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**SMITH KRIVOSHEY, PC**  
Yeremey O. Krivoshey (CA Bar No. 295032)  
Brittany S. Scott (CA Bar No. 327132)  
28 Geary Street, Suite 650 No. 1507  
San Francisco, CA 94108  
Telephone: 415-839-7077  
Facsimile: 888-410-0415  
E-Mail: yeremey@skclassactions.com  
E-Mail: brittany@skclassactions.com

**SMITH KRIVOSHEY, PC**  
Joel D. Smith (CA Bar No. 244902)  
E-Mail: joel@skclassactions.com  
867 Boylston Street, 5<sup>th</sup> Floor, Ste. 1520  
Boston, MA 02116  
Phone: 617-377-7404

*Attorneys for Plaintiff*

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

TERRI GAMINO, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

THE PROCTER & GAMBLE  
COMPANY,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff, Terri Gamino (“Plaintiff”), individually and on behalf of all others  
2 similarly situated, brings this action against Defendant, The Procter & Gamble  
3 Company (“Defendant”) based on personal knowledge, investigation of counsel,  
4 and on information and belief as to all other matters.

5 **NATURE OF THE ACTION**

6 1. This is a putative class action lawsuit on behalf of purchasers of Secret  
7 Invisible Solid Antiperspirant and Deodorant (the “Products”):



15 2. Defendant manufactures, markets, and sells the Products in thousands  
16 of stores throughout the United States, including the state of California.

17 3. Defendant specializes in developing, marketing, and selling personal  
18 care products to consumers. In 2025 Defendant had \$84.3 billion in net sales across  
19 its product lines. Personal care products (which include antiperspirants and  
20 deodorants like the Product) made up 6% (or ~ \$ 910 million) of Defendant’s net  
21 sales in 2025. Moreover, Defendant holds the number two market share position for  
22 personal care products sold under its Old Spice, Safeguard, and Secret brands.  
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1           4. Defendant prominently advertises, markets, and sells the Products as  
2 antiperspirant/deodorant that is “unscented” (the “Unscented Representation”). The  
3 Unscented Representation promises that the Products do not contain fragrance  
4 ingredients:



14           5. Defendant intentionally misleads consumers into believing that the  
15 Products do not contain fragrance ingredients. It does this because consumers desire  
16 products without fragrance ingredients can cause skin irritation and allergic  
17 reactions. As a result, consumers are seeking out products without fragrance  
18 ingredients.

19           6. However, unbeknownst to consumers, the Products do contain  
20 fragrance and are therefore not “unscented.”

21           7. As such, Defendant has engaged in widespread false and deceptive  
22 conduct by designing, marketing, manufacturing, distributing, and selling the  
23 Products with the Unscented Representation. Every package of the Products  
24 misleads consumers into believing the Products do not contain fragrance.

25           8. Plaintiff and Class members purchased the Product, which are  
26 designed, marketed, manufactured, distributed, and sold by Defendant. Further,  
27 Plaintiff and Class members relied to their detriment on Defendant’s Unscented  
28

1 Representation, when the Products do contain fragrance and therefore are not  
2 unscented. Plaintiff and Class members would not have purchased the Products – or  
3 would not have paid as much as they did to purchase them – had they known the  
4 Unscented Representation was false. Plaintiff and Class Members thus suffered  
5 monetary damages as result of Defendant’s deceptive and false representation.

6 9. Plaintiff brings this action individually, and on behalf of similarly  
7 situated individuals who purchased the falsely and deceptively labeled Products for  
8 fraud and unjust enrichment.

9 **PARTIES**

10 10. Plaintiff Terri Gamino is a citizen and resident of California, who has  
11 an intent to remain there, and is therefore a domiciliary of California. In April 2026,  
12 Plaintiff purchased Secret Invisible Solid Antiperspirant and Deodorant from a CVS  
13 retail store. Prior to her purchase of her Product, Plaintiff reviewed the product’s  
14 labeling and packaging and saw that her Product was labeled and marketed as being  
15 “unscented.” Based on the Unscented Representation, Plaintiff believed she was  
16 purchasing a product that did not contain fragrance ingredients. Plaintiff relied on  
17 Defendant’s Unscented Representation in deciding to purchase her Product.  
18 Accordingly, the Unscented Representation was part of the basis of the bargain, in  
19 that she would not have purchased her Product on the same terms had she known  
20 the Unscented Representation was not true. In making her purchase, Plaintiff paid a  
21 price premium for a product that was unscented.

