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

BRIGETTE LOWE, on behalf of herself, all others
similarly situated, and the general public,

Plaintiff,

v.

SODALIS USA, LLC,

Defendant.

Case No.: 26-cv-6962

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
CONSUMER FRAUD, BREACH OF
WARRANTIES, AND UNJUST
ENRICHMENT**

DEMAND FOR JURY TRIAL

Plaintiff BRIGETTE LOWE on behalf of herself, all others similarly situated, and the general public, by and through her undersigned counsel, brings this action against SODALIS USA, LLC (“Sodalis”), and alleges the following upon her own knowledge or, where she lacks personal knowledge, upon information and belief, including the investigation of her counsel.

INTRODUCTION

1. Sodalis manufactures and sells Sure branded “Unscented” deodorants in Original Solid, Invisible Solid, and Aerosol varieties (the “Products”).



2. Given the prominent front-label “Unscented” representation on the Products, consumers believe the Products are in fact unscented, *i.e.* free of fragrance. Sodalis’ marketing, however, is false and misleading because the Products actually contain fragrance and are therefore scented.

3. Plaintiff brings this action against Sodalis on behalf of herself, similarly situated Class Members, and the general public to enjoin Sodalis from deceptively marketing the Products as “Unscented,” and to recover compensation for injured Class Members.

THE PARTIES

4. Plaintiff Brigitte Lowe resides in Contra Costa County, California. Accordingly, she is a citizen of the State of California.

5. Defendant Sodalis USA, LLC is a Delaware corporation with its principal place of business in Westport, Connecticut. Sodalis distributes and markets the Products nationwide, including in California.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), the Class Action Fairness Act, because the matter in controversy exceeds \$5,000,000 exclusive of interest and costs, and at least one member of the class is a citizen of a state different from Sodalis. In addition, more than two-thirds of the class members reside in states other than the state in which Sodalis is a citizen and in which this case is filed, and therefore any exceptions to jurisdiction under 28 U.S.C. § 1332(d) do not apply.

7. The Court has personal jurisdiction over Sodalis because it has purposely availed itself of the benefits and privileges of conducting business activities within California, including by marketing, distributing, and selling the Products in California.

8. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c), because Sodalis resides (*i.e.*, is subject to personal jurisdiction) in this district, and because a substantial part of the events giving rise to the claims occurred in this district.

FACTS

I. Sodalis Falsely Markets Deodorants Containing Fragrance as “Unscented”

9. Consumer demand for unscented skincare and hygiene products has grown drastically in recent years, driven by heightened awareness of health and ingredient safety issues.

10. “According to an NIH study, the ingredients in fragrance can have adverse effects on health. Components and contaminants in fragrances can cause allergies, breast cancer, reproductive disorders, skin allergies, nervous system damage and migraine headaches. This emerging knowledge has fueled the desire for a more natural and gentle skincare routine, and the demand for unscented products.”¹

¹ <https://livnature.com/blogs/news/growing-popularity-of-unscented-products-here-s-why> (citing Zahra Kazemi et al., *Evaluation of pollutants in perfumes, colognes and health effects on the consumer: a systematic review*, J. ENVIRON. HEALTH SCI. ENG., Vol. 20, No. 1, pp. 589-98 (Feb. 3, 2022)).

11. Moreover, “[s]ensitive skin is on the rise: Studies suggest that over 50% of adults report skin sensitivity.”² Unscented products are particularly beneficial for the many consumers with skin sensitivities, allergies, respiratory disorders, or who are otherwise sensitive to perfumes. Unscented products minimize these risks and provide a safer, more desirable option for many consumers.

12. Dermatologists identify fragrance as a common skin irritant that should be avoided by those with sensitive skin.³ This is because “[m]any fragrances contain allergens that can trigger reactions. Opting for fragrance-free options helps minimize the risk of irritation and keeps your skin calm and healthy.”⁴

13. Even those without fragrance sensitivities sometimes wish to avoid fragrance due to the sensitivities of those around them, including workplace policies that prohibit the use of scented products.

14. Other consumers may want unscented deodorant so that it does not interfere with the fragrance of their perfume or cologne of choice.

15. Many consumers are thus willing to pay more for products that are unscented, *i.e.* free of fragrance. Unsurprisingly, consumers believe products labeled “Unscented” will be in fact unscented, *i.e.* free of fragrance.

16. As a sophisticated marketing company that studies consumer demand, Sodalis is aware of this strong consumer preference and capitalizes on it by marketing and labeling the Products as “Unscented.”

