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

**DEBRA MILLS, JESSE MONTANO and
EILEEN R. AVILES on behalf of
themselves and all others similarly
situated,**

Plaintiffs,

v.

CONOPCO, INC.

Defendant

CASE NO.:

CLASS ACTION

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

1 Plaintiffs Debra Mills, Jesse Montano and Eileen Aviles ("Plaintiffs"), on behalf of
2 themselves and all others similarly situated, brings this class action against Conopco, Inc.
3 ("Conopco" or "Defendant") and on the basis of personal knowledge, information and belief, and the
4 investigation of counsel, allege as follows:

5
6 **INTRODUCTION**

7 1. This is a proposed class action on behalf of a California and nationwide class
8 (collectively, "Class") of consumers seeking redress for Defendant's deceptive practices associated
9 with the advertising, labeling, and sale of its Dove Sensitive Hypoallergenic Body Wash ("Product"
10 or "Body Wash").

11 2. This action seeks to redress Defendant's false and misleading marketing claims that
12 its Body Wash is "hypoallergenic" when, in fact, it is not.

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

17 4. Defendant sells Dove Sensitive Hypoallergenic Body Wash which prominently
18 claims to be "hypoallergenic." The materiality of the representation is evident by its prominent
19 placement on the principal display panel and its repetition elsewhere on the Product packaging.
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5. The Product does not list any known allergen by name. It does, however, include “fragrance” among its ingredients.

1 **INGREDIENTS:** WATER (AQUA), SODIUM LAUROYL ISETHIONATE, SODIUM METHYL LAUROYL
2 TAURATE, COCAMIDOPROPYL BETAINE, LAURIC ACID, SODIUM HYDROXYPROPYL STARCH
3 PHOSPHATE, HYDROGENATED SOYBEAN OIL, GLYCINE SOJA (SOYBEAN) OIL, SODIUM CHLORIDE,
4 GLYCERIN, STEARIC ACID, PALMITIC ACID, HYDROGENATED VEGETABLE GLYCERIDES, GLYCERYL
5 STEARATE, HYDROXYSTEARIC ACID, SODIUM BENZOATE, GUAR HYDROXYPROPYLTRIMONIUM
6 CHLORIDE, **FRAGRANCE (PARFUM)**, CITRIC ACID, CAPRYLOYL GLYCINE, UNDECYLENOYL GLYCINE,
7 SODIUM GLUCONATE.

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

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

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

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

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

27 11. Consumers, like Plaintiffs, have been deceived by Defendant’s false and misleading
28 claim that the Product is hypoallergenic. As a result of their reliance on Defendant’s

1 misrepresentations, Plaintiffs and Class Members have suffered an ascertainable loss of money,
2 including, but not limited to, out of pocket costs incurred in purchasing the Products or having paid a
3 price premium for the Products as compared to other body wash products that do not make the same
4 false and deceptive claims.

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

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

13
14 **JURISDICTION AND VENUE**

15 14. Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2). Diversity
16 jurisdiction exists as Plaintiff Mills is a resident of Alameda, California, Plaintiff Montano is a
17 resident of Kensington, California, Plaintiff Aviles is resident of Suisun, California and Defendant
18 Conopco Inc. is Delaware corporation with its principal place of business in Hoboken, New Jersey.
19 The amount in controversy exceeds \$5,000,000 for the Plaintiffs and members of the Class
20 collectively, exclusive of interest and costs, by virtue of the combined purchase prices paid by
21 Plaintiffs and members of the putative Class, and the profits reaped by Defendant from its
22 transactions with Plaintiffs and the Class, as a direct and proximate result of the wrongful conduct
23 alleged herein, and by virtue of the injunctive and equitable relief sought.

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

PARTIES

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16. Plaintiff Debra Mills is a resident of Alameda, California.

17. Ms. Mills purchased Defendant’s Body Wash from a Walmart store in San Leandro, California and a Target store in Alameda in November and December 2025.

18. Ms. Mills made each of her purchases after reading and relying on Defendant’s Product label, specifically the representation that the Product was hypoallergenic.

19. Ms. Mills reasonably believed that the “hypoallergenic” representation meant that the Product was formulated to reduce the likelihood of allergic reactions and did not include known fragrance allergens.

