on the Product's label, but
10 rather are hidden within the Product's fragrance formulation.

11 42. Defendant's inclusion of this known fragrance allergens renders its
12 "hypoallergenic" representation false and misleading.

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26 ⁹ The following lot number was tested: T20625CA. On information and belief, Kenvue has used the
27 identical formulation throughout the applicable class periods.

28 ¹⁰ *Supra* at fn.8.



REASONABLE CONSUMER

20 43. Defendant knew that one of the most important representations made on
21 the Product's label is that it is "hypoallergenic."

22 44. Defendant placed the "hypoallergenic" representation prominently on the
23 Product's principal display panel and repeated the representation elsewhere on the
24 packaging, demonstrating Defendant's intent that consumers see, notice, and rely
25 upon the statement at the point of sale.
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1 45. Reasonable consumers ascribe a common, shared meaning to words and
2 phrases appearing on product labels, particularly where those words relate to health,
3 safety, or skin sensitivity.

4 46. Reasonable consumers rely on product labels for their truth and accuracy
5 and are entitled to do so without conducting independent scientific testing or
6 ingredient analysis.

7 47. Reasonable consumers are not required to conduct research into
8 undisclosed subcomponents of listed ingredients, such as fragrance constituents, in
9 order to verify the truthfulness of express label claims.

10 48. Nor are reasonable consumers required to discount or disbelieve
11 prominent front-of-package representations based on the mere possibility that
12 undisclosed ingredients may contradict those representations.

13 49. Instead, it is the responsibility of product manufacturers to ensure that
14 express labeling claims are truthful and not misleading in light of the Product's actual
15 formulation.

16 50. Plaintiff and Class Members reasonably believed that Defendant's
17 prominent front and back label statement that the Product is "hypoallergenic" was
18 true.

19 51. Plaintiff and Class Members reasonably understood "hypoallergenic" to
20 mean that the Product was formulated to reduce the likelihood of allergic reactions as
21 compared to ordinary products, including by avoiding the intentional inclusion of
22 ingredients recognized as allergens.

23 52. This understanding is particularly reasonable where, as here, the
24 allegedly hypoallergenic Product includes fragrance solely for sensory purposes and
25 not for any functional or therapeutic necessity.

26 53. Defendant's "hypoallergenic" representation conveyed to reasonable
27 consumers that the Product was suitable for sensitive skin and less likely to provoke
28 allergic reactions than competing products that do not make such claims.

1 54. By deceiving consumers about the nature, quality, and formulation of its
2 Product, Defendant was able to capture market share from competing products and
3 command a price premium, increasing its own sales and profits.

4 55. Consumers lack the ability to test or independently ascertain the presence
5 of fragrance allergens at the point of sale. Consumers therefore must and do rely on
6 manufacturers to accurately disclose or avoid making misleading representations
7 regarding allergenic risk.

8 56. At the time Plaintiff and Class Members purchased the Product, they did
9 not know, and had no reason to know, that the hypoallergenic representations were
10 misleading, deceptive, and unlawful.

11 57. Plaintiff and Class Members would not have purchased the Product, or
12 would have purchased it on different terms, had known the truth.

13
14 **NO ADEQUATE REMEDY AT LAW**

15 58. Plaintiff and members of the Class are entitled to equitable relief as no
16 adequate remedy at law exists.

17 59. Broader Statutes of Limitations. The statutes of limitations for the causes
18 of action pled herein vary. The limitations period is four years for claims brought
19 under the UCL, which is one year longer than the statutes of limitations for damages
20 claims under the CLRA.

21 60. Broader Scope of Conduct. The scope of actionable misconduct under the
22 unfair prong of the UCL is broader than the other causes of action asserted herein. The
23 UCL creates a cause of action for violations of other laws, which does not require,
24 among other things, that a reasonable consumer would have been deceived in order to
25 establish a violation. Thus, Plaintiff and Class members may be entitled to restitution
26 under the UCL, while not entitled to damages under other causes of action asserted
27 herein (*e.g.*, the FAL requires actual or constructive knowledge of the falsity; the
28 CLRA is limited to certain types of plaintiffs (an individual who seeks or acquires, by

1 purchase or lease, any goods or services for personal, family, or household purposes)
2 and other statutorily enumerated conduct).

