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6 *Attorney for Plaintiffs and the*
Putative Classes

7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9

10 KOURTNEY RUSOW and ARNETTA
11 WILLIAMS, on behalf of themselves and on
behalf of all others similarly situated,

12 Plaintiffs,

13 v.
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15 JOLIE SKIN COMPANY, INC.,

16 Defendant.
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CASE NO.: 3:26-cv-02411

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiffs Kourtney Rusow and Arnetta Williams (collectively “Plaintiffs”), on behalf of
2 themselves and all others similarly situated, bring this class action against Defendant Jolie Skin
3 Company, Inc. (“Defendant”) based on the false and deceptive advertising and labeling of
4 Defendant’s attachable showerhead and replaceable filters. Plaintiffs make the following
5 allegations based on their personal knowledge, and upon the information, investigation and belief
6 of their counsel.

7 **INTRODUCTION**

8 1. As consumer awareness of, and interest in, beauty, health, and wellness rise,
9 consumer demand for effective water filter systems is similarly rising. Shower filters specifically
10 are also experiencing significant growth, driven by increasing consumer awareness of water
11 quality issues.¹ Unfiltered shower water is generally filled with contaminants such as chlorine and
12 other impurities and poses a number of risks to skin, hair, and overall health.² As the largest organ
13 in the human body, the skin is repeatedly exposed to concentrated amounts of contaminants while
14 showering with unfiltered water, such as chlorine.³ Chlorine can cause a number of health issues
15 including hair and skin irritation, worsening conditions such as eczema or psoriasis, and eye
16 irritation, causing redness and stinging.⁴ Additionally, prolonged exposure to chlorine vapor in hot
17 showers may pose respiratory risks to children and individuals with sensitivities.⁵

18 2. As a result of increasing awareness of the impurities and contaminants in shower
19 water, consumers are progressively turning to shower filters to help improve the quality of their
20 water as well as their overall health. North America, in fact, is one of the key leaders driving the
21 significant demand for effective shower filters.⁶

22 _____
23 ¹ <https://www.accio.com/business/trends-of-shower-filter> (last visited March 18, 2026).

24 ² <https://lonestarwater.net/blog/shower-water-safety-filtration/> (last visited March 18, 2026).

25 ³ *Id.*

26 ⁴ https://uswatersystems.com/blogs/blog/the-hidden-dangers-of-chlorine-in-your-shower-water-pending?_pos=1&_sid=1bf74e1bc&_ss=r (last visited March 18, 2026).

27 ⁵ <https://lonestarwater.net/blog/shower-water-safety-filtration/> (last visited March 18, 2026).

28 ⁶ <https://www.wiseguyreports.com/reports/shower-filter-market> (last visited March 18, 2026).

1 9. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391(b)(2) because
2 a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this
3 District. Specifically, Plaintiff Rusow purchased the Product in this District.

4 **THE PARTIES**

5 10. Plaintiff Rusow is a citizen of the United States and the State of California. In April
6 of 2023, Plaintiff Rusow purchased the showerhead Product from Defendant’s website, and also
7 signed up for a subscription for the replacement filter cartridge Product which continued until
8 September 2025. Based on the Product’s advertising and marketing on the website, Plaintiff
9 Rusow reasonably believed the Product would “remove chlorine” according to the ordinary
10 meaning of the term “remove”—that is, to eliminate or take away entirely, or at least to reduce to
11 negligible levels—not merely to partially reduce chlorine by only 66%, leaving one-third
12 remaining. Had she known the truth, she would not have purchased the Product or would have
13 paid significantly less for it. Therefore, Plaintiff Rusow suffered injury in fact and lost money as a
14 result of Defendant’s misleading, false, unfair, and deceptive practices, as described herein.

15 11. Plaintiff Williams is a citizen of the United States and the State of New York. In
16 June 2025, Plaintiff Williams purchased the showerhead Product from Defendant’s Amazon store.
17 Based on the Product’s advertising and marketing, Plaintiff Williams reasonably believed the
18 Product would “remove chlorine” according to the ordinary meaning of the term “remove”—that
19 is, to eliminate or take away entirely, or at least to reduce to negligible levels—not merely to
20 partially reduce chlorine by only 66%, leaving one-third remaining. Had she known the truth, she
21 would not have purchased the Product or would have paid significantly less for it. Therefore,
22 Plaintiff Williams suffered injury in fact and lost money as a result of Defendant’s misleading,
23 false, unfair, and deceptive practices, as described herein.

