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

SANDRA MEYERS, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

COSMETIC ALCHEMY LLC,

Defendants.

CASE NO. 2:26-CV-9703

CLASS ACTION

CLASS ACTION COMPLAINT

1 Plaintiff Sandra Meyers brings this Class Action Complaint on behalf of herself
2 and all others similarly situated against Cosmetic Alchemy LLC. Plaintiff alleges the
3 following upon personal knowledge as to herself and as to all other matters upon
4 information and belief.

5 I. INTRODUCTION

6 1. This class action arises from the false, misleading, unfair, and deceptive
7 sale of beauty products without disclosing dangerous risks and side effects of the
8 products' key ingredient.

9 2. Defendant Cosmetic Alchemy manufactures and sells beauty products.
10 Among its products are LiLash Purified Eyelash Serum and LiBrow Purified Eyebrow
11 Serum (hereafter, the "Enhancement Serums" or the "Products"). Cosmetic Alchemy
12 deceptively marketed and sold the Enhancement Serums as cosmetics or so-called
13 "serums" (not as drugs) with no warning of serious side effects or risks. Instead,
14 Cosmetic Alchemy touted the safety of the Enhancement Serums.

15 3. The Enhancement Serums, however, contain dehydrolatanoprost.
16 Dehydrolatanoprost is a prostaglandin analog (PGA), which is in the same class of
17 compounds as the active ingredient found in prescription drugs that grows eyelashes,
18 like Latisse®—which the United States Food and Drug Administration ("FDA") has
19 approved for use only under the supervision of a physician due to the possible adverse
20 effects.

21 4. PGAs such as dehydrolatanoprost improve hair growth, causing eye lashes
22 and eyebrows to grow longer, darker, and thicker. However, they are also known to
23 cause serious adverse effects to the eye and the structure around the eye, including but
24 not limited to blepharitis, Meibomian Gland Dysfunction, chronic dry eye, redness,
25 discoloration, swelling, pain or irritation, and other serious side effects.

26 5. Health agencies have stated that dehydrolatanoprost are associated with
27 potential serious side effects.

28 6. Cosmetic Alchemy did not disclose the risk of any side effects associated

with its Enhancement Serums and has even affirmatively denied same in its marketing and labeling materials. To the contrary, Cosmetic Alchemy falsely implied the Enhancement Serums “naturally” improve the appearance of eyelashes and eyebrows. This is untrue because the Enhancement Serums contain a synthetic substance, dehydrolatanoprost, known to stimulate hair, lash, and brow growth, and which is associated with many undisclosed side effects.

7. In this manner, Cosmetic Alchemy has sold dangerous Enhancements Serums to thousands of consumers at approximately \$90-\$150 each, without fully disclosing all of the risks and material information about the Enhancement Serums.

8. Without the necessary disclosure of these risks, a reasonable consumer would not expect Cosmetic Alchemy's Enhancement Serums to be associated with any side effects.

9. Plaintiff is one of many consumers who purchased the Enhancement Serums without knowing that using the products as directed by the manufacturer can cause serious side effects.

10. Plaintiff brings this action for economic damages and injunctive relief (not for physical injuries) on behalf of all persons who paid for Cosmetic Alchemy's dangerous Products. Cosmetic Alchemy's wrongful conduct constitutes (i) a violation of Cal. Bus & Prof. § 17200, *et seq.* and Cal. Bus. Code § 17500, *et seq.* (and other states' analogous non-conflicting consumer protection laws), (ii) the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, (iii) fraud (affirmative misrepresentation and omission), (iv) negligent misrepresentation and omission, (v) breach of express warranty, (vi) breach of implied warranty, (vii) negligence, and (viii) unjust enrichment.

II. PARTIES

11. Plaintiff Sandra Meyers is and was at all pertinent times a citizen of the state of California. Plaintiff, while in California, purchased LiLash Purified Eyelash Serum multiple times for personal use between August 2022 and May 2024. She paid

over \$100 for the Products. Examples are as follows:



12. At the time of her purchases, Plaintiff observed the marketing and advertisements for the Enhancement Serums, including those on LiLash's website.

1 Upon receipt of the Products, she viewed the packaging, labeling, and instructions.
2 None of the foregoing properly disclosed the true facts regarding the Enhancement
3 Serums' ingredients and potential side effects of same. Had they done so, Plaintiff
4 would not have purchased the Enhancement Serums; alternatively, she certainly would
5 have paid less for them. Plaintiff reasonably understood the marketing and labeling of
6 the Enhancement Serums to mean or imply that the product was safe and effective for
7 its intended use and did not carry any undisclosed adverse effects.

8 13. Plaintiff's most recent use of the Products caused discomfort, eye
9 inflammation, and swelling.

10 14. Defendant Cosmetic Alchemy LLC is an Arizona limited liability company
11 with its principal place of business in Scottsdale, Arizona. On information and belief,
12 none of Cosmetic Alchemy's members are domiciled in California. At all times relevant
13 hereto, Cosmetic Alchemy marketed, distributed, and sold Enhancement Serums
14 directly through its website, as well as through popular retailers and other third-party
15 sellers.

16 **III. JURISDICTION AND VENUE**

17 15. This Court has subject matter jurisdiction pursuant to the Class Action
18 Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy, exclusive of costs and
19 interest, exceeds the sum of \$5 million in the aggregate. There are well over 100
20 members of the proposed Class that are known to exist. Complete diversity exists
21 between Plaintiff (a citizen of California) and Cosmetic Alchemy (formed in Arizona
22 with its principal place of business in Arizona).

23 16. This Court has personal jurisdiction over Cosmetic Alchemy because it
24 conducts substantial business in this District. In addition, Plaintiff and other class
25 members have suffered injury as a result of Cosmetic Alchemy's acts in this District.

26 17. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because
27 a substantial part of the events or omissions giving rise to this action occurred in this
28 District.

IV. COMMON ALLEGATIONS

18. Cosmetic Alchemy fraudulently, deceptively, and unfairly marketed and sold the Enhancement Serums without disclosing all of the risks and side effects associated with these Products' ingredient, the prostaglandin analog ("PGA") dehydrolatanoprost. To the contrary, Cosmetic Alchemy affirmatively misrepresented that its Enhancement Serums were safe and free of any serious side effects.

19. The Enhancement Serums' marketing, packaging, labeling, and instructions do not disclose that dehydrolatanoprost is associated with hair, lash, and brow growth as well as various side effects and contraindications.

20. Products containing PGAs such as dehydrolatanoprost are well-known in the scientific literature and medical community to pose health risks when used in and around the eyes.

21. PGAs were originally used to reduce intraocular pressure in glaucoma patients. According to the Glaucoma Research Foundation, prostaglandin analogs "work by increasing the outflow of fluid from the eye."¹ A well-known side effect of glaucoma treatments containing PGAs is that they cause eyelash growth.