20. Ms. Mills believed that Defendant lawfully marketed and sold the Products.

21. Ms. Mills relied on Defendant’s labeling and was misled thereby.

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

23. Ms. Mills was injured in fact and lost money as a result of Defendant’s improper conduct.

24. Plaintiff Jesse Montano is a resident of Kensington, California.

25. Mr. Montano purchased Defendant’s Product regularly from Target store locations near his residence throughout 2023 and 2024.

26. Mr. Montano made each of his purchases after reading and relying on Defendant’s Product label, specifically the representation that the Product was hypoallergenic.

27. Mr. Montano reasonably believed that the “hypoallergenic” representation meant that the Product was formulated to reduce the likelihood of allergic reactions and did not include known fragrance allergens.

28. Mr. Montano believed that Defendant lawfully marketed and sold the Products.

29. Mr. Montano relied on Defendant’s labeling and was misled thereby.

1 30. Mr. Montano would not have purchased the Product, or would have purchased the
2 Product on different terms, had he known the truth – *i.e.*, that the Product was not hypoallergenic,
3 but instead contained known allergens.

4 31. Mr. Montano was injured in fact and lost money as a result of Defendant’s improper
5 conduct.

6 32. Plaintiff Eileen Aviles is a resident of Suisun, California.

7 33. Ms. Aviles purchased Defendant’s Body Wash from Walmart and Grocery Outlets
8 regularly between 2023-2025.

9 34. Ms. Aviles made each of her purchases after reading and relying on Defendant’s
10 Product label, specifically the representation that the Product was hypoallergenic.

11 35. Ms. Aviles reasonably believed that the “hypoallergenic” representation meant that
12 the Product was formulated to reduce the likelihood of allergic reactions and did not include known
13 fragrance allergens.

14 36. Ms. Aviles believed that Defendant lawfully marketed and sold the Products.

15 37. Ms. Aviles relied on Defendant’s labeling and was misled thereby.

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

19 39. Ms. Aviles was injured in fact and lost money as a result of Defendant’s improper
20 conduct.

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

26 41. Defendant Conopco, Inc. is a Delaware corporation headquartered in Hoboken, New
27 Jersey. It is a wholly owned subsidiary of Unilever, one of the world’s largest consumer goods
28 companies with more than 18 brands in its portfolio, among which are Dove Brand products

1 including the Product at issue in this litigation. Its products are available for purchase online and in
2 various retail locations throughout the country.

3
4 **GENERAL ALLEGATIONS**

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

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

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

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

17 45. Consistent with common understanding, reasonable consumers interpret
18 “hypoallergenic” to mean that a product is formulated to reduce the likelihood of allergic reactions,
19 including by avoiding ingredients widely recognized as common causes of allergic contact dermatitis
20 when those ingredients serve no functional necessity beyond fragrance. This common understanding
21 is consistent with the dictionary definition of the term hypoallergenic.

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23
- 24 • “designed to reduce or minimize the possibility of an allergic
25 response, as by containing relatively few or no potentially
26 irritating substances.”¹
 - 27 • “having little likelihood of causing an allergic response”²

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

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

- “designed to be less likely to cause allergic reactions”³
- designed to be less likely to cause allergic reactions (physical problems caused by particular substances) in people who use a product⁴

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

47. Thus, Plaintiffs believed, as would any reasonable consumer, that a product labeled hypoallergenic is less likely to cause an allergic response because it is formulated to minimize the presence of common allergens. In other words, Plaintiffs and Class members reasonably believed that “hypoallergenic” as used by Defendant meant that, at a minimum, the Products would not contain known fragrance allergens.

B. THE MARKET FOR HYPOALLERGENIC PRODUCTS

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

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

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

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

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

1 49. The risk of contact dermatitis from fragrance chemicals increases for those with
2 compromised skin barriers. For individuals with sensitive skin or conditions like eczema, rosacea, or
3 psoriasis, the use of fragranced products can be particularly problematic, exacerbating these
4 conditions over time.

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

9 51. Given the increased prevalence of allergic contact dermatitis and other skin
10 conditions, consumers increasingly seek clean products looking for and relying on terms such as
11 “hypoallergenic” in making purchasing decisions. Those who do not already suffer from skin
12 allergies commonly seek products to avoid developing skin allergies. Those who suffer from skin
13 allergies, or have family members who suffer from skin allergies, seek products to avoid unknown
14 and/or hidden allergens that could exacerbate or prolong their conditions.