17. Sodalis’ “Unscented” representation is false and misleading, however, because the Products contain added fragrance. The Invisible Solid Product contains an unidentified “Fragrance,” while the Original Solid Product contains “Pentadecalactone,” and the Aerosol Product contains “Ethylene Brassylate.”

18. Fragrance is defined as “the quality of being fragrant; a sweet or pleasing scent” or “perfume, cologne, toilet water, or the like.”⁵

² <https://terra-tory.com/blogs/terra-haus/think-fragrance-free-doesn-t-sell-the-market-says-otherwise>.

³ See, e.g., Andrea McLin, MPAS, PA-C, *Sensitive Skin? Avoid These 8 Common Irritants in Products You Use Daily*, Epiphany Dermatology, available at <https://www.epiphanydermatology.com/medical-dermatology/sensitive-skin>; Dr. Levy, *Navigating Sensitive Skin Fragrance Free Products That Actually Deliver*, Dermatology of Seattle & Bellevue (Sep. 23, 2025), available at <https://dermatologyseattle.com/navigating-sensitive-skin-fragrance-free-products-that-actually-deliver>.

⁴ *Id.*

⁵ <https://www.dictionary.com/browse/fragrance>.

19. According to the Environmental Working Group, “[t]he word ‘fragrance’ or ‘parfum’ on the product label represents an undisclosed mixture of various scent chemicals and ingredients used as fragrance dispersants such as diethyl phthalate. Fragrance mixes have been associated with allergies, dermatitis, respiratory distress and potential effects on the reproductive system.”⁶

20. Pentadecalactone is a fragrance “used to create powdery, musk-like scents.”⁷

21. Ethylene Brassylate is a fragrance with an odor described as “Powdery, sweet, floral and ambrette-like with woody, spicy and vanilla nuances.”⁸

22. By falsely labeling the Products “Unscented” when they are formulated with these added fragrances, Sodalis chose to increase its profits at the expense of consumer trust.

23. Because the Products are prominently and unambiguously labeled as “unscented,” reasonable consumers usually do not—particularly prior to purchase—read the fine-print inactive ingredients that include Fragrance, Pentadecalactone, or Ethylene Brassylate in the midst of unfamiliar compounds such as Cyclopentasiloxane, PPG-14 Butyl Ether, Hydrofluorocarbon 152a, Cyclopentasiloxane, Isopropyl Myristate, and Distearidimonium Hectorite, among others.

[continued]

⁶ <https://www.ewg.org/skindeep/ingredients/702512-FRAGRANCE>.

⁷ <https://fragranceconservatory.com/ingredient/pentadecalactone;> *see also* <https://pubchem.ncbi.nlm.nih.gov/compound/235414> (describing Pentadecalactone as a “synthetic musk odor”).

⁸ <https://www.thegoodscentscompany.com/data/rw1002472.html>.

*Original Solid**Invisible Solid**Aerosol*

24. Moreover, average consumers do not know what Pentadecalactone or Ethylene Brassylate are, such that reading the inactive ingredients is insufficient to inform them that the Products are scented.

II. Plaintiff's Purchases, Reliance, and Injury

25. Over the past several years, Plaintiff regularly purchased the Unscented Original Solid Product, with her last purchase in approximately March or April of 2026. Plaintiff made her purchases from stores such as Walmart in Antioch, California.

26. When purchasing the Product, Plaintiff was searching for a deodorant that was free of fragrance. In purchasing the Product, Plaintiff was exposed to, read, and relied on the label, including that

1 the Product is “Unscented,” which Plaintiff reasonably understood to mean free of fragrance. Plaintiff did
2 not notice Pentadecalactone in the fine-print ingredient list.

3 27. Plaintiff acted reasonably in relying on Sodalís’ “Unscented” representation, which Sodalís
4 intentionally placed on the Products’ labeling with the intent to induce average consumers into purchasing
5 the Products.

6 28. Because the Products contains fragrance, they are not unscented or fragrance-free. Instead of
7 receiving a product that was unscented and free of fragrance, Plaintiff received a product that contained
8 added fragrance.

9 29. The Products cost more than similar products without misleading labeling and would have
10 cost less absent Sodalís’ false and misleading statements.

11 30. Through the misleading labeling claim, Sodalís was able to gain a greater share of deodorant
12 market than it would have otherwise and to increase the size of the market.

13 31. Plaintiff and other Class Members paid more for the Products, and would only have been
14 willing to pay less, or unwilling to purchase it at all, absent the false and misleading labeling complained of
15 herein.