3 61. Defendant continues to misrepresent the Product claiming it is
4 “hypoallergenic” thereby necessitating injunctive relief in order to prevent Defendant
5 from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described
6 herein and to prevent future harm—none of which can be achieved through available
7 legal remedies (such as monetary damages to compensate past harm).

8 62. Finally, this is an initial pleading. The adequacy and availability of all
9 remedies, including legal and equitable, will not be resolved until the case is further
10 advanced upon the closure of discovery, resolution of class certification and any
11 potential summary judgment.

12
13 **ECONOMIC INJURY**

14 63. Plaintiff sought to buy Products that were lawfully labeled, marketed, and
15 sold.

16 64. Manufacturers charge a price premium for products that are labeled as
17 hypoallergenic. Defendant intentionally included the “hypoallergenic” representation
18 on the Product’s label and in marketing materials to increase sales and/or charge a
19 premium for the Product.

20 65. Plaintiff saw and relied on Defendant’s misleading labeling of its
21 Products.

22 66. Defendant knew or should have known that reasonable consumers would
23 consider the representations material in deciding to purchase the Product.

24 67. Defendant knew or should have known that the representations could
25 plausibly deceive reasonable consumers into believing that the Product is
26 hypoallergenic and at a minimum does not contain common allergens.

27 68. Plaintiff believed that the Product was lawfully marketed and sold.
28

1 69. In reliance on the claims made by Defendant regarding the qualities of its
2 Products, Plaintiff paid for a Product that she would not have purchased or, at a
3 minimum, paid a price premium for the Product.

4 70. As a result of her reliance on Defendant’s misrepresentations, Plaintiff
5 received a Product that contained ingredients which she reasonably believed it did not
6 contain.

7 71. Plaintiff received a Product that was unlawfully marketed and sold.

8 72. Plaintiff lost money and thereby suffered injury as she would not have
9 purchased this Product and/or paid as much for it absent the misrepresentation.

10 73. Defendant knows that the claim “hypoallergenic” is material to a
11 consumer’s purchasing decision.

12 74. Plaintiff altered her position to her detriment and suffered damages in an
13 amount equal to the amount she paid for the Products she purchased, and/or in
14 additional amounts attributable to the deception.

15 75. By engaging in the false and deceptive conduct alleged herein, Defendant
16 reaped and continues to reap financial benefits in the form of sales and profits from
17 its Products.

18 76. Plaintiff, however, would be willing to purchase products labeled as
19 hypoallergenic in the future, including Defendant’s Product, should she be able to
20 rely with any confidence on Defendant’s marketing as truthful and not deceptive.

21 77. However, Plaintiff will not be able to purchase Defendant’s Product in
22 the future, even though Plaintiff would like to, since simply viewing the ingredient
23 list on Defendant’s Product that displays the wording “hypoallergenic” will not be
24 enough to prevent Plaintiff from being deceived since the sub-components of a
25 fragrance need not be individually listed thereby depriving the Plaintiff of any ability
26 to determine existence of allergens in advance of purchase. Moreover, even if the
27 information were made available, Plaintiff, as a reasonable consumer, does not have
28 the scientific background or knowledge to make such a determination.

CLASS ACTION ALLEGATIONS

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3 78. Plaintiff brings this action on behalf of herself and on behalf of classes of
4 all others similarly situated consumers defined as follows:

- 5 a. **California:** All persons in California who purchased the Class
6 Products in California during the applicable Class Period;¹¹
7
8 b. **Nationwide:** All persons who purchased the Class Products in
9 United States during the applicable Class Period
10
11 c. **Class Period** is the maximum time allowable as determined by the
12 statute of limitation periods accompanying each cause of action.¹²

13 79. Plaintiff brings this class action pursuant to Federal Rule of Civil
14 Procedure 23(a), and 23(b)(1), 23(b)(2), 23(b)(3) and 23(c)(4).