22. PGAs, including dehydrolatanoprost, are known to have an effect on the body, specifically, the growing, lengthening, and thickening of lashes and brows.²

23. Simply put, Cosmetic Alchemy's Enhancement Serums would not be as effective at enhancing the appearance of lashes and eyebrows if they did not contain a PGA ingredient.

24. Dehydrolatanoprost and other PGAs have serious risks and side effects. For instance, dehydrolatanoprost is structurally and functionally similar to the PGA known

¹ Glaucoma Medications and their Side Effects, <https://glaucoma.org/articles/glaucoma-medications-and-their-side-effects> (last accessed Aug. 26, 2026).

² See, e.g., Jamison, A., et al., DO PROSTAGLANDIN ANALOGUE LASH LENGTHENERS CAUSE EYELID FAT AND VOLUME LOSS?, Aesth Surg. J. 2022 Oct. 13:42(11):1241-1249.

1 as latanoprost. Latanoprost may cause side effects including but not limited to eye pain,
2 blurry vision, irritation, swelling, redness, and eye discoloration. Similarly, the FDA has
3 stated that ICP, another PGA, may cause side effects to the eye including, but not
4 limited to, ocular irritation, hyperemia, iris color change, macular edema, ocular
5 inflammation, blurry vision, and interference with intraocular pressure reduction
6 therapy.

7 25. The European Commission’s Scientific Committee on Consumer Safety
8 has stated that PGAs are “very potent pharmacologically active substances for which
9 serious adverse effects after direct eye applications have been reported.”³ The
10 Committee expressly included dehydrolatanoprost in its list of PGAs that “were flagged
11 for potential carcinogenicity with a reasonable model certainty” and “were flagged for
12 reproductive and developmental toxicity with a reasonable model certainty.”⁴ The
13 Committee further concluded that PGAs posed a concern for consumer safety.

14 26. Ultimately, the Committee was *not* able to conclude that PGAs (including
15 dehydrolatanoprost) are safe when used in cosmetic products intended for use in the
16 proximity of the human eyes. The Committee noted (contrary to Cosmetic Alchemy’s
17 packaging and labeling for its Enhancement Serums) that there is insufficient data to
18 conclude that PGAs (including dehydrolatanoprost) are safe for intended purpose and
19 use as cosmetic products.

20 27. More recently, in 2026, the Scientific Committee on Consumer Safety
21 issued a final opinion concluding that three PGAs could not “be considered safe for use
22 in cosmetic products intended for promoting the growth of eyelashes and eyebrows. The
23 SCCS conclusion is based on the potent pharmacological activity of the PGAs, even at
24 low concentrations, and the lack of acceptable data that would make it possible to
25

26 ³ European Commission Scientific Committee on Consumer Safety, Opinion on Prostaglandins and
27 prostaglandin-analogues used in cosmetic products (Feb. 3, 2022), at Annex I.

28 ⁴ *Id.* at 30.

1 exclude any potential adverse effects resulting from reproductive/developmental
2 toxicity.”⁵

3 28. In 2008, the FDA approved Latisse®, a similar product that contains an
4 active ingredient called bimatoprost. Bimatoprost is another PGA, like
5 dehydrolatanoprost, which increases eyelash hair length, thickness, and darkness in
6 patients with hypotrichosis (or inadequacy) of the eyelashes.⁶ Latisse® is classified as
7 an ophthalmic drug and cannot be obtained without a prescription.⁷

8 29. Cosmetic Alchemy has not applied for or obtained FDA approval for any
9 of its Enhancements Serums. It has chosen to sell its PGA-containing products directly
10 to consumers without adequate warnings. To sidestep the reality of the scientific data
11 about PGAs including dehydrolatanoprost, Cosmetic Alchemy misleadingly suggests
12 the Enhancement Serums do not contain any harmful substances.

13 30. For instance, Cosmetic Alchemy’s website has a “Product Features”
14 section discussing how the Enhancement Serums work. Cosmetic Alchemy solely
15 focuses on the efficacy of the Enhancements Serums and emphasizes they are “safe for
16 sensitive skin”:

23 ⁵ European Commission Scientific Committee on Consumer Safety, Final Opinion on Prostaglandin
24 Analogues: Methylamido-Dihydro-Noralfaprostal (MDN), Isopropyl Cloprostenate (IPCP), Dechloro
25 Dihydroxy Difluoro Ethylcloprostenolamide (DDDE) (Feb. 10, 2026).

26 ⁶ See Latisse Approval Letter (Dec. 24, 2008), at
https://www.accessdata.fda.gov/drugsatfda_docs/nda/2008/022369s000_Approv.pdf.

27 ⁷ See Latisse Full Prescribing Information (Mar. 2012), at
28 https://www.accessdata.fda.gov/drugsatfda_docs/label/2012/022369s0051bl.pdf.

1 **PRODUCT FEATURES**

- 2 • Conditions and nourishes lashes to support a healthier, fuller-looking appearance
- 3 • Begin to see results as soon as 4 weeks, with full results in 12 weeks (90 days)
- 4 • Physician-formulated, Ophthalmologist tested eyelash-enhancing serum
- 5 • 90-day Money Back Guarantee
- 6 • Proudly cruelty-free & never tested on animals
- 7 • Paraben-free & safe for sensitive skin
- 8 • Easy to apply with a precise brush applicator
- 9 • Pairs well with LiBrow Purified Eyebrow Serum

10 31. Cosmetic Alchemy also buries dehydrolatanoprost as the second-to-last ingredient, without any indication that it is a PGA:

11 **INGREDIENTS**

12 WATER/AQUA, CAPRYLYL GLYCOL,

13 HYDROXYETHYLCELLULOSE, GLYCERIN, CHLORPHENESIN, PANTHENOL, HYDROLYZED

14 LUPINE

15 PROTEIN, PRUNUS AMYGDALUS DULCIS FRUIT EXTRACT, SILICA, PHENOXYETHANOL,

16 CITRIC

17 ACID, DEHYDROLATANOPROST, ETHYLHEXYLGLYCERIN

18 32. By virtue of its placement and non-explanation of this scientific name beyond the ken of an average consumer, Cosmetic Alchemy deliberately omitted and obfuscated the serious health risks associated with dehydrolatanoprost.

19 33. Cosmetic Alchemy further misled consumers by affirmatively stating that the Enhancement Serums are safe, with no provisos:

20 **Is LiLash safe?**

21 Yes! LiLash is a physician-formulated serum that has been ophthalmologist tested, making it safe for sensitive eyes and contact lens wearers. We stand by our serum with a complete 90-day satisfaction guarantee.