15 52. Personal care companies, such as Conopco have seized on this burgeoning market
16 opportunity taking every chance to label and promote their products with terms such as “natural,”
17 “clean,” and “hypoallergenic.” As a result, “[t]he global sensitive skin care products market size, []
18 estimated at USD 44.60 billion in 2023, [] is projected to reach USD 80.97 billion by 2030.... The
19 market growth is attributed to significant rise in consumer awareness regarding skin sensitivities and
20 the importance of using gentle and hypoallergenic products.... Increasing awareness about skin
21 sensitivities and the demand for gentle and hypoallergenic products have contributed to the
22 expansion of this market segment. Moreover, many brands [that] provide clear and concise
23 information about the ingredients used in their body sensitive care products are gaining trust and
24 loyalty from consumers.”⁷

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

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C. **PLAINTIFFS' ANALYTICAL TESTING OF DEFENDANT'S PRODUCT**

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

54. In April 2026, Plaintiffs commissioned independent analytical testing of Defendant's Product by an independent, accredited analytical laboratory. The Product sample tested was purchased on-line from Amazon.⁹

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

56. The testing detected the presence of d-Limonene, a fragrance constituent widely recognized in dermatological and toxicological literature as common causes of allergic contact dermatitis. It is among the 26 fragrance allergens acknowledged by the FDA.¹⁰

57. This fragrance allergen was not disclosed on the Product's label, but rather is present solely as a component of the Product's fragrance formulation and discoverable only through testing.

58. Defendant's inclusion of this known fragrance allergen renders its "hypoallergenic" representation false and misleading.

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

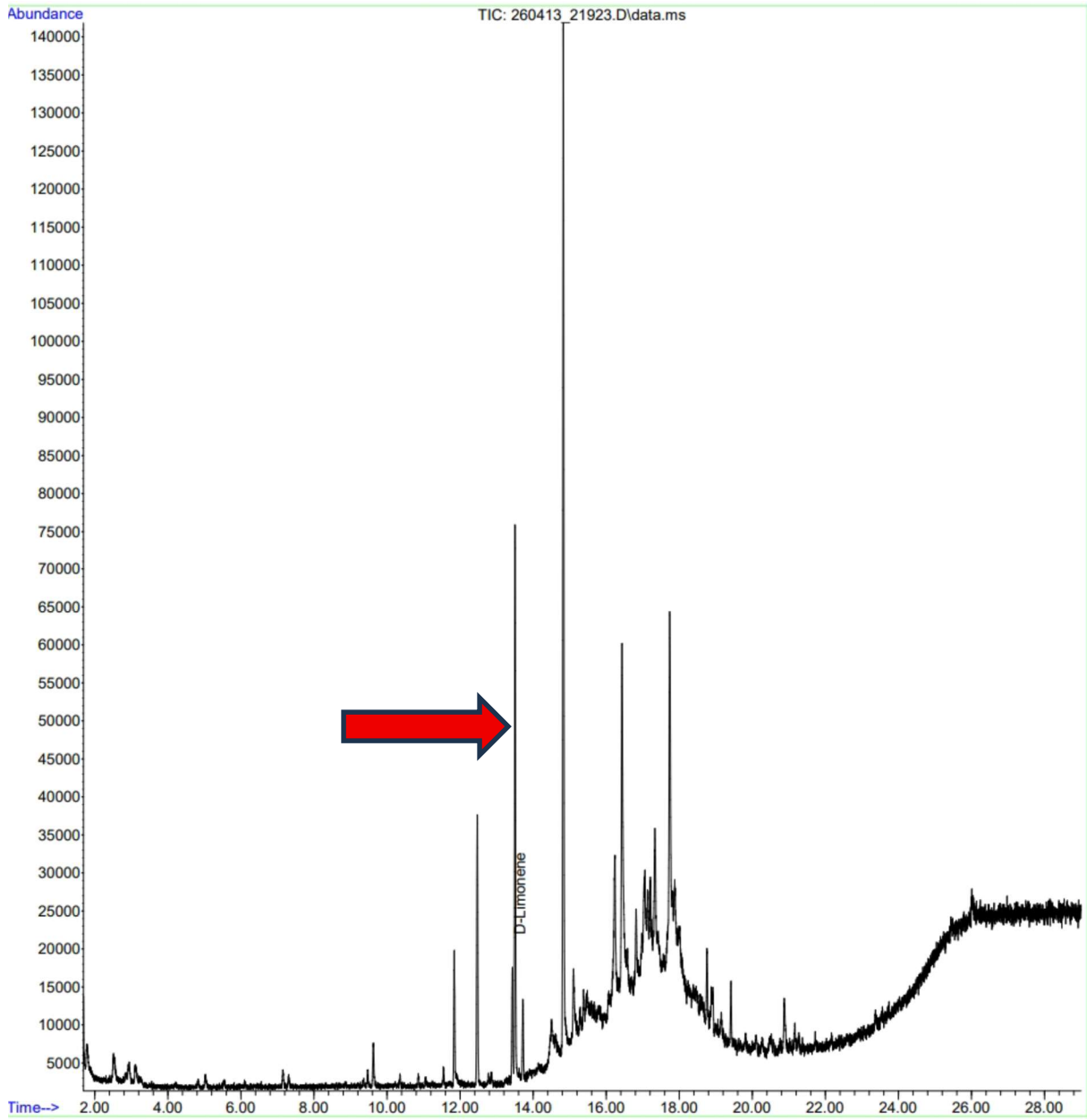
⁹ The following lot number was tested: 10075JU41. On information and belief, Conopco has used the identical formulation throughout the applicable class periods.