22 11. Plaintiff remains interested in purchasing the Products if they were  
23 actually “unscented” as marketed, and did not contain fragrance, and if she could  
24 have confidence regarding the truth of Defendant’s “unscented” marketing and  
25 advertising. However, because of the false, deceptive, and misleading “unscented”  
26 marketing claims, Plaintiff is unable to rely on the Products’ advertising and  
27 packaging when deciding in the future whether to purchase the Products.



1 18. As a result, consumers are seeking out unscented products because they  
2 believe they will be free of fragrance and therefore will contain fewer ingredients  
3 and less potential irritants.

4 19. In response to this demand, personal care companies – including  
5 Defendant – are increasingly introducing unscented product lines to meet consumer  
6 demand for minimalist, gentle, non-irritating personal care.

7 **II. Defendant’s “Unscented” Representation is False and Misleading**

8 20. Defendant falsely and misleadingly represents that the Products are  
9 “unscented”:



1           21. However, the Products contain fragrance, and therefore the Products  
2 are not in fact “unscented”:



11           22. Accordingly, because the Products contain fragrance, the Unscented  
12 Representation is false and misleading.

13           23. Defendant’s conduct thus deceived and/or was likely to deceive the  
14 public.

15           24. Plaintiff and Class members were deceived into believing the Products  
16 are “unscented”, when in fact they contain fragrance.

17           25. Plaintiff and Class members would not know the true nature of the  
18 Products by looking at the front labels of the Products. There is nothing on the front  
19 labels (like an asterisk) disclaiming or modifying the Unscented Representation.  
20 The Unscented Representation is not ambiguous or vague to reasonable consumers  
21 such that they would reasonably think or be expected to investigate the Unscented  
22 Representation further before purchasing the products.

23           26. Moreover, the ingredients list does not preclude consumer deception.  
24 As one court has noted, “a company can’t say something misleading on the front of  
25 a label and escape liability by stating ‘that’s not actually what we mean’ in fine print  
26 on the back.” *Locklin v. StriVectin Operating Co., Inc.*, 2022 WL 867248, at \*3  
27 (N.D. Cal. Mar. 23, 2022).  
28

1           27. Plaintiff and Class members purchased the Products in reliance on the  
2 Unscented Representation, reasonably believing the Products were unscented and  
3 did not contain fragrance ingredients.

4           28. Plaintiff's and Class members' reasonable belief that the Products were  
5 unscented was a significant factor in their decisions to purchase the Product.

6           29. Plaintiff and Class members did not know, and had no reason to know,  
7 that the Products contained fragrance ingredients because of how the Products are  
8 deceptively labeled and advertised to create the impression the Products are  
9 unscented. Nothing on the front packaging of the Products indicates that the  
10 Products contain fragrance ingredients.

11           30. Defendant knew that Plaintiff and Class members would rely on the  
12 Unscented Representation and would therefore reasonably believe the Products did  
13 not contain fragrance ingredients.

14           31. Because the Products contain fragrance contrary to the Unscented  
15 Representation, Defendant's uniform practice regarding the marketing and sale of  
16 the Products was and continues to be misleading and deceptive.

17           32. Each Class member has been exposed to the same or substantially  
18 similar deceptive practices, as the Products uniformly contains fragrance.

19           33. Consumers are willing to pay a price premium for unscented personal  
20 care products. They are also induced to make purchases that they otherwise would  
21 not have, but for the belief that the Products did not contain fragrance ingredients.  
22 Plaintiff and Class members would not have purchased the Products had they known  
23 the Products contained fragrance ingredients. Further, Plaintiff and Class members  
24 paid a price premium for the Products because of the Unscented Representation.  
25 Therefore, Plaintiff and Class members suffered an injury in fact and lost money as  
26 a result of Defendant's false and misleading Unscented Representation.

1           **III. No Adequate Remedy at Law**

2           34. Plaintiff and members of the California Subclass are entitled to  
3 equitable relief as no adequate remedy at law exists.