22 34. Cosmetic Alchemy may have removed the above statement from its

1 website, and also may have added a (still deficient) statement about dehydrolatanoprost
2 to its website, *after* Plaintiff's purchases and, most notably, *after* Plaintiff served a pre-
3 suit notice letter earlier this year, and engaged in a months-long effort to try to resolve
4 this matter without filing suit. If true, these post-notice changes are tantamount to tacit
5 admissions that Cosmetic Alchemy's disclosures were inadequate. Moreover, if true,
6 these corrections still mislead consumers because they misrepresent and omit material
7 information about PGAs.

8 35. Cosmetic Alchemy's packaging, instructions, and other marketing
9 materials, at least up through the time when Plaintiff served the pre-suit notice letter on
10 Cosmetic Alchemy earlier this year, are silent on how dehydrolatanoprost is the only
11 ingredient in the Enhancement Serums that is scientifically associated with hair, lash,
12 and brow growth, and also is associated with a number of risks and side effects.

13 36. Each of Defendant's Enhancement Serums contain dehydrolatanoprost.
14 Every Enhancement Serum, including those purchased by Plaintiff and other class
15 members, contains dehydrolatanoprost in the same quantities that carry the same
16 undisclosed risks.

17 37. Defendant materially omitted and did not adequately disclose to consumers
18 that the Enhancement Serums carry certain health and safety risks.

19 38. By omitting this information, Defendant actively misrepresented and
20 concealed material facts and leads reasonable consumers to believe they are purchasing
21 Products that are safe and do not have any of the know risks.

22 39. In marketing and selling the Enhancement Serums, Defendant materially
23 omits and does not adequately disclose to consumers that dehydrolatanoprost is known
24 to cause or may cause eye-related diseases or conditions, including but not limited to
25 hyperemia, macular edema, ocular inflammation, periorbitopathy, and the lowering of
26 intraocular pressure. Defendant also materially omits that when PGAs are applied to
27 areas near the face, they can cause excess hair growth outside the treatment area, for
28 instance on the cheek. Defendant further fails to mention that dehydrolatanoprost can

1 cause clumps of hair, brows, and lashes to completely fall out instead of grow.

2 40. Defendant was aware, or certainly should have been aware, of the
3 dangerous, undisclosed side effects of the PGA in the Enhancement Serums, and cannot
4 plausibly contend otherwise.

5 41. Despite notice and actual knowledge of the risks associated with the
6 Enhancement Serums, Defendant has failed and/or refused to provide an adequate
7 disclosures, at least for substantial periods of time.

8 42. Whether a product has adverse side effects caused by an ingredient is
9 material information that reasonable consumers would consider in deciding to buy the
10 Products.

11 43. Reasonable consumers would consider the affirmatively misrepresented
12 and omitted facts to be important in determining whether or not to purchase the
13 Enhancement Serums at all, or alternatively at the prices at which the Products were
14 purchased.

15 44. Defendant affirmatively misrepresented and omitted the above-described
16 material information with the knowledge that its omissions would mislead and deceive
17 consumers. Alternatively, Defendant was reckless or negligent in not knowing that the
18 omissions were deceptive and/or misleading.

19 45. Plaintiff and other class members relied, to their detriment, on Defendant to
20 distribute safe products that were fit for their intended use. Instead, Defendant marketed
21 and sold Enhancement Serums knowing that they contain an ingredient known to cause
22 undisclosed, serious adverse effects.

23 46. As the direct and proximate result of Defendant's deceptive and/or
24 misleading material misrepresentations and omissions, Plaintiff and other class
25 members have suffered injury-in-fact and a loss of money or property through the out-
26 of-pocket costs expended to purchase the Enhancement Serums.

27 47. Defendant did not recall or reformulate the Enhancement Serums, nor did it
28 adequately warned consumers about the dangers associated with using the Enhancement

1 Serums, at all relevant times.

2 48. Defendant has fraudulently concealed its wrongdoing. Plaintiff and other
3 class members exercised reasonable diligence but could not discover the full scope of
4 Defendant's wrongful conduct earlier. Defendant has yet to fully reveal the truth about
5 the Enhancement Serums' undisclosed risks. To the contrary, Defendant falsely
6 maintained for years its Products are safe, merchantable, and fit for intended purposes,
7 until Plaintiff served a pre-suit notice letter on Defendant.

8 **V. CLASS ALLEGATIONS**

9 49. Plaintiff brings this action both individually and as a class action pursuant
10 to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) against Defendant on
11 behalf of Plaintiff herself and on the below classes (collectively referred to as "the
12 Class"), to the extent class members from these jurisdictions can be grouped together
13 for purposes of class treatment:

14 National Class: All individuals in the United States and its territories
15 and possession who, from the beginning of the statutory period
16 through the present, paid any money for Enhancement Serums for
17 personal, family, or household purposes.

18 California Subclass: All individuals in California who, from the
19 beginning of the statutory period through the present, paid any money
20 for Enhancement Serums for personal, family, or household purposes.

21 50. Excluded from the Class are (a) any judge or magistrate presiding over this
22 action, and members of their families; (b) Defendant and its employees, officers,
23 directors, and agents; (c) Defendant's legal representatives, assigns and successors; and
24 (d) all persons who properly execute and file a timely request for exclusion from any
25 Court-approved class.

26 51. Plaintiff reserves the right to narrow or expand the foregoing class
27 definitions, or to create or modify subclasses as the Court deems necessary.

28 52. Plaintiff meets the prerequisites of Rule 23(a) to bring this action on behalf

1 of the Class.

2 53. **Numerosity:** While the exact number of class members cannot be
3 determined without discovery, they are believed to consist of potentially tens or
4 hundreds of thousands of consumers nationwide, and thousands of consumers in
5 California alone. The Class is therefore so numerous that joinder of all members is
6 impracticable.

7 54. **Commonality:** Common questions of law and fact exist as to all class
8 members, including but not limited to:

9 a. Whether Defendant affirmatively, misleading, deceptively, and unfairly
10 misrepresents the safety profile and risks of the Enhancement Serums;

11 b. Whether Defendant omitted the safety profile and risks of the Enhancement
12 Serums;

13 c. Whether Defendant had a duty to disclose material facts about safety
14 concerns associated with the Enhancement Serums;

15 d. Whether Defendant had a duty to not misrepresent material facts about
16 safety concerns associated with the Enhancement Serums;

17 e. Whether Defendant failed to disclose material facts regarding safety
18 concerns associated with the Enhancement Serums;

19 f. Whether Defendant's nondisclosures and misrepresentations would be
20 material to a reasonable consumer;

21 g. Whether Defendant was unjustly enriched by receiving monies in exchange
22 for the Enhancement Serums;

23 h. Whether the challenged practices harmed Plaintiff and other members of
24 the Class; and

25 i. Whether Plaintiff and other members of the Class are entitled to damages,
26 restitution, equitable relief, and/or injunctive relief.