¹⁰ See *supra* fn.8.

1 59. Because fragrance allergens such as d-Limonene are intentionally incorporated into
2 the Product’s fragrance formulation as a standard component, its presence is not attributable to trace
3 contamination or lot-specific variation. Rather, this allergen is present in the Product’s standard
4 composition across all production runs. The inclusion of recognized fragrance allergens serves only
5 an aesthetic purpose—to impart scent or mask unpleasant scents from other ingredients —and serves
6 no functional or therapeutic necessity, making its presence particularly incongruent with a
7 “hypoallergenic” claim.

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REASONABLE CONSUMER

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3 60. Defendant knew that one of the most important representations made on the Product’s
4 label is that it is “hypoallergenic.”

5 61. Defendant placed the “hypoallergenic” representation prominently on the Product’s
6 principal display panel and repeated the representation elsewhere on the packaging, demonstrating
7 Defendant’s intent that consumers see, notice, and rely upon the statement at the point of sale.

8 62. Reasonable consumers ascribe a common, shared meaning to words and phrases
9 appearing on product labels, particularly where those words relate to health, safety, or skin
10 sensitivity.

11 63. Reasonable consumers rely on product labels for their truth and accuracy and are
12 entitled to do so without conducting independent scientific testing or ingredient analysis.

13 64. Reasonable consumers are not required, nor able to, conduct research into
14 undisclosed subcomponents of listed ingredients, such as fragrance constituents, in order to verify
15 the truthfulness of express label claims.

16 65. Nor are reasonable consumers required to discount or disbelieve prominent front-of-
17 package representations based on the mere possibility that undisclosed ingredients may contradict
18 those representations.

19 66. Instead, it is the responsibility of product manufacturers to ensure that express
20 labeling claims are truthful and not misleading in light of the Product’s actual formulation.

21 67. Plaintiffs and Class Members reasonably believed that Defendant’s prominent front
22 and back label statement that the Product is “hypoallergenic” was true.

23 68. Plaintiffs and Class Members reasonably understood “hypoallergenic” to mean that
24 the Product was formulated to reduce the likelihood of allergic reactions as compared to ordinary
25 products, including by avoiding the intentional inclusion of ingredients widely recognized as
26 common causes of allergic contact dermatitis.
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1 members may be entitled to restitution under the UCL, while not entitled to damages under other
2 causes of action asserted herein (*e.g.*, the FAL requires actual or constructive knowledge of the
3 falsity; the CLRA is limited to certain types of plaintiffs (an individual who seeks or acquires, by
4 purchase or lease, any goods or services for personal, family, or household purposes) and other
5 statutorily enumerated conduct).