15 80. Excluded from the Classes are: (i) Defendant and its employees,
16 principals, affiliated entities, legal representatives, successors and assigns; and (ii) the
17 judges to whom this action is assigned.

18 81. Upon information and belief, there are tens of thousands of members of
19 the Class. Therefore, individual joinder of all members of the Class would be
20 impracticable.

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24 ¹¹ Collectively referred to as “Class or Classes.”

25 ¹² The statute of limitations for Plaintiff’s claims under California Civil Code § 1750, *et seq.*, and for
26 unjust enrichment is 3 years. Accordingly for these claims the Class Period begins 3 years prior to
27 the date of the initial filing to the present. Plaintiff’s claims under California’s Business and
28 Professions Code § 17200, *et seq.*, California’s Business & Professions Code § 17500, *et seq.*, and
for breach of express warranty have a statute of limitations of 4 years. Accordingly the Class Period
for these claims begins four years prior to the date of filing to the present.

1 82. There is a well-defined community of interest in the questions of law and
2 fact affecting the parties represented in this action.

3 83. Common questions of law or fact exist as to all members of the Class.
4 These questions predominate over the questions affecting only individual Class
5 members. These common legal or factual questions include but are not limited to:

- 6 a. Whether Defendant marketed, packaged, or sold the Class
7 Products to Plaintiff and those similarly situated using false,
8 misleading, or deceptive statements or representations;
- 9 b. Whether Defendant omitted or misrepresented material facts
10 in connection with the sales of their Products;
- 11 c. Whether Defendant participated in and pursued the common
12 course of conduct complained of herein;
- 13 d. Whether Defendant has been unjustly enriched as a result of
14 its unlawful business practices;
- 15 e. Whether Defendant's actions violate the Unfair Competition
16 Law, Cal. Bus. & Prof. Code §§17200, et seq. (the "UCL");
- 17 f. Whether Defendant's actions violate the False Advertising
18 Law, Cal. Bus. & Prof. Code §§17500, et seq. (the "FAL");
- 19 g. Whether Defendant's actions violate the Consumers Legal
20 Remedies Act, Cal. Civ. Code §§1750, et seq. (the "CLRA");
- 21 h. Whether Defendant's actions constitute breach of express
22 warranty;
- 23 i. Whether Defendant should be enjoined from continuing the
24 above-described practices;
- 25 j. Whether Plaintiff and members of the Class are entitled to
26 declaratory relief; and
- 27 k. Whether Defendant should be required to make restitution,
28 disgorge profits, reimburse losses, and pay damages as a
result of the above-described practices.

1 84. Plaintiff's claims are typical of the claims of the Class, in that Plaintiff is
2 a consumer who purchased Defendant's Product. Plaintiff is no different in any
3 relevant respect from any other Class member who purchased the Product, and the
4 relief sought is common to the Class.

5 85. Plaintiff is an adequate representative of the Class because her interests
6 do not conflict with the interests of the members of the Class she seeks to represent,
7 and she has retained counsel competent and experienced in conducting complex class
8 action litigation. Plaintiff and her counsel will adequately protect the interests of the
9 Class.

10 86. A class action is superior to other available means for the fair and
11 efficient adjudication of this dispute. The damages suffered by each individual Class
12 member will likely be relatively small, especially given the cost of the Products at
13 issue and the burden and expense of individual prosecution of complex litigation
14 necessitated by Defendant's conduct. Thus, it would be virtually impossible for
15 members of the Class individually to effectively redress the wrongs done to them.
16 Moreover, even if members of the Class could afford individual actions, it would still
17 not be preferable to class-wide litigation. Individualized actions present the potential
18 for inconsistent or contradictory judgments. By contrast, a class action presents far
19 fewer management difficulties and provides the benefits of single adjudication,
20 economies of scale, and comprehensive supervision by a single court.

21 87. In the alternative, the Class may be certified because Defendant has acted
22 or refused to act on grounds generally applicable to the Class, thereby making
23 appropriate preliminary and final equitable relief with respect to each Class.

24 88. The requirements for maintaining a class action pursuant to Rule 23(b)(2)
25 are also met, as Defendant has acted or refused to act on grounds generally applicable
26 to the Class, thereby making appropriate final injunctive relief or corresponding
27 declaratory relief with respect to the Class as a whole.