27 55. **Typicality:** Plaintiff's claims are typical of other class members' claims.
28 Plaintiff and other class members all suffered the same type of economic harm. Plaintiff

1 has substantially the same interest in this matter as all other class members, and
2 Plaintiff's claims arise out of the same set of facts and conduct as the claims of all other
3 class members.

4 **56. Adequacy of Representation:** Plaintiff is committed to pursuing this
5 action and have retained competent counsel experienced in pharmaceutical litigation,
6 consumer fraud litigation, class actions, and federal court litigation. Accordingly,
7 Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of other
8 class members. Plaintiff's claims are coincident with, and not antagonistic to, those of
9 the other class members they seek to represent. Plaintiff has no disabling conflicts with
10 other class members and will fairly and adequately represent the interests of class
11 members.

12 **57. Notice:** If necessary, notice of this action may be affected to the proposed
13 Class through publication in a manner authorized in the Federal Rules of Civil
14 Procedure. Also, Class members may be notified of the pendency of this action by mail
15 and/or email, through the distribution records of Defendant, third party retailers, and
16 vendors.

17 **58.** The elements of Rule 23(b)(2) are met. Defendant has acted on grounds
18 that apply generally to all class members so that preliminary and/or final injunctive
19 relief and corresponding declaratory relief is appropriate respecting the Class as a
20 whole. Plaintiff and other putative class members would at least have the full
21 opportunity to consider whether to buy the Enhancement Serums in the future if
22 Defendant fully discloses all omitted information about the Products.

23 **59.** The requirements of Rule 23(b)(3) are met. The common questions of law
24 and fact enumerated above predominate over the questions affecting only individual
25 class members, and a class action is the superior method for fair and efficient
26 adjudication of the controversy. Although many other class members have claims
27 against Defendant, the likelihood that individual class members will prosecute separate
28 actions is remote due to the time and expense necessary to conduct such litigation.

1 Serial adjudication in numerous venues would not be efficient, timely or proper. Judicial
 2 resources would be unnecessarily depleted by resolution of individual claims. Joinder
 3 on an individual basis of thousands of claimants in one suit would be impractical or
 4 impossible. In addition, individualized rulings and judgments could result in
 5 inconsistent relief for similarly situated plaintiffs. Plaintiff's counsel, highly
 6 experienced in pharmaceutical litigation, consumer fraud litigation, class actions, and
 7 federal court litigation, foresee little difficulty in the management of this case as a class
 8 action.

9 **VI. CAUSES OF ACTION**

10 **COUNT I – VIOLATION OF CONSUMER PROTECTION ACTS**

11 60. Plaintiff asserts this claim on behalf of herself and all similarly situated
 12 class members under California law and all states' laws that do not conflict with
 13 California law.

14 61. Defendant has violated the consumer protection statutes as follows:

- 15 a. Defendant engaged in unfair competition or unfair or deceptive acts
 16 or practices in violation of Ala. Code § 8-19-1, *et seq.*;
- 17 b. Defendant engaged in unfair competition or unfair or deceptive acts
 18 or practices in violation of Alaska Stat. § 45.50.471, *et seq.*;
- 19 c. Defendant engaged in unfair competition or unfair or deceptive acts
 20 or practices in violation of Arizona Rev. Stat. § 44-1522, *et seq.*;
- 21 d. Defendant engaged in unfair competition or unfair or deceptive acts
 22 or practices in violation of Ark. Code § 4-88-101, *et seq.*;
- 23 e. Defendant violated the California Unfair Competition Law by
 24 engaging in unfair or deceptive acts or practices in violation of Cal.
 25 Bus. Prof. Code § 17200, *et seq.*;
- 26 f. Defendant violated the California False Advertising Law, Cal. Bus.
 27 & Prof. Code §§ 17500, *et seq.*
- 28 g. Defendant engaged in unfair competition or unfair or deceptive acts

- 1 or practices in violation of Colo. Rev. Stat. § 6-1-105, *et seq.*;
- 2 h. Defendant engaged in unfair competition or unfair or deceptive acts
- 3 or practices in violation of Conn. Gen. Stat. § 42-110b, *et seq.*;
- 4 i. Defendant engaged in unfair competition or unfair or deceptive acts
- 5 or practices in violation of 6 Del. Code § 2511, *et seq.*;
- 6 j. Defendant engaged in unfair competition or unfair or deceptive acts
- 7 or practices in violation of D.C. Code § 28-3901, *et seq.*;
- 8 k. Defendant engaged in unfair competition or unfair or deceptive acts
- 9 or practices in violation of Fla. Stat. § 501.201, *et seq.*;
- 10 l. Defendant engaged in unfair competition or unfair or deceptive acts
- 11 or practices in violation of Ga. State 10-1-392, *et seq.*;
- 12 m. Defendant engaged in unfair competition or unfair or deceptive acts
- 13 or practices in violation of Haw. Rev. Stat. § 480, *et seq.*;
- 14 n. Defendant engaged in unfair competition or unfair or deceptive acts
- 15 or practices in violation of Idaho Code § 48-601, *et seq.*;
- 16 o. Defendant engaged in unfair competition or unfair or deceptive acts
- 17 or practices in violation 815 ILCS 505/1, *et seq.*;
- 18 p. Defendant engaged in unfair competition or unfair or deceptive acts
- 19 or practices in violation of Ind. Code Ann. § 24-5-0.5.1, *et seq.*;
- 20 q. Defendant engaged in unfair competition or unfair or deceptive acts
- 21 or practices in violation of Iowa Code Ann. § 714H, *et seq.*;
- 22 r. Defendant engaged in unfair competition or unfair or deceptive acts
- 23 or practices in violation of Kan. Stat. § 50-623, *et seq.*;
- 24 s. Defendant engaged in unfair competition or unfair or deceptive acts
- 25 or practices in violation of Ky. Rev. Stat. § 367.110, *et seq.*;
- 26 t. Defendant engaged in unfair competition or unfair or deceptive acts
- 27 or practices in violation of La. Rev. Stat. § 51:1401, *et seq.*;
- 28 u. Defendant engaged in unfair competition or unfair or deceptive acts

or practices in violation of 5 Me. Rev. Stat. § 207, *et seq.*;

v. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Md. Com. Law Code § 13-101, *et seq.*;

w. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Mass. Gen. L. Ch. 93A, *et seq.*;

x. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Mich. Stat. § 445.901, *et seq.*;

y. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Minn. Stat. § 325F.67, *et seq.*;

z. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Miss. Code Ann. § 75-24-1, *et seq.*;

aa. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Mo. Rev. Stat. § 407.0 10, *et seq.*;

bb. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Mont. Code § 30-14-101, *et seq.*;

cc. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Neb. Rev. Stat. § 59-1601, *et seq.*;