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

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

14
15 **ECONOMIC INJURY**

16 80. Plaintiffs sought to buy Products that were lawfully labeled, marketed, and sold.

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

21 82. Plaintiffs saw and relied on Defendant’s misleading labeling of its Products.

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

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

27 85. Plaintiffs believed that the Products were lawfully marketed and sold.
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1 86. In reliance on the claims made by Defendant regarding the qualities of its Products,
2 Plaintiffs paid for Products that they would not have purchased or, at a minimum, a price premium.

3 87. As a result of their reliance on Defendant’s misrepresentations, Plaintiffs received
4 Products that contained ingredients which they reasonably believed the Products did not contain.

5 88. Plaintiffs received Products that were unlawfully marketed and sold.

6 89. Plaintiffs lost money and thereby suffered injury as they would not have purchased
7 these Products and/or paid as much for them absent the misrepresentation.

8 90. Defendant knows that the claim “hypoallergenic” is material to a consumer’s
9 purchasing decision.

10 91. Plaintiffs altered their positions to their detriment and suffered damages in an amount
11 equal to the amounts they paid for the Products they purchased, and/or in additional amounts
12 attributable to the deception.

13 92. By engaging in the false and deceptive conduct alleged herein, Defendant reaped and
14 continues to reap financial benefits in the form of sales and profits from its Products.

15 93. Plaintiffs, however, would be willing to purchase products labeled as hypoallergenic
16 again in the future, including Defendant’s Product, should they be able to rely with any confidence
17 on Defendant’s marketing as truthful and not deceptive.

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

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CLASS ACTION ALLEGATIONS

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3 95. Plaintiffs bring this action on behalf of themselves and on behalf of classes of all
4 others similarly situated consumers defined as follows:

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

11 96. Plaintiffs bring this class action pursuant to Federal Rule of Civil Procedure 23(a),
12 and 23(b)(1), 23(b)(2), 23(b)(3) and 23(c)(4).

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

16 98. Upon information and belief, there are tens of thousands of members of the Class.
17 Therefore, individual joinder of all members of the Class would be impracticable.

18 99. There is a well-defined community of interest in the questions of law and fact
19 affecting the parties represented in this action.

20 100. Common questions of law or fact exist as to all members of the Class. These
21 questions predominate over the questions affecting only individual Class members. These common
22 legal or factual questions include but are not limited to:

23
24 ¹¹ Collectively referred to as “Class or Classes.”

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

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

24 101. Plaintiffs' claims are typical of the claims of the Class, in that Plaintiffs are consumers

25 who purchased Defendant's Product. Plaintiffs are consumers who purchased Defendant's Product.

26 Plaintiffs are no different in any relevant respect from any other Class member who purchased the

27 Product, and the relief sought is common to the Class.

28 102. Plaintiffs are adequate representatives of the Class because their interests do not

conflict with the interests of the members of the Class they seek to represent, and they have retained

counsel competent and experienced in conducting complex class action litigation. Plaintiffs and her

counsel will adequately protect the interests of the Class.

103. A class action is superior to other available means for the fair and efficient

adjudication of this dispute. The damages suffered by each individual Class member will likely be

1 relatively small, especially given the cost of the Products at issue and the burden and expense of
2 individual prosecution of complex litigation necessitated by Defendant’s conduct. Thus, it would be
3 virtually impossible for members of the Class individually to effectively redress the wrongs done to
4 them. Moreover, even if members of the Class could afford individual actions, it would still not be
5 preferable to class-wide litigation. Individualized actions present the potential for inconsistent or
6 contradictory judgments. By contrast, a class action presents far fewer management difficulties and
7 provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a
8 single court.

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

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

16 **CAUSES OF ACTION**

17
18 **FIRST CAUSE OF ACTION**

19 **Violation of Breach of Express Warranty
Cal. Com. Code §2313**

20 106. Plaintiffs incorporate each and every allegation contained in the paragraphs above as
21 if restated herein.

22 107. Defendant made express warranties to Plaintiffs and members of the Class that the
23 Products they purchased were “hypoallergenic.”