28

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Violation of Breach of Express Warranty
Cal. Com. Code § 2313
(On Behalf of a Multi-State Class)**

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5 89. Plaintiff incorporates each and every allegation contained in the
6 paragraphs above as if restated herein.

7 90. Defendant made express warranties to Plaintiff and members of the Class
8 that the Products they purchased were “hypoallergenic.”

9 91. The “hypoallergenic” representation is a specific, affirmative statement
10 of fact regarding the Products’ formulation and allergenic profile which appears
11 uniformly on every unit of the Product sold during the Class Period and was intended
12 to, and did, become part of the basis of the bargain between Defendant and
13 consumers.

14 92. This warranty regarding the nature of the Product marketed by Defendant
15 specifically relates to the goods being purchased and became the basis of the bargain.

16 93. Plaintiff and Class members purchased the Products in the belief that
17 they conformed to the express warranties that were made on the Products’ labels.

18 94. As alleged herein, the Product contains Linalool and d-Limonene,
19 known allergens and common causes of allergic contact dermatitis which is
20 inconsistent with the express “hypoallergenic” representation.

21 95. Defendant breached the express warranties made to Plaintiff and
22 members of the Class by failing to supply goods that conformed to the warranties it
23 made. As a result, Plaintiff and members of the Class suffered injury and deserve to be
24 compensated for the damages they suffered.

25 96. Plaintiff and the members of the Class paid money for the Products.
26 However, Plaintiff and the members of the Class did not obtain the full value of the
27 advertised Products. If Plaintiff and other members of the Class had known of the true
28 nature of the Products, they would not have purchased them or paid less for them.

1 Accordingly, Plaintiff and members of the Class have suffered injury in fact and lost
2 money or property as a result of Defendant’s wrongful conduct.

3 97. Plaintiff and Class members are therefore entitled to recover damages,
4 punitive damages, equitable relief such as restitution and disgorgement of profits, and
5 declaratory and injunctive relief.

6
7 **SECOND CAUSE OF ACTION**
8 **Unfair Business Practices**
9 **Violation of The Unfair Competition Law**
10 **Bus. & Prof. Code §§ 17200, *et seq.***
11 **(On behalf of the California Class)**

12 98. Plaintiff incorporates each and every allegation contained in the
13 paragraphs above as if restated herein.

14 99. The UCL defines unfair business competition to include any “unlawful,
15 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
16 misleading” advertising. Cal. Bus. Prof. Code §17200.

17 100. A business act or practice is “unfair” under the Unfair Competition Law
18 if the reasons, justifications and motives of the alleged wrongdoer are outweighed by
19 the gravity of the harm to the alleged victims.

20 101. Defendant has violated, and continues to violate, the “unfair” prong of
21 the UCL through its misleading description of the Products. The gravity of the harm to
22 members of the Class resulting from such unfair acts and practices outweighs any
23 conceivable reasons, justifications, or motives of Defendant for engaging in such
24 deceptive acts and practices. By committing the acts and practices alleged above,
25 Defendant engaged, and continued to engage, in unfair business practices within the
26 meaning of California Business and Professions Code §§17200, *et seq.*

27 102. In accordance with California Business & Professions Code section
28 17203, and as Plaintiff lacks an adequate remedy at law, she seeks an order enjoining

1 Defendant from continuing to conduct business through unlawful, unfair, and/or
2 fraudulent acts and practices and to commence a corrective advertising campaign.

3 103. Through its unfair acts and practices, Defendant obtained, and continues
4 to unfairly obtain, money from members of the Class. As such, Plaintiff has been
5 injured and requests that this Court cause Defendant to restore this money to Plaintiff
6 and the members of the Class, to disgorge the profits Defendant made on its Products,
7 and to enjoin Defendant from continuing to violate the Unfair Competition Law or
8 violating it in the same fashion in the future. Otherwise, the Class may be irreparably
9 harmed and denied an effective and complete remedy if such an Order is not granted.