24 12. Defendant is a Delaware corporation and upon information and belief, maintains its
25 principal place of business in New York. Defendant is an industry leader in shower water filters,
26 selling products like the ones challenged in this Complaint.

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FACTUAL ALLEGATIONS

13. Defendant prominently markets the Products as being able to “remove chlorine, heavy metals & other contaminants from your shower water.” See below:

The screenshot shows the product page for 'THE FILTERED SHOWERHEAD' on the Jolie website. The page features a navigation bar with 'SHOWER WITH jolie', 'FILTERED SHOWERHEAD', 'REPLACEMENT FILTER', 'MORE', 'SHOP THE SHOWERHEAD', 'FAQ', and 'CART'. The main content area includes a product image of a brushed steel showerhead with callouts: 'Improves skin & hair' and 'Filters chlorine & other contaminants'. Below the image is a table of clinical results:

HAIR SHEDDING	FRIZZINESS
81%	60%
of people experienced less hair shedding	of hair frizz vs. not using Jolie
DRY SKIN	ACNE

To the right of the product image is a purchase section titled 'THE FILTERED SHOWERHEAD' with the subtitle 'YOUR ESSENTIAL BEAUTY WELLNESS TOOL'. It states: 'Remove chlorine, heavy metals & other contaminants from your shower water.' Below this, there are color options (BRUSHED STEEL) and a subscription selection area. The 'SUBSCRIBE & SAVE 10%' option is selected, showing a price of \$152 (down from \$169). The 'ONE TIME PURCHASE' option is \$169. A 'BUY NOW' button is priced at \$152. A red box highlights the product title and subtitle, and a red arrow points from this box down to the main product title on the page below.

★★★★★ 4.9/5 2209 Reviews

THE FILTERED SHOWERHEAD

YOUR ESSENTIAL BEAUTY WELLNESS TOOL

Remove chlorine, heavy metals & other contaminants from your shower water.

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SHOWERS WITH **jolie**

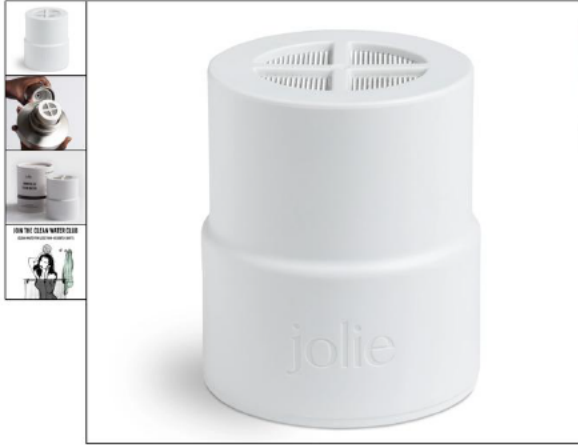
FILTERED SHOWERHEAD REPLACEMENT FILTER MORE

SHOP JOLIE

FAQ

🗨️

CART 0



★★★★★ 4.9/5 2242 Reviews

THE REPLACEMENT FILTER
YOUR ESSENTIAL BEAUTY WELLNESS TOOL
Remove chlorine, heavy metals & other contaminants from your shower water.

SELECT SUBSCRIPTION:

- SUBSCRIBE & SAVE 10% **\$35** ~~\$38~~
Billed quarterly with filter replacements shipping every 90 days.
- ONE TIME PURCHASE **\$38**

ADD TO CART — \$35

📦 FREE SHIPPING




★★★★★ 4.9/5 2242 Reviews

THE REPLACEMENT FILTER

YOUR ESSENTIAL BEAUTY WELLNESS TOOL

Remove chlorine, heavy metals & other contaminants from your shower water.

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The Jolie Filtered SHOWERHEAD with Shower Water Filter System- High Pressure Showerhead, Hair and Skincare Accessory to Improve Beauty and Personal Care Routine (New Brushed Steel)
 Visit the Jolie Skin Company Store
 4.1 ★★★★★ (1,859) | Search this page
 Amazon's Choice

Color: **Brushed Steel**

\$167.00	\$168.00	\$165.00	2 options from \$122.00	1 option from \$169.00	1 option from \$169.00

Brand Jolie Skin Company
Style Modern
Shape Round
Material Polyimide
Finish Type Glossy

Click to see full view

6 VIDEOS

Ask Rufus

Does it require any tools for installation? Can it be used with low water pressure?
 Is the filter easy to replace? Why you might like this Compare with similar
 Ask something else