24 108. The “hypoallergenic” representation is a specific, affirmative statement of fact
25 regarding the Products’ formulation and allergenic profile which appears uniformly on every unit of
26 the Product sold during the Class Period and was intended to, and did, become part of the basis of
27 the bargain between Defendant and consumers.
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1 109. This warranty regarding the nature of the Product marketed by Defendant specifically
2 relates to the goods being purchased and became the basis of the bargain.

3 110. Plaintiffs and Class members purchased the Products in the belief that they
4 conformed to the express warranties that were made on the Products' labels.

5 111. As alleged herein, the Products contain fragrance constituents, including d-Limonene,
6 that are widely recognized as common causes of allergic contact dermatitis and are inconsistent with
7 the express "hypoallergenic" representation.

8 112. Defendant breached the express warranties made to Plaintiffs and members of the
9 Class by failing to supply goods that conformed to the warranties it made. As a result, Plaintiffs and
10 members of the Class suffered injury and deserve to be compensated for the damages they suffered.

11 113. Plaintiffs and the members of the Class paid money for the Products. However,
12 Plaintiffs and the members of the Class did not obtain the full value of the advertised Products. If
13 Plaintiffs and other members of the Class had known of the true nature of the Products, they would
14 not have purchased them or paid less for them. Accordingly, Plaintiffs and members of the Class
15 have suffered injury in fact and lost money or property as a result of Defendant's wrongful conduct.

16 114. Plaintiffs and Class members are therefore entitled to recover damages, punitive
17 damages, equitable relief such as restitution and disgorgement of profits, and declaratory and
18 injunctive relief.

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

115. Plaintiffs incorporate each and every allegation contained in the paragraphs above as if restated herein.

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

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

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

119. In accordance with California Business & Professions Code section 17203, and as Plaintiffs lack an adequate remedy at law, they seek an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign.

120. Through its unfair acts and practices, Defendant obtained, and continues to unfairly obtain, money from members of the Class. As such, Plaintiffs have been injured and requests that this Court cause Defendant to restore this money to Plaintiffs and the members of the Class, to disgorge the profits Defendant made on its Products, and to enjoin Defendant from continuing to violate the Unfair Competition Law or violating it in the same fashion in the future. Otherwise, the

1 Class may be irreparably harmed and denied an effective and complete remedy if such an Order is
2 not granted.

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4 **THIRD CAUSE OF ACTION**

5 **Fraudulent Business Practices**
6 **Violation of The Unfair Competition Law**
7 **Bus. & Prof. Code §§ 17200, *et seq.***
8 **(On behalf of the California Class)**

9 121. Plaintiffs incorporate each and every allegation contained in the paragraphs above as
10 if restated herein.

11 122. The UCL defines unfair business competition to include any “unlawful, unfair or
12 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.
13 Bus. & Prof. Code §17200.

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

16 124. Defendant’s acts and practices of mislabeling its Products in a manner to suggest they
17 are “hypoallergenic” is fraudulent.

18 125. As a result of the conduct described above, Defendant has been, and will continue to
19 be, unjustly enriched at the expense of Plaintiffs and members of the proposed Class. Specifically,
20 Defendant has been unjustly enriched by the profits it has obtained from Plaintiffs and the Class
21 from the purchases of its Products.

22 126. In accordance with California Business & Professions Code Section 17203, and as
23 Plaintiffs lack an adequate remedy at law, they seek an order enjoining Defendant from continuing to
24 conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a
25 corrective advertising campaign.

26 127. Through its fraudulent acts and practices, Defendant has improperly obtained, and
27 continues to improperly obtain, money from members of the Class. As such, Plaintiffs request that
28 this Court cause Defendant to restore this money to Plaintiffs and the Class, to disgorge the profits
Defendant has made, and to enjoin Defendant from continuing to violate the Unfair Competition

1 Law or violating it in the same fashion in the future. Otherwise, the Class may be irreparably harmed
2 and denied an effective and complete remedy if such an Order is not granted.

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4 **FOURTH CAUSE OF ACTION**

5 **Unlawful Business Practices**
6 **Violation of The Unfair Competition Law**
7 **Bus. & Prof. Code §§ 17200, *et seq.***
8 **(On behalf of the California Class)**

9 128. Plaintiffs incorporate each and every allegation contained in the paragraphs above as if
10 rewritten herein.