10
11 **THIRD CAUSE OF ACTION**
12 **Fraudulent Business Practices**
13 **Violation of The Unfair Competition Law**
14 **Bus. & Prof. Code §§ 17200, *et seq.***
15 **(On behalf of the California Class)**

16 104. Plaintiff incorporates each and every allegation contained in the
17 paragraphs above as if restated herein.

18 105. The UCL defines unfair business competition to include any “unlawful,
19 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
20 misleading” advertising. Cal. Bus. & Prof. Code §17200.

21 106. A business act or practice is “fraudulent” under the Unfair Competition
22 Law if it actually deceives or is likely to deceive members of the consuming public.

23 107. Defendant’s acts and practices of mislabeling its Products in a manner to
24 suggest they are “hypoallergenic” is fraudulent.

25 108. As a result of the conduct described above, Defendant has been, and will
26 continue to be, unjustly enriched at the expense of Plaintiff and members of the
27 proposed Class. Specifically, Defendant has been unjustly enriched by the profits it
28 has obtained from Plaintiff and the Class from the purchases of its Products.

1 109. In accordance with California Business & Professions Code Section
2 17203, and as Plaintiff lacks an adequate remedy at law, she seeks an order enjoining
3 Defendant from continuing to conduct business through unlawful, unfair, and/or
4 fraudulent acts and practices and to commence a corrective advertising campaign.

5 110. Through its fraudulent acts and practices, Defendant has improperly
6 obtained, and continues to improperly obtain, money from members of the Class. As
7 such, Plaintiff requests that this Court cause Defendant to restore this money to
8 Plaintiff and the Class, to disgorge the profits Defendant has made, and to enjoin
9 Defendant from continuing to violate the Unfair Competition Law or violating it in the
10 same fashion in the future. Otherwise, the Class may be irreparably harmed and
11 denied an effective and complete remedy if such an Order is not granted.

12
13 **FOURTH CAUSE OF ACTION**
14 **Unlawful Business Practices**
15 **Violation of The Unfair Competition Law**
16 **Bus. & Prof. Code §§ 17200, *et seq.***
17 **(On behalf of the California Class)**

18 111. Plaintiff incorporates each and every allegation contained in the
19 paragraphs above as if rewritten herein.

20 112. The UCL defines unfair business competition to include any “unlawful,
21 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
22 misleading” advertising. Cal. Bus. Prof. Code § 17200.

23 113. A business act or practice is “unlawful” if it violates any established state
24 or federal law.

25 114. Defendant’s labeling and marketing of the Products as “hypoallergenic”
26 constitutes an unlawful business practice within the meaning of the UCL because it
27 violates California’s Sherman Food, Drug, and Cosmetic Law, Health & Safety Code
28 section 111730 et seq.

1 115. Under the Sherman Act, a cosmetic is misbranded if its labeling is false or
2 misleading in any particular. Health & Safety Code § 111330. California’s Sherman
3 Act expressly adopts the federal cosmetic misbranding standard set forth in the Federal
4 Food, Drug, and Cosmetic Act (“FDCA”), 21 U.S.C. § 362(a).

5 116. Defendant labeled and marketed the Products as “hypoallergenic” despite
6 the intentional inclusion of fragrance ingredients d-Limonene and Linalool that are
7 widely recognized as common allergens. This representation created a false and
8 misleading impression regarding the Products’ formulation and allergenic profile.

9 117. Because the Products’ labeling was false or misleading in a material
10 respect, the Products were misbranded under 21 U.S.C. § 362(a) and Health & Safety
11 Code § 111730.

12 118. Plaintiff does not seek to enforce the FDCA, nor does Plaintiff seek to
13 impose requirements different from or in addition to those imposed by the FDCA.
14 Plaintiff seeks only to enforce California law that independently incorporates the federal
15 misbranding standard and is actionable under the UCL.

16 119. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff
17 and members of the Class suffered economic injury, including payment of a price
18 premium for Products that were falsely marketed as “hypoallergenic.”