dd. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Nev. Rev. Stat. § 598.0903, *et seq.*;

ee. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of N.H. Rev. Stat. § 358-A:1, *et seq.*;

ff. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of N.J. Stat. Ann. § 56:8-1, *et seq.*;

gg. Defendants engaged in unfair competition or unfair or deceptive acts or practices in violation of N.M. Stat. Ann. § 57-12-1, *et seq.*;

hh. Defendants engaged in unfair competition or unfair or deceptive acts or practices in violation of N.Y. Gen. Bus. Law § 349, *et seq.*;

ii. Defendant engaged in unfair competition or unfair or deceptive acts

- 1 or practices in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*;
- 2 jj. Defendant engaged in unfair competition or unfair or deceptive acts
- 3 or practices in violation of N.D. Cent. Code § 51-15-01, *et seq.*;
- 4 kk. Defendant engaged in unfair competition or unfair or deceptive acts
- 5 or practices in violation of Ohio Rev. Stat. § 1345.01, *et seq.*
- 6 ll. Defendant engaged in unfair competition or unfair or deceptive acts
- 7 or practices in violation of Okla. Stat. tit. 15 § 751, *et seq.*;
- 8 mm. Defendant engaged in unfair competition or unfair or deceptive acts
- 9 or practices in violation of Or. Rev. Stat. § 646.605, *et seq.*;
- 10 nn. Defendant engaged in unfair competition or unfair or deceptive acts
- 11 or practices in violation of 73 Pa. Stat. § 201-1, *et seq.*;
- 12 oo. Defendant engaged in unfair competition or unfair or deceptive acts
- 13 or practices in violation of R.I. Gen. Laws § 6-13.1-1, *et seq.*;
- 14 pp. Defendant engaged in unfair competition or unfair or deceptive acts
- 15 or practices in violation of S.C. Code Laws § 39-5-10, *et seq.*;
- 16 qq. Defendant engaged in unfair competition or unfair or deceptive acts
- 17 or practices in violation of S.D. Code Laws § 37-24-1, *et seq.*;
- 18 rr. Defendant engaged in unfair competition or unfair or deceptive acts
- 19 or practices in violation of Tenn. Code § 47-18-101, *et seq.*;
- 20 ss. Defendant engaged in unfair competition or unfair or deceptive acts
- 21 or practices in violation of Tex. Bus. & Com. Code § 17.41, *et seq.*;
- 22 tt. Defendant engaged in unfair competition or unfair or deceptive acts
- 23 or practices in violation of Utah Code Ann. § 13-11-1, *et seq.*;
- 24 uu. Defendant engaged in unfair competition or unfair or deceptive acts
- 25 or practices in violation of Vt. Stat. Ann. Tit. 9, § 2451, *et seq.*;
- 26 vv. Defendant engaged in unfair competition or unfair or deceptive acts
- 27 or practices in violation of Va. Code § 59.1-196, *et seq.*;
- 28 ww. Defendant engaged in unfair competition or unfair or deceptive acts

or practices in violation of Wash. Rev. Code § 19.86.010, *et seq.*;

xx. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-101, *et seq.*;

yy. Defendants engaged in unfair competition or unfair or deceptive acts or practices in violation of Wis. Stat. § 100.20, *et seq.*;

zz. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of Wyo. Stat. § 40-12-100, *et seq.*; and

aaa. Defendant engaged in unfair competition or unfair or deceptive acts or practices in violation of 23 L.P.R.A. § 1001, *et seq.*, the applicable statute for the Commonwealth of Puerto Rico.

62. Defendant's conduct constitutes trade or commerce or other actionable activity within the meaning of the above statutes.

63. Each Plaintiff and other Class Member is a consumer or person aggrieved by Defendant's misconduct within the meaning of the above statutes.

64. Defendant's conduct as alleged herein constitutes unfair, deceptive, misleading, unlawful, fraudulent, or otherwise actionable practices as to Defendant's conduct concerning the ingredients and safety profile for the Enhancement Serums. Defendant promised a safe and effective product, but the Products were not as promised because their actual safety profile was not the same as that represented and bargained for.

65. To the extent applicable, Defendant knew, intended, or should have known that its fraudulent and deceptive acts, omissions, or concealment would induce reliance and that reliance can be presumed under the circumstances. As a direct and proximate result of Defendant's unfair methods of competition and unfair or deceptive acts or practices, Plaintiff and other Class Members have suffered damages— an ascertainable loss – in an amount to be proved at trial.

66. Defendant engaged in unlawful conduct by deliberately and knowingly engaging in misleading, deceptive, and false statements regarding the Enhancement

1 Serums in the course of Defendant's business. Specifically, Defendant represented that
2 the Enhancement Serums were safe and effective, and did not carry any undisclosed
3 risks. But this was not the case, as the Enhancement Serums carried health risks that
4 were not disclosed. Defendant made these misrepresentations, or omitted material
5 information, in its marketing (including its website and the websites of its authorized
6 resellers) for the Enhancement Serums, and the Products' packaging, labeling, and
7 instructions.

8 67. The existence of undisclosed risks would have been material to Plaintiffs
9 and other class members.

10 68. Plaintiff and other class members suffered ascertainable loss and actual
11 damages as a direct and proximate result of Defendant's concealment,
12 misrepresentations, and/or failure to disclose material information in that Plaintiff and
13 other class members would not have purchased the Enhancement Serums, or not have
14 purchased on the same terms (e.g., purchased them for substantially less), had they
15 known the truth.

16 69. Although Plaintiff does not seek to recover for physical injuries,
17 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical
18 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
19 cellular or structural impact on Plaintiff's and each other class member's face and eye
20 area.

21 70. To the extent applicable, pre-suit notice and/or a demand letter was sent to
22 Defendant prior to the filing of the Complaint.

23 **COUNT II – VIOLATION OF CALIFORNIA CONSUMERS LEGAL**
24 **REMEDIES ACT**

25 71. Plaintiff asserts this claim on behalf of herself and all similarly situated
26 California class members against Defendant for violating Defendant the California
27 Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, et seq.

28 72. Plaintiff is a consumer as defined by California Civil Code § 1761(d). The

1 Products are a goods within the meaning of the Act. Specifically, prior to the filing of
 2 this action, as alleged herein, Plaintiff purchased the Products for her own personal use.
 3 In so doing, Plaintiff relied upon the representations referenced above. Plaintiff would
 4 not have purchased the Product, nor would she have paid the price that she did, had she
 5 known that it contained a prostaglandin associated with a variety of side effects and
 6 health risks.

7 73. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in
 8 fact and has lost money or property as a result of Defendant' actions as set forth herein.