About this item

- THE ONLY CLINICALLY PROVEN SHOWERHEAD TO FIGHT HAIR SHEDDING- You won't find the results of our premium product anywhere else. Filtering your shower water with Jolie is clinically-proven to reduce hair shedding and the only shower filter available that is lab tested and verified by 158+ top publications.
- #1 FILTERED SHOWERHEAD TRUSTED BY DERMATOLOGIST TO IMPROVE SKIN AND HAIR-** Take care of your body with clean and refreshing filtered water everyday. Meet Jolie, the perfect shower accessory for your skin and haircare routine. **It removes chlorine, heavy metals & other contaminants,** which all contribute to many common skin & hair issues, such as dry skin, eczema, flaky dandruff, damaged hair, change in hair color, and rashes/irritation.

- **#1 FILTERED SHOWERHEAD TRUSTED BY DERMATOLOGIST TO IMPROVE SKIN AND HAIR-** Take care of your body with clean and refreshing filtered water everyday. Meet Jolie, the perfect shower accessory for your skin and haircare routine. **It removes chlorine, heavy metals & other contaminants,** which all contribute to many common skin & hair issues, such as dry skin, eczema, flaky dandruff, damaged hair, change in hair color, and rashes/irritation.

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 jolieskinco Limited Time Offer | \$98
Jolie is the world's #1 shower filter and the only one clinically proven to transform skin and hair.

Here's what our 500,000+ customers love:

- 81% Experienced Less Hair Shedding
- 71% Experienced Less Acne
- 69% Experienced Less Scalp Itchiness
- 40% Experienced Less Hair Frizz
- Fuller, Smoother Hair
- A Healthy Scalp
- Glowing, Hydrated Skin
- Less Red, Irritated Skin
- Less Eczema & Psoriasis Flare Ups
- #1 Shower Head Trusted By Doctors & Dermatologist

Remove chlorine, heavy metals & other contaminants from your shower water for better hair and skin.

Visit jolieskinco.com to read hundreds of five star reviews  and what makes Jolie the world's best shower filter.

14. Defendant prominently and consistently markets the Products are capable of “removing” contaminants such as chlorine.⁷ The commonly understood meaning of “remove” is to eliminate or get rid of.⁸ Consistent with that meaning, reasonable consumers understand a claim that a product “removes chlorine” to mean that it eliminates, or at least removes to negligible levels, chlorine from the water; not that it merely reduces chlorine by a limited percentage. In reality, the Products reduce chlorine by only approximately 66%, leaving a substantial amount of chlorine behind. Defendant’s representations are therefore false, misleading, and likely to deceive reasonable consumers.

⁷ Following receipt of Plaintiffs’ demand letter, Defendant changed the language on its website to no longer reference “remove” with respect to chlorine for its Showerhead.

⁸ <https://www.merriam-webster.com/dictionary/remove> (last visited March 18, 2026).

1 15. Defendant’s own testing demonstrates that its Products only *reduce* chlorine by
2 66%. This directly conflicts with Defendant’s own representations. By way of illustration, if a
3 stain remover left approximately one-third of every stain behind, consumers would not regard the
4 product as having “removed” the stain. At most, it would have reduced it. Defendant, however,
5 continues to market its Product as removing chlorine.

6 16. As a result, the marketing and advertising is false and misleading because it
7 represents the Products will eliminate or remove chlorine, when they do not.

8 17. Plaintiffs and other consumers purchased the Products relying on Defendant’s
9 representations.

10 18. The reasonable belief held by Plaintiffs and consumers that the Products would
11 remove chlorine as represented was a significant factor in their decision to purchase the Products.

12 19. Based on these representations, Plaintiffs and Class members did not know, and
13 had no reason to know, that the Products would not remove, and only would reduce chlorine by
14 66%, leaving one-third the chlorine in the water.

15 20. As the entity responsible for the development, manufacturing, packaging,
16 advertising, distribution and sale of the Products, Defendant knew or should have known that the
17 Products falsely and deceptively represent the efficacy of chlorine reduction.

18 21. Defendant also knew or should have known that Plaintiffs and other consumers, in
19 purchasing the Products, would rely on Defendant’s representations. Nonetheless, Defendant
20 deceptively advertises the Products in order to deceive consumers into believing that they are
21 getting a product which eliminates or removes chlorine instead of reducing it.