16 32. For these reasons, the Products were worth less than what Plaintiff and other Class Members
17 paid for them.

18 33. Plaintiff and other Class Members lost money as a result of Sodalís’ deceptive claims and
19 practices in that they did not receive what they paid for when purchasing the Products.

20 34. Plaintiff still wishes to purchase unscented products. She continues to see the Products at
21 stores where she shops. Plaintiff would purchase the Products in the future if they were truly “Unscented,”
22 but as a lay consumer, Plaintiff may be unable to determine that in the future absent an injunction.

23 35. Plaintiff’s substantive right to a marketplace free of fraud, where she is entitled to rely with
24 confidence on representations made by Sodalís, continues to be violated every time they are exposed to the
25 Products’ misleading labeling claims.

26 36. Plaintiff’s legal remedies are inadequate to prevent these future injuries.
27
28

CLASS ACTION ALLEGATIONS

37. While reserving the right to redefine or amend the class definition prior to or as part of a motion seeking class certification, pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks to represent a class of all persons in the United States (the “Class”) and a subclass of all persons in California (the “California Subclass”) who purchased the Products for personal or household use during the four years preceding the date of the filing of this Complaint to the time a class is notified (the “Class Period”).

38. The Members in the proposed Class and Subclass are so numerous that individual joinder of all Members is impracticable, and the disposition of the claims of all Class Members in a single action will provide substantial benefits to the parties and Court.

39. Questions of law and fact common to Plaintiff and the Class (or California Subclass) include:

- a. whether Sodalís’ “Unscented” labeling and advertising was material, or likely to be material, to a reasonable consumer, or whether Sodalís had reason to believe that it was;
- b. whether, due to the Products’ fragrance content, the challenged labeling is false, misleading, or reasonably likely to deceive a reasonable consumer;
- c. whether Sodalís’ conduct is unfair or violates public policy;
- d. whether Sodalís’ conduct violates California or federal drug labeling statutes or regulations;
- e. whether Sodalís made and breached warranties;
- f. whether Sodalís was unjustly enriched;
- g. the proper amount of damages, including punitive damages;
- h. the proper amount of restitution; and
- i. the proper scope of injunctive relief.

40. These common questions of law and fact predominate over questions that affect only individual Class Members.

41. Plaintiff’s claims are typical of other Class Members’ claims because they are based on the same underlying facts, events, and circumstances relating to Sodalís’ conduct. Specifically, all Class Members, including Plaintiff, were subjected to the same misleading and deceptive conduct when they purchased the Products and suffered economic injury because the Products are misrepresented.

42. Plaintiff will fairly and adequately represent and protect the interests of the Class, has no interests incompatible with the interests of the Class, and has retained counsel competent and experienced in class action litigation, and specifically in litigation involving the false and misleading advertising of consumer goods.

43. Class treatment is superior to other options for resolution of the controversy because the relief sought for each Class Member is small, such that, absent representative litigation, it would be infeasible for Class Members to redress the wrongs done to them.

44. Sodalís has acted on grounds applicable to the Class, thereby making appropriate final injunctive and declaratory relief concerning the Class as a whole.

45. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3).

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*

(On Behalf of the California Subclass)

50. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth fully herein.

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

52. The acts, misrepresentations and practices alleged herein constitute business acts and practices.

Fraudulent

53. A statement or practice is fraudulent under the UCL if it is likely to deceive a significant portion of the public, applying an objective reasonable consumer test.

54. As set forth herein, Sodalís’ labeling and marketing of the Products as “Unscented” is likely to deceive reasonable consumers and the public.

Unlawful

55. The acts alleged herein are “unlawful” under the UCL in that they violate at least the following laws:

- a. The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.* (“FAL”);
- b. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* (“CLRA”);
- c. The California Commercial Code, Cal. Com. Code §§ 2313(1), 2314;
- d. The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.* (“FFDCA”), which states that “A drug . . . shall be deemed to be misbranded . . . [i]f its labeling is false or misleading in any particular,” *id.* § 352(a)(1); and
- e. The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code §§ 110100 *et seq.* (“Sherman Law”), which states “Any drug . . . is misbranded if its labeling is false or misleading in any particular,” *id.* § 111330.

Unfair

56. Sodalís’ conduct with respect to the labeling, advertising, and sale of the Products was unfair because Sodalís’ conduct was immoral, unethical, unscrupulous, or substantially injurious to consumers, and the utility of its conduct, if any, does not outweigh the gravity of the harm to its victims.