9 74. Defendant have violated and continue to violate the CLRA by engaging in
 10 the following practices proscribed by California Civil Code §1770(a) in transactions
 11 with Plaintiff and the Class which were intended to result in, and did result in, the sale
 12 of the Products:

- 13 a. §1770(a) (5) "Representing that [The Product(s) have] ... characteristics, ...
 14 uses [or] benefits ... which [it does] not have . . ."
- 15 b. §1770(a) (7) "Representing that [the Product(s) are] of a particular
 16 standard, quality or grade . . . if [it is] of another.
- 17 c. 1770(a) (9)) "Advertising goods . . .with intent not to sell them as
 18 advertised."

19 75. Defendant violated the CLRA by representing through its advertisements,
 20 packaging, and labeling of the Products as described above, when they knew, or should
 21 have known, that the representations and advertisements were false and misleading.

22 76. Plaintiff and the California members of the putative Class have each been
 23 directly and proximately injured by the conduct of Defendant, and such injury includes
 24 payment for units of the Products they purchased.

25 77. Defendant's wrongful business practices constituted, and constitute, a
 26 continuing course of conduct in violation of the CLRA. Pursuant to Cal. Civil Code
 27 § 1782(d), Plaintiff and the California members of the Class seek a court order enjoining
 28 the above-described wrongful acts and practices of Defendant along with any other

1 conduct found by the court to be illegal, fraudulent, misleading, unlawful, unfair and/or
2 deceptive conduct.

3 78. To the extent applicable, pre-suit notice and/or a demand letter was sent to
4 Defendant prior to the filing of the Complaint.

5 79. Plaintiff engaged counsel to prosecute this action and is entitled to recover
6 costs and reasonable attorney's fees according to proof at trial.

7 **COUNT III – FRAUD**

8 **(AFFIRMATIVE MISREPRESENTATION, AND OMISSION)**

9 80. Plaintiff asserts this claim on behalf of herself and all similarly situated
10 class members under California law and all states' laws that do not conflict with New
11 California law.

12 81. Defendant affirmatively misrepresented material facts about its
13 Enhancement Serums, including but not limited to whether they were safe and effective,
14 and did not contain any undisclosed risks. But this was not the case with risks that were
15 not disclosed.

16 82. Defendant omitted material facts including, inter alia, that Enhancement
17 Serums carried undisclosed risks.

18 83. Defendant made these misrepresentations, or omitted material information,
19 in its marketing (including its website and the websites of its authorized resellers) for
20 the Enhancement Serums, and the Products' packaging, labeling, and instructions.

21 84. Defendant's conduct induced customers to pay for Enhancement Serums,
22 products which Defendant knew or should have known carried undisclosed risks.
23 Plaintiff and other class members would not have purchased Enhancement Serums, or
24 would not have purchased them on the same terms (e.g., purchased them for
25 substantially less), had they known the truth.

26 85. Defendant knew, was reckless in its disregard for, or should have known
27 of, the true character of Enhancement Serums, including but not limited to their
28 undisclosed risks. Prior information in the art, among other things, put Defendant on

1 actual or constructive notice of this.

2 86. Defendant knew or reasonably should have known its misrepresentations or
3 omissions were materially false or misleading, or rendered their representations
4 materially false or misleading.

5 87. Defendant knew or should have known that its misrepresentations and
6 omissions would induce Plaintiff and class members to pay for Enhancement Serums.
7 To the extent applicable, Defendant intended its misrepresentations and omissions to
8 induce Plaintiff and other class members to pay for Enhancement Serums.

9 88. Defendant's conduct alleged herein demonstrates its intent to deceive
10 Plaintiff and other class members. Defendant, *inter alia*, intentionally omitted material
11 facts and made affirmative misrepresentations described herein about the Enhancement
12 Serums which it knew were false or inaccurate. Further, Defendant deliberately altered
13 some (but not all) of its marketing materials' misrepresentations or omissions after
14 being put on notice of similar claims. The totality of the circumstances plausibly
15 demonstrates Defendant's knowledge or intentionality.

16 89. Defendant's misrepresentations and omissions were material. Defendant
17 promised a safe and effective product, but the Products were not as promised because
18 their actual safety profile was not the same as that represented and bargained for.

19 90. Defendant actively concealed its misrepresentations and omissions from
20 Plaintiff and other class members.

21 91. To the extent applicable, Plaintiff and other class members were reasonably
22 justified in relying on Defendant's misrepresentations and omissions. The same or
23 substantively identical misrepresentations and omissions were communicated to
24 Plaintiff and each class member at time of purchase through Defendant's marketing,
25 packaging, labeling, and instructions. To the extent applicable, reliance may be
26 presumed in these circumstances.

27 92. Although Plaintiff does not seek to recover for physical injuries,
28 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical

1 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
2 cellular or structural impact on Plaintiff's and each other class member's face and eye
3 area.

4 93. Plaintiff and other class members were damaged by reason of Defendant's
5 misrepresentations and omissions.

6 **COUNT IV – NEGLIGENT MISREPRESENTATION**
7 **(AFFIRMATIVE MISREPRESENTATION AND OMISSION)**

8 94. Plaintiff asserts this claim on behalf of herself and all similarly situated
9 class members under California law and all states' laws that do not conflict with
10 California law.

11 95. Defendant affirmatively misrepresented material facts about its
12 Enhancement Serums, including but not limited to whether they were safe and effective,
13 and did not carry undisclosed risks. But this was not the case, as the Enhancement
14 Serums carried risks that were not disclosed.

15 96. Defendant omitted material facts including the Enhancement Serums'
16 undisclosed risks.

17 97. Defendant made these misrepresentations, or omitted material information,
18 in its marketing (including its website and the websites of its authorized resellers) for
19 the Enhancement Serums, and the Products' packaging, labeling, and instructions.

20 98. Defendant's conduct induced customers to pay for Enhancement Serums,
21 products which Defendant knew or should have known carried undisclosed risks.
22 Plaintiff and other class members would not have purchased Enhancement Serums, or
23 would not have purchased them on the same terms (e.g., purchased them for
24 substantially less), had they known the truth.

25 99. Defendant knew, was reckless in its disregard for, or should have known
26 of, the true character of Enhancement Serums, including but not limited to their
27 undisclosed risks. Prior information in the art, among other things, put Defendant on
28 actual or constructive notice of this.

1 100. Defendant knew or reasonably should have known its misrepresentations or
2 omissions were materially false or misleading, or rendered their representations
3 materially false or misleading.

4 101. Defendant knew or should have known that its misrepresentations and
5 omissions would induce Plaintiff and class members to pay for Enhancement Serums.
6 To the extent applicable, Defendant intended its misrepresentations and omissions to
7 induce Plaintiff and other class members to pay for Enhancement Serums.