4           35. **Broader Statutes of Limitations.** The statutes of limitations for the  
5 causes of action pled herein vary. The limitations period is four years for claims  
6 brought under the UCL, which is one year longer than the statutes of limitations  
7 under the FAL and CLRA. Thus, without application of tolling, California Subclass  
8 Members who purchased the Products more than 3 years prior to the filing of the  
9 complaint will be barred from recovery if equitable relief were not permitted under  
10 the UCL. Similarly, California Subclass Members who purchased the Products prior  
11 to the furthest reach-back under the statute of limitations for breach of warranty or  
12 fraud will be barred from recovery if equitable relief were not permitted for  
13 restitution/unjust enrichment.

14           36. **More Prompt, Certain, and Efficient.** Legal remedies are inadequate  
15 because they are not equally prompt and certain and in other ways efficient as  
16 equitable relief. Legal claims for damages are not equally certain as restitution  
17 because claims under the UCL and other equitable claims entail few elements.

18           37. **Broader Scope of Conduct.** In addition, the scope of actionable  
19 misconduct under the unfair prong of the UCL is broader than the other causes of  
20 action asserted herein. It includes, for example, Defendant’s overall unfair  
21 marketing scheme to promote and brand the Products with Defendant’s “unscented”  
22 marketing, including the Products’ label and packaging, over a long period of time,  
23 in order to gain an unfair advantage over competitor products and to take advantage  
24 of consumers’ desire for products that comport with Defendant’s “unscented”  
25 marketing. The UCL also creates a cause of action for violations of law (such as  
26 statutory or regulatory requirements and court orders related to similar  
27 representations and omissions made on the type of products at issue). Thus, Plaintiff  
28 and the California Subclass may be entitled to restitution under the UCL, while not

1 entitled to damages under other causes of action asserted herein (e.g., the FAL  
2 requires actual or constructive knowledge of the falsity; the CLRA is limited to  
3 certain types of Plaintiff (an individual who seeks or acquires, by purchase or lease,  
4 any goods or services for personal, family, or household purposes) and other  
5 statutorily enumerated conduct; common law fraud claims require a showing of  
6 actual deception or reliance).

7 **38. Injunctive Relief to Cease Misconduct and Dispel Misperception.**

8 Injunctive relief is appropriate on behalf of Plaintiff and the California Subclass  
9 because Defendant continues to misrepresent the Products with Defendant's  
10 "unscented" marketing. Injunctive relief is necessary to prevent Defendant from  
11 continuing to engage in the unfair, fraudulent, and/or unlawful conduct described  
12 herein and to prevent future harm - none of which can be achieved through available  
13 legal remedies (such as monetary damages to compensate past harm). Further,  
14 injunctive relief, in the form of removing Defendant's "unscented" marketing is  
15 necessary to dispel the public misperception about the Products that has resulted  
16 from years of Defendant's unfair, fraudulent, and unlawful marketing efforts. An  
17 injunction requiring removal of the claim will prevent the ongoing deception and  
18 repeat purchases based thereon. It is also not available through a legal remedy (such  
19 as monetary damages). In addition, injunctive relief is necessary because, because  
20 discovery and Plaintiff's investigation have not yet completed. Moreover, example,  
21 because the court has not yet certified any class, the following remains unknown:  
22 the scope of the class, the identities of its members, their respective purchasing  
23 practices, prices of past/future Product sales, and quantities of past/future Product  
24 sales.

25 **39. Public Injunction.** Further, because a "public injunction" is available  
26 under the UCL, damages will not adequately "benefit the general public" in a  
27 manner equivalent to an injunction.  
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1           43. Specifically excluded from the putative classes are Defendant and any  
2 entities in which Defendant has a controlling interest, Defendant's agents and  
3 employees, the judge to whom this action is assigned, members of the judge's staff,  
4 and the judge's immediate family.

5           44. **Numerosity.** Class Members are so numerous that their individual  
6 joinder herein is impracticable. On information and belief, each Class or Subclass  
7 includes hundreds of thousands of consumers. The precise number of Class  
8 Members and their identities are unknown to the Plaintiff at this time but may be  
9 determined through discovery. Class Members may be notified of the pendency of  
10 this action by mail and/or publication through the distribution records of Defendant,  
11 its agents, or other means.