57. Sodalís’ conduct with respect to the labeling, advertising, and sale of the Products was and is also unfair because it violates public policy as declared by specific constitutional, statutory or regulatory provisions, including but not necessarily limited to the FAL, CLRA, California Commercial Code, FFDCA, and Sherman Law.

58. Sodalís’ conduct with respect to the labeling, advertising, and sale of the Products was and is also unfair because the consumer injury was substantial, not outweighed by benefits to consumers or competition, and not one consumers themselves could reasonably have avoided. Specifically, the increase in profits obtained by Sodalís through the misleading labeling does not outweigh the harm to Plaintiff and other California Subclass Members who were deceived into purchasing the Products believing they were unscented and therefore free of fragrance, when in fact they contain fragrance and are thus scented.

1 59. Sodalis' conduct is particularly unfair in light of the skin sensitivities that often lead people
2 to seek out unscented products who are then unknowingly exposed to an increased risk of skin and respiratory
3 irritation.

4 60. Sodalis profited from the sale of the falsely, deceptively, and unlawfully advertised Products
5 to unwary consumers.

6 61. Plaintiff and other California Subclass Members are likely to continue to be damaged by
7 Sodalis' deceptive trade practices, because Sodalis continues to disseminate misleading information and the
8 Products continue to command a price premium in the marketplace as a result of Sodalis' deceptive practices.
9 Thus, injunctive relief enjoining Sodalis' deceptive practices is proper.

10 62. Sodalis' conduct caused and continues to cause substantial injury to Plaintiff and other
11 California Subclass Members. Plaintiff has suffered injury in fact as a result of Sodalis' unlawful conduct.

12 63. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining Sodalis
13 from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices, and to
14 commence a corrective advertising campaign.

15 64. Plaintiff also seeks an order for the restitution of all monies from the sale of the Products,
16 which were unjustly acquired through acts of unlawful competition.

17 65. Because Plaintiff's claims under the UCL sweep more broadly than their claims under the
18 CLRA, Plaintiff's legal remedies are inadequate to fully compensate Plaintiff and other California Subclass
19 Members for all of Sodalis' challenged behavior.

20 **SECOND CAUSE OF ACTION**

21 **Violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.***

22 **(On Behalf of the California Subclass)**

23 66. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth
24 fully herein.

25 67. The FAL provides that "[i]t is unlawful for any person, firm, corporation or association, or
26 any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform
27 services" to disseminate any statement "which is untrue or misleading, and which is known, or which by the
28 exercise of reasonable care should be known, to be untrue or misleading." Cal. Bus. & Prof. Code § 17500.

1 68. As alleged herein, the advertisements, labeling, policies, acts, and practices of Sodalís relating
2 to the Products were likely to mislead consumers acting reasonably.

3 69. Plaintiff and other Class Members suffered injury in fact as a result of Sodalís' actions as set
4 forth herein because they purchased the Products in reliance on Sodalís' false and misleading marketing
5 claims stating or suggesting that the Products are unscented and fragrance free.

6 70. Sodalís' business practices as alleged herein constitute unfair, deceptive, untrue, and
7 misleading advertising pursuant to the FAL because Sodalís has advertised the Products in a manner that is
8 untrue and misleading, which Sodalís knew or reasonably should have known.

9 71. Sodalís profited from the sale of the falsely and deceptively advertised Products to unwary
10 consumers.

11 72. As a result, Plaintiff, the California Subclass, and the general public are entitled to injunctive
12 and equitable relief, restitution, and an order for the disgorgement of the funds by which Sodalís was unjustly
13 enriched.

14 73. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of herself and the California
15 Subclass, seek an order enjoining Sodalís from continuing to engage in deceptive business practices, false
16 advertising, and any other act prohibited by law.

17 74. Because the Court has broad discretion to award restitution under the FAL and could, when
18 assessing restitution under the FAL, apply a standard different than that applied to assessing damages under
19 the CLRA, and restitution is not limited to returning to Plaintiff and California Subclass Members monies in
20 which they have an interest, but more broadly serves to deter the offender and others from future violations,
21 the legal remedies available under the CLRA and commercial code are more limited than the equitable
22 remedies available under the FAL, and are therefore inadequate.

23 **THIRD CAUSE OF ACTION**

24 **Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.***

25 **(On Behalf of the California Subclass)**

26 75. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth
27 in full herein.