8 102. Defendant's conduct alleged herein demonstrates its intent to deceive
9 Plaintiff and other class members. Defendant, *inter alia*, intentionally omitted material
10 facts and made affirmative misrepresentations described herein about the Enhancement
11 Serums which it knew were false or inaccurate. Further, Defendant deliberately altered
12 some (but not all) of its marketing materials' misrepresentations or omissions after
13 being put on notice of similar claims. The totality of the circumstances plausibly
14 demonstrates Defendant's knowledge or intentionality.

15 103. Defendant's misrepresentations and omissions were material.

16 104. Defendant actively concealed its misrepresentations and omissions from
17 Plaintiff and other class members.

18 105. To the extent applicable, Plaintiff and other class members were reasonably
19 justified in relying on Defendant's misrepresentations and omissions. The same or
20 substantively identical misrepresentations and omissions were communicated to
21 Plaintiff and each class member at time of purchase through its marketing, packaging,
22 labeling and instructions. To the extent applicable, reliance may be presumed in these
23 circumstances.

24 106. Defendant had owed a special duty to Plaintiff and each other class
25 member on account of the special relationship that existed between Defendant, as a
26 seller of a product to be applied to the human body (and to the sensitive areas of the
27 human face no less). On account of the known or knowable application and use of the
28 Enhancement Serums, and Defendant's superior knowledge and position as

1 manufacturer, distributor, and seller of the Enhancement Serums, Defendant had a
2 special duty to disclose risks of the Enhancement Serums to consumers such as Plaintiff
3 and other class members.

4 107. Although Plaintiff does not seek to recover for physical injuries,
5 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical
6 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
7 cellular or structural impact on Plaintiff's and each other class member's face and eye
8 area.

9 108. Plaintiff and other class members were damaged by reason of Defendant's
10 misrepresentations and omissions.

11 109. Plaintiff's and class members' damages were proximately caused by
12 Defendant's intentional fraudulent misrepresentations and omissions alleged herein.

13 **COUNT V – BREACH OF EXPRESS WARRANTY**

14 110. Plaintiff asserts this claim on behalf of herself and all similarly situated
15 class members under California law and all states' laws that do not conflict with
16 California law.

17 111. Plaintiff and each other class member formed a contract with Defendant at
18 the time they purchased Enhancement Serums. The terms of the contract include the
19 promises and affirmations of fact made by Defendant on the Enhancement Serums'
20 packaging, labeling and instructions, and through marketing and advertising, including
21 that the Products would be of the quality and character as represented including but not
22 limited to statements about the safety and efficacy of the product, and the lack of
23 disclosure about dangerous side effects. This marketing, packaging, labeling and
24 instructions constitute express warranties and became part of the basis of the bargain,
25 and are part of the standardized expectation between class members and Defendant.

26 112. Defendant expressly warranted that its Enhancement Serums were cosmetic
27 products that were safe and effective for intended use, and did not contain any
28 undisclosed risks. Defendant's promotional and other materials also affirmatively

1 warranted its Enhancement Serums were safe for sensitive eyes and contact lens
2 wearers, and that the Products provide naturally healthier lashes or brows.

3 113. Defendant made these misrepresentations, or omitted material information,
4 in its marketing (including its website) for the Enhancement Serums, and the Products'
5 packaging, labeling, and instructions.

6 114. Defendant sold Enhancement Serums that they expressly warranted were
7 safe and effective cosmetics that did not contain any undisclosed risks.

8 115. Defendant's Enhancement Serums did not conform to its express
9 representations and warranties because the products contained undisclosed risks.

10 116. At all times relevant times, California and all other states had codified and
11 adopted the provisions of the Uniform Commercial Code governing the warranty of
12 merchantability and fitness for ordinary purpose.

13 117. At the time Defendant marketed and sold its Enhancement Serums, it
14 recognized the purposes for which the products would be used, and expressly warranted
15 the products were cosmetic products were safe and effective for intended use, and did
16 not contain any undisclosed risk. These affirmative representations became part of the
17 basis of the bargain in every purchase.

18 118. Defendant breached its express warranties with respect to its Enhancement
19 Serums as they were not of merchantable quality, and were not fit for their ordinary
20 purpose. Defendant promised a safe and effective product, but the Products were not as
21 promised because their actual safety profile was not the same as that represented and
22 bargained for.

23 119. Plaintiff and each other class member would not have purchased the
24 Enhancement Serums had they known these products carried undisclosed risks, or
25 alternatively would not have purchased them on the same terms (e.g., purchased them
26 for substantially less).

27 120. To the extent applicable, direct privity is not required between Defendant
28 and Plaintiff or other class members because among other things, Defendant is a

1 manufacturer and made direct statements about the safety of its products, and intended
2 its statements and affirmations to flow to Plaintiff and other class members. Defendant
3 directly sold the Enhancement Serums itself or through authorized resellers operating
4 under strict direction from Defendant.

5 121. As a direct and proximate result of Defendant's breach of warranty,
6 Plaintiff and each other class member have been injured and suffered damages in the
7 amount of the purchase price of the Products, in that the Enhancement Serums they
8 purchased were so inherently flawed, unfit, or unmerchantable as to have no market
9 value.

10 122. Although Plaintiff does not seek to recover for physical injuries,
11 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical
12 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
13 cellular or structural impact on Plaintiff's and each other class member's face and eye
14 area.

15 123. Pre-suit notice is not required, but even if it is, such notice was provided to
16 Defendant.

17 **COUNT VI – BREACH OF IMPLIED WARRANTY**

18 124. Plaintiff asserts this claim on behalf of herself and all similarly situated
19 class members under California law and all states' laws that do not conflict with
20 California law.

21 125. Plaintiff and each other class member formed a contract with Defendant at
22 the time they purchased Enhancement Serums. The terms of the contract include the
23 promises and affirmations of fact made by Defendant in its marketing, packaging,
24 labeling and instructions for the Enhancement Serums, including that the product would
25 be of the quality and character as represented including but not limited to statements
26 about the safety and efficacy of the product, and the lack of disclosure about dangerous
27 side effects. The foregoing constitute implied warranties and became part of the basis
28 of the bargain, and are part of the standardized expectation between class members and

1 Defendant

2 126. Defendant expressly warranted that its Enhancement Serums were cosmetic
3 products that were safe and effective for intended use, and did not contain any
4 undisclosed risks. Defendant's promotional and other materials also affirmatively
5 warranted its Enhancement Serums were safe for sensitive eyes and contact lens
6 wearers, and that the Products provide naturally healthier lashes or brows.

7 127. Defendant made these misrepresentations, or omitted material information,
8 in its marketing (including its website and the websites of its authorized resellers) for
9 the Enhancement Serums, and the Products' packaging, labeling, and instructions.

10 128. Defendant sold Enhancement Serums that they impliedly warranted were
11 safe and effective cosmetics that did not contain any undisclosed risks.

12 129. Defendant's Enhancement Serums did not conform to its implied
13 representations and warranties because the products contained undisclosed risks.