12           45. **Commonality and Predominance.** Common questions of law and fact  
13 exist as to all Class Members and predominate over questions affecting only  
14 individual Class Members. Common legal and factual questions include, but are  
15 not limited to:

- 16           (a) Whether Defendant misrepresented and/or failed to disclose  
17 material facts concerning the Products;
- 18           (b) Whether the omissions and representations on the Products' label  
19 and the Products' marketing materials, or any single omission or  
20 representation, is false, misleading, and/or deceptive;
- 21           (c) Whether Defendant's conduct in advertising and selling the  
22 Products amounted to unlawful, unfair, and/or deceptive business  
23 practices;
- 24           (d) Whether Defendant breached an express and/or implied warranty  
25 created through the labeling and marketing of its Products;
- 26           (e) Whether Plaintiff and the Class Members are entitled to equitable  
27 and/or injunctive relief;
- 28           (f) Whether Plaintiff and the Class Members have sustained damage as

- 1 a result of Defendant’s unlawful conduct;
- 2 (g) The proper measure of damages sustained by Plaintiff and the Class
- 3 Members; and
- 4 (h) Whether Defendant was unjustly enriched by its unlawful practices.

5 46. **Typicality.** The claims of the Plaintiff are typical of the claims of the  
6 Class Members in that Plaintiff and the Class Members sustained damages as a  
7 result of Defendant’s uniform wrongful conduct, as alleged above.

8 47. **Adequacy.** Plaintiff will fairly and adequately protect the interests of  
9 Class Members. Plaintiff has retained counsel that is highly experienced in complex  
10 consumer class action litigation, and Plaintiff intends to vigorously prosecute this  
11 action on behalf of the classes. Plaintiff has no interests that are antagonistic to  
12 those of the Class Members. Plaintiff has no past or present financial, employment,  
13 familial, or other relationship with any of the attorneys in this case that would create  
14 a conflict of interest with the proposed Class Members.

15 48. **Superiority.** A class action is superior to all other available methods  
16 for the fair and efficient adjudication of this controversy for, *inter alia*, the following  
17 reasons: prosecutions of individual actions are economically impractical for Class  
18 Members; the Class Members are readily definable; prosecution as a class action  
19 avoids repetitious litigation and duplicative litigation costs, conserves judicial  
20 resources, and ensures uniformity of decisions; and prosecution as a class action  
21 permits claims to be handled in an orderly and expeditious manner.

22 49. Defendant has acted or failed to act on grounds generally applicable to  
23 the Class Members, thereby making appropriate final injunctive relief with respect  
24 to the Class Members as a whole.

25 50. Without a class action, Defendant will continue a course of action that  
26 will result in further damages to the Plaintiff and Class Members and will likely  
27 retain the benefits of its wrongdoing.

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**COUNT I**  
**Violation of California’s Consumers Legal Remedies Act**  
**Cal. Bus. & Prof. Code § 1750, et seq.**  
**(On Behalf of the California Subclass)**

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51. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.

52. Plaintiff brings this claim individually and on behalf of the members of the proposed California Subclass against Defendant.

53. Plaintiff and the California Subclass are “consumers,” as the term is defined by California Civil Code § 1761(d).

54. Plaintiff, Class Members, and Defendant have engaged in “transactions” as that term is defined by California Civil Code § 1761(e).

55. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

56. As alleged more fully above, Defendant has violated the CLRA by falsely representing to Plaintiff and the other Class Members that the Products are “unscented” when in fact the Products are not because they contain fragrance.

57. As a result of engaging in such conduct, Defendant has violated California Civil Code § 1770(a)(5), (a)(7), and (a)(9).

58. Defendant’s “unscented” marketing was likely to deceive, and did deceive, Plaintiff and reasonable consumers. Defendant knew, or should have known, through the exercise of reasonable care, that these statements were inaccurate and misleading.

59. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing the Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.



1 throughout this Complaint, Defendant misrepresented the Products as “unscented.”  
2 By its actions, Defendant disseminated uniform advertising regarding the Products  
3 to and across California and the United States. The advertising was, by its very  
4 nature, unfair, deceptive, untrue, and misleading within the meaning of Cal. Bus. &  
5 Prof. Code §§ 17500, *et seq.* Such advertisements were intended to – and likely did  
6 – deceive the consuming public.