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

3 77. Sodalis' false and misleading labeling and other policies, acts, and practices were designed
4 to, and did, induce the purchase and use of the Products for personal, family, or household purposes by
5 Plaintiff and California Subclass Members, and violated and continue to violate the following sections of the
6 CLRA:

7 a. § 1770(a)(5): representing that goods have characteristics, uses, or benefits which they
8 do not have;

9 b. § 1770(a)(7): representing that goods are of a particular standard, quality, or grade if
10 they are of another;

11 c. § 1770(a)(9): advertising goods with intent not to sell them as advertised; and

12 d. § 1770(a)(16): representing the subject of a transaction has been supplied in
13 accordance with a previous representation when it has not.

14 78. Sodalis profited from the sale of the falsely, deceptively, and unlawfully advertised Products
15 to unwary consumers.

16 79. Sodalis' wrongful business practices constituted, and constitute, a continuing course of
17 conduct in violation of the CLRA.

18 80. Plaintiff and other California Subclass Members have suffered harm and presently seek
19 injunctive relief, restitution, and attorneys' fees and costs.

20 81. Pursuant to California Civil Code § 1782, Plaintiff notified Sodalis in writing of the particular
21 violations of the CLRA and demanded it correct the actions described herein. If Sodalis does not implement
22 remedial measures within 30 days of notice, Plaintiff intends to amend her Complaint to seek actual and
23 punitive damages.

24 82. In compliance with Cal. Civ. Code § 1780(d), an affidavit of venue is filed concurrently
25 herewith.

FOURTH CAUSE OF ACTION

Breaches of Express Warranties, Cal. Com. Code § 2313(1)

(On Behalf of the California Subclass)

83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

84. Through the Products' labeling, Sodalis made an affirmation of fact or promise, or description of goods, that the Products are "Unscented."

85. These representations were "part of the basis of the bargain," in that Plaintiff and the California Subclass purchased the Products in reasonable reliance on those statements. Cal. Com. Code § 2313(1).

86. Sodalis breached its express warranties by selling Products that contains added fragrance and are therefore not unscented.

87. That breach actually and proximately caused injury in the form of the lost purchase price that Plaintiff and other California Subclass Members paid for the Products.

88. As a result, Plaintiff seeks, on behalf of herself and other Subclass Members, actual damages arising as a result of Sodalis' breaches of express warranty, including, without limitation, expectation damages.

FIFTH CAUSE OF ACTION

Breach of Implied Warranty of Merchantability, Cal. Com. Code § 2314

(On Behalf of the California Subclass)

89. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth fully herein.

90. Sodalis is a merchant with respect to the goods of this kind which were sold to Plaintiff and the California Subclass, and there were, in the sale to Plaintiff and the California Subclass, implied warranties that those goods were merchantable.

91. Sodalis, through its acts set forth herein, in the sale, marketing, and promotion of the Products made representations, that the Products are "Unscented."

92. However, Sodalís breached that implied warranty because the Products contain fragrance and are therefore not unscented.

93. As an actual and proximate result of Sodalís' conduct, Plaintiff and the California Subclass did not receive goods as impliedly warranted by Sodalís to be merchantable in that they did not conform to promises and affirmations made on the container or label of the goods.

94. As a result, Plaintiff seeks actual damages, including, without limitation, expectation damages.

SIXTH CAUSE OF ACTION

Unjust Enrichment

(On Behalf of the Class)

95. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if fully set forth herein.

96. Plaintiff and Class Members conferred upon Sodalís an economic benefit, in the form of profits resulting from the purchase and sale of the Products.

97. Sodalís' financial benefits resulting from their unlawful and inequitable conduct are economically traceable to Plaintiff's and Class Members' purchases of the Products and the economic benefits conferred on Sodalís are a direct and proximate result of its unlawful and inequitable conduct.

98. It would be inequitable, unconscionable, and unjust for Sodalís to be permitted to retain these economic benefits because the benefits were procured as a direct and proximate result of its wrongful conduct.

99. As a result, Plaintiff and Class Members are entitled to equitable relief including restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits which may have been obtained by Sodalís as a result of such business practices.

PRAYER FOR RELIEF

100. Wherefore, Plaintiff, on behalf of herself, all others similarly situated, and the general public, prays for judgment against Sodalís as to each and every cause of action, and the following remedies:

- a. An Order declaring this action to be a proper class action, appointing Plaintiff as Class Representative, and appointing Plaintiff's undersigned counsel as Class Counsel;

- ## JURY DEMAND

Dated: July 8, 2026

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