19 120. By committing the unlawful acts and practices alleged above, Defendant
20 has engaged, and continues to be engaged, in unlawful business practices within the
21 meaning of California Business and Professions Code §§ 17200, *et seq.*

22 121. Through its unlawful acts and practices, Defendant has obtained, and
23 continues to unfairly obtain, money from members of the Class. As such, Plaintiff
24 requests that this Court cause Defendant to restore this money to Plaintiff and all
25 members of the Class, to disgorge the profits Defendant made on these transactions, and
26 to enjoin Defendant from continuing to violate the Unfair Competition Law or violating
27 it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and
28 denied an effective and complete remedy if such an order is not granted.

1 **FIFTH CAUSE OF ACTION**

2 **False Advertising**
3 **Violation of California Business & Professions Code §§ 17500, *et seq.***
4 **(On behalf of the California Class)**

5 122. Plaintiff incorporates each and every allegation contained in the
6 paragraphs above as if restated herein.

7 123. Defendant uses advertising and packaging to sell its Products. Defendant
8 disseminates advertising regarding its Products which by their very nature are
9 deceptive, untrue, or misleading within the meaning of California Business &
10 Professions Code §§17500, *et seq.* because those advertising statements contained on
11 the labels are misleading and likely to deceive, and continue to deceive, members of
12 the putative Class and the general public.

13 124. In making and disseminating the statements alleged herein, Defendant
14 knew or should have known that the statements were untrue or misleading, and acted
15 in violation of California Business & Professions Code §§17500, *et seq.*

16 125. The misrepresentations and non-disclosures by Defendant of the material
17 facts detailed above constitute false and misleading advertising and therefore
18 constitute a violation of California Business & Professions Code §§17500, *et seq.*

19 126. Through its deceptive acts and practices, Defendant has improperly and
20 illegally obtained money from Plaintiff and the members of the Class. As such,
21 Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and
22 the members of the Class, and to enjoin Defendant from continuing to violate
23 California Business & Professions Code §§17500, *et seq.*, as discussed above.
24 Otherwise, Plaintiff and those similarly situated will continue to be harmed by
25 Defendant's false and/or misleading advertising.

26 127. As a result, and as they lack an adequate remedy at law, Plaintiff and the
27 Class are entitled to equitable relief, restitution, and an order for the disgorgement of
28 the funds by which Defendant was unjustly enriched and pray for relief as set forth
below.

1 128. Pursuant to California Business & Professions Code §17535, Plaintiff
2 seeks an Order of this Court ordering Defendant to fully disclose the true nature of its
3 misrepresentations. Plaintiff additionally requests an Order: (1) requiring Defendant to
4 disgorge its ill-gotten gains, (2) award full restitution of all monies wrongfully
5 acquired by Defendant, and (3) interest and attorneys’ fees. Plaintiff and the Class
6 may be irreparably harmed and denied an effective and complete remedy if such an
7 Order is not granted.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of the Consumers Legal Remedies Act**
10 **California Civil Code §§ 1750, *et seq.***
11 **(On behalf of the California Class)**

12 129. Plaintiff incorporates each and every allegation contained in the
13 paragraphs above as if restated herein.

14 130. This cause of action is brought pursuant to the Consumers Legal
15 Remedies Act, California Civil Code §§1750, *et seq.* (the “CLRA”).

16 131. Plaintiff and each member of the proposed Class are “consumers” within
17 the meaning of Civil Code §1761(d).

18 132. The purchases of the Products by consumers constitute “transactions”
19 within the meaning of Civil Code §1761(e) and the Products constitute “goods” within
20 the meaning of Civil Code §1761(a).

21 133. Defendant has violated, and continues to violate, the CLRA in at least the
22 following respects:

- 23 a. §1770(5) pertaining to misrepresentations regarding the
24 characteristics of goods sold—specifying that misleading
25 representations regarding ingredients violate the CLRA;
- 26 b. §1770(7) pertaining to misrepresentations regarding the standard,
27 quality, or grade of goods sold; and
- 28 c. § 1770(9) pertaining to goods advertised with the intent not to
provide what is advertised.

1 134. Defendant knew, or should have known, that the labeling of its Products
2 as hypoallergenic violated consumer protection laws, and that these statements would
3 be relied upon by Plaintiff and the members of the Class.