11 129. The UCL defines unfair business competition to include any “unlawful, unfair or
12 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.
13 Bus. Prof. Code § 17200.

14 130. A business act or practice is “unlawful” if it violates any established state or federal
15 law.

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

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

23 133. Defendant labeled and marketed the Products as “hypoallergenic” despite the
24 intentional inclusion of fragrance ingredient d-Limonene that is widely recognized as common
25 allergen. This representation created a false and misleading impression regarding the Products’
26 formulation and allergenic profile.

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

1 135. Plaintiffs do not seek to enforce the FDCA, nor do Plaintiffs seek to impose
2 requirements different from or in addition to those imposed by the FDCA. Plaintiffs seek to enforce
3 California law that independently incorporates the federal misbranding standard and is actionable
4 under the UCL.

5 136. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiffs and
6 members of the Class suffered economic injury, including payment of a price premium for Products
7 that were falsely marketed as “hypoallergenic.”

8 137. By committing the unlawful acts and practices alleged above, Defendant has engaged,
9 and continues to be engaged, in unlawful business practices within the meaning of California Business
10 and Professions Code §§ 17200, *et seq.*

11 138. Through its unlawful acts and practices, Defendant has obtained, and continues to
12 unfairly obtain, money from members of the Class. As such, Plaintiffs request that this Court cause
13 Defendant to restore this money to Plaintiffs and all members of the Class, to disgorge the profits
14 Defendant made on these transactions, and to enjoin Defendant from continuing to violate the Unfair
15 Competition Law or violating it in the same fashion in the future. Otherwise, the Class may be
16 irreparably harmed and denied an effective and complete remedy if such an order is not granted.

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18 **FIFTH CAUSE OF ACTION**

19 **False Advertising**
20 **Violation of California Business & Professions Code §§ 17500, *et seq.***
21 **(On behalf of the California Class)**

22 139. Plaintiffs incorporate each and every allegation contained in the paragraphs above as
23 if restated herein.

24 140. Defendant uses advertising and packaging to sell its Products. Defendant
25 disseminates advertising regarding its Products which by their very nature are deceptive, untrue, or
26 misleading within the meaning of California Business & Professions Code §§17500, *et seq.* because
27 those advertising statements contained on the labels are misleading and likely to deceive, and
28 continue to deceive, members of the putative Class and the general public.

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

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

7 143. Through its deceptive acts and practices, Defendant has improperly and illegally
8 obtained money from Plaintiffs and the members of the Class. As such, Plaintiffs request that this
9 Court cause Defendant to restore this money to Plaintiffs requests that this Court cause Defendant to
10 restore this money to Plaintiffs and the members of the Class, and to enjoin Defendant from
11 continuing to violate California Business & Professions Code §§17500, *et seq.*, as discussed above.
12 Otherwise, Plaintiffs and those similarly situated will continue to be harmed by Defendant's false
13 and/or misleading advertising.

14 144. As a result, and as they lack an adequate remedy at law, Plaintiffs and the Class are
15 entitled to equitable relief, restitution, and an order for the disgorgement of the funds by which
16 Defendant was unjustly enriched and pray for relief as set forth below.

17 145. Pursuant to California Business & Professions Code §17535, Plaintiffs seek an Order
18 of this Court ordering Defendant to fully disclose the true nature of its misrepresentations. Plaintiffs
19 additionally request an Order: (1) requiring Defendant to disgorge its ill-gotten gains, (2) award full
20 restitution of all monies wrongfully acquired by Defendant, and (3) interest and attorneys' fees.
21 Plaintiffs and the Class may be irreparably harmed and denied an effective and complete remedy if
22 such an Order is not granted.

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SIXTH CAUSE OF ACTION

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

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4 146. Plaintiffs incorporate each and every allegation contained in the paragraphs above as
5 if restated herein.

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

8 148. Plaintiffs and each member of the proposed Class are “consumers” within the
9 meaning of Civil Code §1761(d).

10 149. The purchases of the Products by consumers constitute “transactions” within the
11 meaning of Civil Code §1761(e) and the Products constitute “goods” within the meaning of Civil
12 Code §1761(a).