14 130. At all times relevant times California and all other states had codified and
15 adopted the provisions of the Uniform Commercial Code governing the warranty of
16 merchantability and fitness for ordinary purpose.

17 131. At the time Defendant marketed and sold its Enhancement Serums, it
18 recognized the purposes for which the products would be used, and impliedly warranted
19 the products were cosmetic products, were safe and effective for intended use, and did
20 not contain any undisclosed risk. These representations became part of the basis of the
21 bargain in every purchase.

22 132. Defendant breached its implied warranties with respect to its Enhancement
23 Serums as they were not of merchantable quality, and were not fit for their ordinary
24 purpose. Defendant promised a safe and effective product, but the Products were not as
25 promised because their actual safety profile was not the same as that represented and
26 bargained for.

27 133. Plaintiff and each other class member would not have purchased the
28 Enhancement Serums had they known these products carried undisclosed risks, or

1 alternatively would not have purchase them on the same terms (e.g., purchased them for
2 substantially less).

3 134. To the extent applicable, direct privity is not required between Defendant
4 and Plaintiff or other class members because among other things, Defendant is a
5 manufacturer and made direct statements about the safety of its products, and intended
6 its statements and affirmations to flow to Plaintiff and other class members. Defendant
7 directly sold the Enhancement Serums itself or through authorized resellers operating
8 under strict direction from Defendant.

9 135. As a direct and proximate result of Defendant's breach of warranty,
10 Plaintiff and each other class member have been injured and suffered damages in the
11 amount of the purchase price of the Enhancement Serums, in that the Enhancement
12 Serums they purchased were so inherently flawed, unfit, or unmerchantable as to have
13 no market value.

14 136. Although Plaintiff does not seek to recover for physical injuries,
15 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical
16 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
17 cellular or structural impact on Plaintiff's and each other class member's face and eye
18 area.

19 137. Pre-suit notice is not required, but even if it is, such notice was provided to
20 Defendant.

21 **COUNT VII – NEGLIGENCE**

22 138. Plaintiff asserts this claim on behalf of herself and all similarly situated
23 class members under California law and all states' laws that do not conflict with
24 California law.

25 139. Defendant owed a duty to Plaintiff and each other class member to ensure
26 its Enhancement Serums complied were safe and effective, and did not contain any
27 undisclosed active risks.

28 140. Defendant owed a duty to Plaintiff and each other class member because

1 the latter were foreseeable, reasonable, and probably users of Enhancement Serums, and
2 victims of Defendant's deceptive and wrongful conduct. Defendant knew, or should
3 have known, that its Enhancement Serums were not safe and effective, and contained
4 undisclosed risks.

5 141. Defendant inadequately oversaw its own manufacture, distribution,
6 marketing, and sale of its Enhancement Serums, resulting in the Enhancement Serums
7 being sold to consumers without disclosure of the true character of the product.

8 142. Defendant maintained or should have maintained a special relationship
9 with Plaintiff and each other class member, who were anticipated or intended direct and
10 intended third-party beneficiaries, as it was obligated to ensure that its Enhancement
11 Serums were safe and effective, and did not contain any undisclosed risks.

12 143. Defendant's own actions and inactions created a foreseeable risk of harm to
13 Plaintiff and each other class member.

14 144. Defendant breached duties owed to Plaintiff and each other class member
15 by failing to exercise reasonable care sufficient to protect the interests and meet the
16 needs of Plaintiff and each other class member.

17 145. Although Plaintiff does not seek to recover for physical injuries,
18 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical
19 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
20 cellular or structural impact on Plaintiff's and each other class member's face and eye
21 area.

22 146. As a direct and proximate result of Defendant's negligent conduct, Plaintiff
23 and each other class member suffered injury and are entitled to damages in an amount to
24 be proven at trial.

25 **COUNT VIII – UNJUST ENRICHMENT**

26 147. Plaintiff asserts this claim on behalf of herself and all similarly situated
27 class members under California law and all states' laws that do not conflict with
28 California law.

1 148. Defendant was unjustly enriched at the expense of Plaintiff and each other
2 class member by virtue of their paying for Defendant's Enhancement Serums. Plaintiff
3 and each other class member conferred a direct benefit on Defendant by purchasing
4 Defendant's Enhancement Serums either directly from Defendant or through a reseller.
5 Defendant maintained a strict list of authorized resellers during the class period.

6 149. Defendant profited immensely from selling the Enhancement Serums that
7 carried undisclosed risks.

8 150. Plaintiff and each other class member were unjustly deprived of money
9 obtained by Defendant as a result of the improper amounts paid for Defendant's
10 Enhancement Serums. It would be inequitable and unconscionable for Defendant to
11 retain the profit, benefit, and other compensation obtained from Plaintiff and each other
12 class member as a result of Defendant's wrongful conduct alleged.

13 151. In the alternative to the other causes of actions alleged herein, Plaintiff and
14 each other class member have no adequate remedy at law.

15 152. Although Plaintiff does not seek to recover for physical injuries,
16 Defendant's Enhancement Serums carried undisclosed risks and resulted in physical
17 impact to Plaintiff and other class members, including unbargained for, undisclosed sub-
18 cellular or structural impact on Plaintiff's and each other class member's face and eye
19 area.

20 153. Plaintiff and each other class member are entitled to seek and do seek
21 restitution from Defendant as well as an order from this Court requiring disgorgement of
22 all profits, benefits, and other compensation obtained by Defendant's by virtue of its
23 wrongful conduct.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for the following judgment:

- 26 a. An order certifying this action as a class action;
27 b. An order appointing Plaintiff as Class Representative, and appointing
28 undersigned counsel as Class Counsel to represent the Class;

- c. A declaration that Defendant is liable pursuant to each and every one of the above-enumerated causes of action;
- d. An order awarding appropriate preliminary and/or final injunctive relief against the conduct of Defendant described herein;
- e. Payment to Plaintiff and class members of all damages, exemplary or punitive damages, and/or restitution associated with the conduct for all causes of action in an amount to be proven at trial, including but not limited to the full amounts paid or reimbursed for Enhancement Serums and Defendant's ill-gotten gains;
- f. An award of attorneys' fees, expert witness fees, and costs, as provided by applicable law and/or as would be reasonable from any recovery of monies recovered for or benefits bestowed on the class members;
- g. An award of statutory penalties to the extent available;
- h. Interest as provided by law, including but not limited to pre-judgment and post-judgment interest as provided by rule or statute; and
- i. Such other and further relief as this Court may deem just, equitable, or proper.

JURY DEMAND

Plaintiff respectfully requests a trial by jury on all causes of action so triable.

Dated: August 31, 2026

Respectfully submitted,

FARNESE P.C.

By: /s/Peter J. Farnese
Peter J. Farnese

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