22 22. Consumers are willing to pay more for the Products based on the belief that they
23 will eliminate, or remove, contaminants such as chlorine. In other words, using misleading
24 representations, Defendant commands a price that Plaintiffs and the Class would not have paid had
25 they been fully informed. Had Plaintiffs and the Class been aware that the Products do not
26 eliminate or remove chlorine, they would have purchased a different product or paid significantly
27 less for the Products.

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1 23. Using misleading representations, Defendant also created increased market demand
2 for the Products and increased its market share relative to what its demand and share would have
3 been had it marketed the Products truthfully.

4 24. Therefore, Plaintiffs and other consumers purchasing the Products have suffered
5 injury in fact and lost money as a result of Defendant's false and deceptive practices, as described
6 herein.

7 **CLASS ACTION ALLEGATIONS**

8 25. Plaintiffs bring this class action pursuant to Fed. R. Civ. P. 23 and all other
9 applicable laws and rules, individually, and on behalf of all members of the following Classes:

10 **Nationwide Class**

11 All persons who purchased the Products in the United States within the applicable statute
12 of limitations period.

13 **California Class**

14 All persons who purchased the Products in the state of California within the applicable
15 statute of limitations period.

16 **California Consumer Subclass**

17 All persons who purchased Products in the state of California, for personal, family, or
18 household purposes, within the applicable statute of limitations period.

19 **New York Class**

20 All residents of New York who purchased the Products in New York within
21 the applicable statute of limitation period ("New York Class").

22 26. The foregoing classes are referred to collectively as the "Class" or "Classes."

23 27. Excluded from the Classes are the following individuals and/or entities: Defendant
24 and its parents, subsidiaries, affiliates, officers and directors, current or former employees, and any
25 entity in which Defendant has a controlling interest; all individuals who make a timely election to
26 be excluded from this proceeding using the correct protocol for opting out; and all judges assigned
27 to hear any aspect of this litigation, as well as their immediate family members.

28 28. Plaintiffs reserve the right to modify or amend the definition of the proposed
Classes and/or add subclasses before the Court determines whether certification is appropriate.

1 29. Numerosity: The proposed Classes are so numerous that joinder of all members
2 would be impractical. The Products are sold throughout California, New York and the nation at
3 various retailers as well as online. The number of individuals who purchased the Products during
4 the relevant time period is at least in the thousands. Accordingly, Class members are so numerous
5 that their individual joinder herein is impractical. While the precise number of Class members and
6 their identities are unknown to Plaintiffs at this time, these Class members are identifiable and
7 ascertainable.

8 30. Common Questions Predominate: There are questions of law and fact common to
9 the proposed Classes that will drive the resolution of this action and will predominate over
10 questions affecting only individual Class members. These questions include, but are not limited to,
11 the following:

- 12 a. Whether Defendant misrepresented material facts and/or failed to disclose
13 material facts in connection with the labeling, marketing, distribution, and sale
14 of the Products;
- 15 b. Whether Defendant's use of false or deceptive labeling and advertising
16 constituted false or deceptive advertising;
- 17 c. Whether Defendant engaged in unfair, unlawful and/or fraudulent business
18 practices;
- 19 d. Whether Defendant's unlawful conduct, as alleged herein, was intentional and
20 knowing;
- 21 e. Whether Plaintiffs and the Classes are entitled to damages and/or restitution,
22 and in what amount;
- 23 f. Whether Defendant is likely to continue using false, misleading or unlawful
24 conduct such that an injunction is necessary; and
- 25 g. Whether Plaintiffs and the Classes are entitled to an award of reasonable
26 attorneys' fees, interest, and costs of suit.

27 31. Defendant has engaged in a common course of conduct giving rise to violations of
28 the legal rights sought to be enforced uniformly by Plaintiffs and Class members. Similar or

1 identical statutory and common law violations, business practices, and injuries are involved. The
2 injuries sustained by members of the proposed Classes flow, in each instance, from a common
3 nucleus of operative fact, namely, Defendant’s deceptive advertising of the Products. Each
4 instance of harm suffered by Plaintiffs and Class members has directly resulted from a single
5 course of illegal conduct. Each Class member has been exposed to the same deceptive practice, as
6 each of the Products: (a) was marketed as being able to “remove chlorine, heavy metals, & other
7 contaminants”, and (b) does not eliminate, or remove, chlorine. Therefore, individual questions, if
8 any, pale in comparison to the numerous common questions presented in this action.

9 32. Superiority: Because of the relatively small amount of damages at issue for each
10 individual Class member, no Class member could afford to seek legal redress on an individual
11 basis. Furthermore, individualized litigation increases the delay and expense to all parties and
12 multiplies the burden on the judicial system presented by the complex legal and factual issues of
13 this case. Individualized litigation also presents a potential for inconsistent or contradictory
14 judgments. A class action is superior to any alternative means of prosecution.