13 150. Defendant has violated, and continues to violate, the CLRA in at least the following
14 respects:

- 15 a. §1770(5) pertaining to misrepresentations regarding the characteristics of
16 goods sold—specifying that misleading representations regarding ingredients
17 violate the CLRA;
18 b. §1770(7) pertaining to misrepresentations regarding the standard, quality, or
19 grade of goods sold; and
20 c. § 1770(9) pertaining to goods advertised with the intent not to provide what is
21 advertised.

22 151. Defendant knew, or should have known, that the labeling of its Products as
23 hypoallergenic violated consumer protection laws, and that these statements would be relied upon by
24 Plaintiffs and the members of the Class.

25 152. The representations were made to Plaintiffs and all members of the Class. Plaintiffs
26 relied on the accuracy of the representations on Defendant’s labels which formed a material basis for
27 their decisions to purchase the Products. Moreover, based on the very materiality of Defendant’s
28 misrepresentations uniformly made on or omitted from their Product labels, reliance may be
presumed or inferred for all members of the Class.

1 153. Defendant carried out the scheme set forth in this Complaint willfully, wantonly, and
2 with reckless disregard for the interests of Plaintiffs and the Class, and as a result, Plaintiffs and the
3 Class have suffered an ascertainable loss of money or property.

4 154. Plaintiffs and the members of the Class request that this Court enjoin Defendant from
5 continuing to engage in the unlawful and deceptive methods, acts and practices alleged above,
6 pursuant to California Civil Code §1780(a)(2). Unless Defendant is permanently enjoined from
7 continuing to engage in such violations of the CLRA, future consumers of Defendant's Products will
8 be damaged by their acts and practices in the same way as have Plaintiffs and the members of the
9 proposed Class.

10 155. Plaintiffs served a CLRA demand pursuant to Civil Code §1782 in conjunction with
11 this complaint, notifying Defendant of the conduct described herein and that such conduct was in
12 violation of particular provisions of Civil Code §1770. If Defendant fails to address Plaintiffs'
13 demand within 30 days, Plaintiffs will amend this complaint to seek the full measure of damages
14 provided under Civil Code §1780.

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16 **SEVENTH CAUSE OF ACTION**

17 **Restitution Based On Quasi-Contract/Unjust Enrichment**

18 156. Plaintiffs incorporate each and every allegation contained in the paragraphs above as
19 if restated herein.

20 157. Plaintiffs plead this cause of action in the alternative and pursuant to California law.

21 158. Defendant's conduct in enticing Plaintiffs and the Class to purchase its Products with
22 false and misleading packaging is unlawful because the statements contained on the Defendant's
23 Product labels are untrue.

24 159. Defendant took monies from Plaintiffs and the Class for these Products and have
25 been unjustly enriched at the expense of Plaintiffs and the Class as a result of their unlawful conduct
26 alleged herein, thereby creating a quasi-contractual obligation on Defendant to restore these ill-
27

1 gotten gains to Plaintiffs and the Class. It is against equity and good conscience to permit Defendant
2 to retain the ill-gotten benefits received from Plaintiffs and Class members.

3 160. As a direct and proximate result of Defendant's unjust enrichment, Plaintiffs and the
4 Class are entitled to restitution or restitutionary disgorgement in an amount to be proved at trial.

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6 **PRAYER FOR RELIEF**

7 THEREFORE, Plaintiffs, on behalf of herself and on behalf of the other members of the
8 Class and for the Counts so applicable on behalf of the general public request an award and relief as
9 follows:

10 A. An order certifying that this action is properly brought and may be maintained as a
11 class action, that Plaintiffs be appointed Class Representatives, and Plaintiffs' counsel be appointed
12 Lead Counsel for the Class.

13 B. Restitution in such amount that Plaintiffs and all members of the Class paid to
14 purchase Defendant's Product or restitutionary disgorgement of the profits Defendant obtained from
15 those transactions, for Causes of Action for which they are available.

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

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

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

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

21 G. An Order awarding Plaintiffs their costs of suit, including reasonable attorneys' fees
22 and pre and post judgment interest.

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

26 I. Such other and further relief as may be deemed necessary or appropriate.
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28

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all causes of action or issues so triable.

DATED: May 8, 2026

Respectfully submitted,



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Counsel for Plaintiffs

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