4 135. The representations were made to Plaintiff and all members of the Class.
5 Plaintiff relied on the accuracy of the representations on Defendant's labels which
6 formed a material basis for their decisions to purchase the Products. Moreover, based
7 on the very materiality of Defendant's misrepresentations uniformly made on or
8 omitted from their Product labels, reliance may be presumed or inferred for all
9 members of the Class.

10 136. Defendant carried out the scheme set forth in this Complaint willfully,
11 wantonly, and with reckless disregard for the interests of Plaintiff and the Class, and
12 as a result, Plaintiff and the Class have suffered an ascertainable loss of money or
13 property.

14 137. Plaintiff and the members of the Class request that this Court enjoin
15 Defendant from continuing to engage in the unlawful and deceptive methods, acts and
16 practices alleged above, pursuant to California Civil Code §1780(a)(2). Unless
17 Defendant is permanently enjoined from continuing to engage in such violations of the
18 CLRA, future consumers of Defendant's Products will be damaged by their acts and
19 practices in the same way as have Plaintiff and the members of the proposed Class.

20 138. Plaintiff served a CLRA demand pursuant to Civil Code §1782 in
21 conjunction with service of this Complaint, notifying Defendant of the conduct
22 described herein and that such conduct is in violation of particular provisions of Civil
23 Code §1770. If 30 days pass without Defendant properly addressing Plaintiff's
24 demands, Plaintiff will amend this Complaint to seek the full measure of damages
25 provided under Civil Code §1780.

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2 **SEVENTH CAUSE OF ACTION**
3 **Restitution Based On Quasi-Contract/Unjust Enrichment**

4 139. Plaintiff incorporates each and every allegation contained in the
5 paragraphs above as if restated herein.

6 140. Plaintiff pleads this cause of action in the alternative and pursuant to
7 California law.

8 141. Defendant's conduct in enticing Plaintiff and the Class to purchase its
9 Products with false and misleading packaging is unlawful because the statements
10 contained on the Defendant's Product labels are untrue.

11 142. Defendant took monies from Plaintiff and the Class for these Products
12 and have been unjustly enriched at the expense of Plaintiff and the Class as a result of
13 its unlawful conduct alleged herein, thereby creating a quasi-contractual obligation on
14 Defendant to restore these ill-gotten gains to Plaintiff and the Class. It is against
15 equity and good conscience to permit Defendant to retain the ill-gotten benefits
16 received from Plaintiff and Class members.

17 143. As a direct and proximate result of Defendant's unjust enrichment,
18 Plaintiff and the Class are entitled to restitution or restitutionary disgorgement in an
19 amount to be proved at trial.
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PRAYER FOR RELIEF

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3 THEREFORE, Plaintiff, on behalf of herself and on behalf of the other
4 members of the Class and for the Counts so applicable on behalf of the general public
5 request an award and relief as follows:

6 A. An order certifying that this action is properly brought and may be
7 maintained as a class action, that Plaintiff be appointed Class Representative, and
8 Plaintiff’s counsel be appointed Lead Counsel for the Class.

9 B. Restitution in such amount that Plaintiff and all members of the Class
10 paid to purchase Defendant’s Product or restitutionary disgorgement of the profits
11 Defendant obtained from those transactions, for Causes of Action for which they are
12 available.

13 C. Compensatory damages for Causes of Action for which they are
14 available.

15 D. Statutory penalties for Causes of Action for which they are available.

16 E. Punitive Damages for Causes of Action for which they are available.

17 F. A declaration and Order enjoining Defendant from marketing and
18 labeling its Products deceptively, in violation of laws and regulations as specified in
19 this Complaint.

20 G. An Order awarding Plaintiff her costs of suit, including reasonable
21 attorneys’ fees and pre and post judgment interest.

22 H. An Order requiring an accounting for, and imposition of, a constructive
23 trust upon all monies received by Defendant as a result of the unfair, misleading,
24 fraudulent and unlawful conduct alleged herein.

25 I. Such other and further relief as may be deemed necessary or appropriate.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action or issues so triable.

DATED: May 7, 2026

Respectfully submitted,



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