7 68. The above-described false, misleading, and deceptive advertising  
8 Defendant disseminated in its “unscented” marketing continues to have a likelihood  
9 to deceive in that Defendant represented that the Products were “unscented,” when  
10 in fact the Products are not because they contain fragrance.

11 69. In making and disseminating these statements, Defendant knew, or  
12 reasonably should have known, that its advertisements were untrue and misleading  
13 in violation of California law. Plaintiff and the California Subclass based their  
14 purchasing decision on Defendant’s “unscented” marketing. Plaintiff and the  
15 California Subclass were injured in fact and lost money as a result.

16 70. The misrepresentations by Defendant about the material facts  
17 described and detailed herein constitute false and misleading advertising and,  
18 therefore, constitute a violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.*

19 71. As a result of Defendant’s wrongful conduct, Plaintiff and the Class  
20 Members lost money in an amount to be proven at trial. Plaintiff and the Class  
21 Members are therefore entitled to restitution as appropriate for this cause of action.

22 72. Plaintiff seeks all available relief under the FAL.

23 **COUNT III**  
24 **Violation of California’s Unfair Competition Act**  
25 **Cal. Bus. & Prof. Code § 17200, *et seq.***  
26 **(On Behalf of the California Subclass)**

27 73. Plaintiff incorporates and realleges each preceding paragraph as  
28 though fully set forth herein.

74. Plaintiff brings this claim individually and on behalf of the members

1 of the proposed California Subclass against Defendant.

2 75. California Business and Professions Code § 17200 prohibits “any  
3 unlawful, unfair, or fraudulent business act or practice.” For the reasons discussed  
4 above, Defendant have engaged unlawful, unfair, and fraudulent business acts or  
5 practices in violation of California Business and Professions Code § 17200.

6 76. Defendant has violated the UCL by engaging in unlawful business  
7 practices by violating the CLRA, Cal. Civ. Code §§ 1770 (a)(5), (a)(7), and (a)(9),  
8 by violating California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500,  
9 *et seq.*, by violating California’s Business and Professional Code § 17580.5, and by  
10 violating the common law by, inter alia, making false representations and warranties  
11 in its “unscented” marketing concerning the Products and retaining the unlawfully  
12 obtained benefit therefrom. Plaintiff reserves the right to allege additional violations  
13 of law which constitute other unlawful business acts or practices.

14 77. Defendant has also violated the UCL’s prohibition on unfair business  
15 practices because its conduct is substantially injurious to consumers, offends public  
16 policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the  
17 conduct outweighs any alleged benefits attributable to such conduct.

18 78. There were reasonably available alternatives to further Defendant’s  
19 legitimate business interest other than by engaging in the conduct described above.

20 79. Defendant has further violated the UCL’s prohibition on fraudulent  
21 business practices by making knowingly, or that which Defendant reasonably  
22 should know, false and misleading representations and warranties about its Products  
23 which were likely to deceive the consuming public within the meaning of Bus. &  
24 Prof. Code § 17200.

25 80. Plaintiff and the California Subclass suffered a substantial injury by  
26 virtue of buying Products they would not have purchased absent Defendant’s  
27 unlawful, unfair, and fraudulent marketing and advertising about the nature of the  
28 Products.

1 81. There is no benefit to consumers or competition from Defendant’s  
2 marketing detailed herein claiming that the Products were “unscented” when they  
3 were not.

4 82. Plaintiff and the California Subclass had no way of reasonably  
5 knowing that the Products they purchased was not marketed, packaged, or labeled  
6 accurately. Thus, they could not have reasonably avoided the injury each of them  
7 suffered.

8 83. The gravity of the consequences of Defendant’s conduct as described  
9 outweighs any justification, motive, or reason therefore, particularly considering the  
10 available legal alternatives which exist in the marketplace. Such conduct is immoral,  
11 unethical, unscrupulous, offends established public policy, or is substantially  
12 injurious to Plaintiff and the California Subclass.

13 84. Plaintiff seeks all available relief under the UCL.

14 **COUNT IV**  
15 **Unjust Enrichment**  
16 **(On Behalf of the California Subclass)**

17 85. Plaintiff realleges and incorporates the above allegations by reference  
18 as if set forth fully herein.

19 86. Plaintiff brings this claim individually and on behalf of the members  
20 of the proposed California Subclass against Defendant.

21 87. To the extent required by law, Plaintiff alternatively styles this cause  
22 of action as a quasi-contract claim seeking restitution.

23 88. Plaintiff and the California Subclass conferred benefits on Defendant  
24 by purchasing the Products.

25 89. Defendant has been unjustly enriched in retaining the revenues derived  
26 from the California Subclasses’ purchases of the Products. Retention of those  
27 monies under these circumstances is unjust and inequitable because Defendant  
28 warranted that the Products were “unscented” when in fact, they are not because

1 they contain fragrance. Defendant’s misrepresentations caused injuries to Plaintiff  
2 and the California Subclass because they would not have purchased the Products if  
3 the true facts were known.

4 90. Because Defendant’s retention of the non-gratuitous benefits conferred  
5 on it by Plaintiff and the California Subclass is unjust and inequitable, Defendant  
6 must pay restitution to Plaintiff and the California Subclass for its unjust  
7 enrichment, as ordered by the Court.

8 91. Plaintiff and the California Subclass have suffered an injury in fact and  
9 have lost money as a result of Defendant’s unjust conduct. They lack an adequate  
10 remedy at law with respect to this claim and are entitled to non-restitutionary  
11 disgorgement of the financial profits that Defendant obtained as a result of its unjust  
12 conduct.

13 **COUNT V**  
14 **Fraud**

15 **(On Behalf of the Nationwide Class and California Subclass)**

16 92. Plaintiff incorporates by reference the allegations contained in all  
17 preceding paragraphs of this complaint.

18 93. Plaintiff brings this claim individually and on behalf of the members  
19 of the proposed Nationwide Class and California Subclass against Defendant.

20 94. As discussed above, Defendant provided Plaintiff and Class and  
21 Subclass members with false or misleading material information about the  
22 Products in its marketing, including but not limited to the fact that the Products  
23 were “unscented.”

24 95. These misrepresentations were made with knowledge of their  
25 falsehood.

26 96. The misrepresentations made by Defendant in its “unscented”  
27 marketing, upon which Plaintiff and Class and Subclass members reasonably and  
28

1 justifiably relied, were intended to induce, and actually induced Plaintiff and Class  
2 and Subclass members to purchase the Product.

3 97. The fraudulent actions of Defendant caused damage to Plaintiff and  
4 Class and Subclass members, who are entitled to damages and other legal and  
5 equitable relief as a result.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
8 situated, seeks judgment against Defendant, as follows:

- 9 a. For an order certifying the classes and naming Plaintiff as the  
10 representative of the classes;
- 11 b. For an order declaring Defendant’s conduct violates the statutes  
12 referenced herein;
- 13 c. For an order finding in favor of Plaintiff and the classes on all counts  
14 asserted herein;
- 15 d. For actual, compensatory, statutory, and/or punitive damages in amounts  
16 to be determined by the Court and/or jury;
- 17 e. For prejudgment interest on all amounts awarded;
- 18 f. For an order of restitution and all other forms of equitable monetary  
19 relief;
- 20 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 21 h. For an order awarding Plaintiff and the classes their reasonable attorney  
22 fees, expenses, and costs of suit.

23 **JURY TRIAL DEMANDED**

24 Pursuant to Fed. R. Civ. P. 38(b), Plaintiff requests a jury trial on all issues so  
25 triable.

26  
27 Dated: May 29, 2026

Respectfully submitted,

28 /s/ Brittany S. Scott

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Joel D. Smith (CA Bar No. 244902)  
E-Mail: joel@skclassactions.com  
867 Boylston Street, 5<sup>th</sup> Floor, Ste. 1520  
Boston, MA 02116  
Phone: 617-377-7404

*Attorneys for Plaintiff*

**CLRA Venue Declaration, Civil Code § 1780(c)**

I, Brittany S. Scott, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify hereto.

2. I am the attorney for Plaintiff in the above-captioned action.

3. I submit this declaration in support of the Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*

4. The Class Action Complaint has been filed in the proper place for trial of this action.

5. It is my understanding that Defendant regularly transacts business in Orange County, and the acts and omissions giving rise to this action occurred in large part in Orange County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 29, 2026 in Oakland, CA.

By: /s/ Brittany S. Scott

Brittany S. Scott