15 33. Typicality: The representative Plaintiffs’ claims are typical of those of the proposed
16 Classes, as all members of the proposed Classes are similarly affected by Defendant’s uniform
17 unlawful conduct as alleged herein.

18 34. Adequacy: Plaintiffs will fairly and adequately protect the interests of the proposed
19 Classes as their interests do not conflict with the interests of the members of the proposed Classes
20 they seek to represent, and they have retained counsel competent and experienced in class action
21 litigation. Thus, the interests of the members of the Classes will be fairly and adequately protected
22 by Plaintiffs and their counsel.

23 35. Defendant has also acted, or failed to act, on grounds generally applicable to
24 Plaintiffs and the proposed Classes, supporting the imposition of uniform relief to ensure
25 compatible standards of conduct toward the members of the Classes.

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1 **FIRST CLAIM FOR RELIEF**
2 **Violation of California’s Consumers Legal Remedies Act**
3 **California Civil Code § 1750, *et seq.***
4 **(for California Consumer Subclass)**

5 36. Plaintiff Rusow repeats the allegations contained in paragraphs 1-35 above as if
6 fully set forth herein.

7 37. Plaintiff Rusow brings this claim individually and on behalf of the members of the
8 proposed California Consumer Subclass against Defendant pursuant to California’s Consumers
9 Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

10 38. The Products are “goods” within the meaning of Cal. Civ. Code § 1761(a), and the
11 purchases of the Products by Plaintiff Rusow and members of the California Consumer Subclass
12 constitute “transactions” within the meaning of Cal. Civ. Code § 1761(e).

13 39. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have
14 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not
15 have...” By advertising the Products as being able to “remove chlorine...from your shower water,”
16 Defendant has represented and continues to represent that the Products have characteristics that they
17 do not have. Therefore, Defendant has violated section 1770(a)(5) of the CLRA.

18 40. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or services are of
19 a particular standard, quality, or grade, or that goods are of a particular style or model, if they are
20 of another.” By marketing the Products as being able to “remove chlorine... from your shower
21 water,” Defendant has represented and continues to represent that the Products are of a particular
22 standard (i.e., are able to eliminate chlorine) which they do not possess. Therefore, Defendant has
23 violated section 1770(a)(7) of the CLRA.

24 41. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services with intent
25 not to sell them as advertised.” By marketing the Products as being able to “remove chlorine... from
26 your shower water” but not intending to sell the Products as such, Defendant has violated section
27 1770(a)(9) of the CLRA.

28 42. At all relevant times, Defendant has known or reasonably should have known that
the Products were not able to eliminate or remove chlorine from shower water, and that Plaintiff

1 Rusow and other members of the California Consumer Subclass would reasonably and justifiably
2 rely on the marketing in purchasing the Products. Nonetheless, Defendant deceptively advertises
3 the Products as such in order to deceive consumers into believing that the Products remove
4 chlorine when they do not.

5 43. Plaintiff Rusow and members of the California Consumer Subclass have justifiably
6 relied on Defendant’s misleading representations when purchasing the Products. Moreover, based
7 on the materiality of Defendant’s misleading and deceptive conduct, reliance may be presumed or
8 inferred for Plaintiff Rusow and members of the California Consumer Subclass.

9 44. Plaintiff Rusow and members of the California Consumer Subclass have suffered
10 and continue to suffer injuries caused by Defendant because they would have paid significantly
11 less for the Products, or would not have purchased them at all, had they known that the Products
12 do not remove chlorine.

13 45. In accordance with Cal. Civ. Code § 1780(d), Plaintiff Rusow is filing a declaration
14 of venue, attached hereto as Exhibit A to this Complaint.

15 46. On October 17, 2025, Plaintiff Rusow’s counsel sent a notice letter by certified
16 mail to Defendant, putting Defendant on notice of Plaintiff Rusow’s intent to pursue claims under
17 the CLRA, and provided Defendant an opportunity to cure, consistent with Cal. Civ. Code § 1782.
18 Because Defendant failed to take corrective action within 30 days of receipt of the notice letter,
19 Plaintiff Rusow is filing this complaint with a request for damages as permitted under Cal. Civ.
20 Code § 1782(d).

21 **SECOND CLAIM FOR RELIEF**
22 **Violation of California’s False Advertising Law**
23 **California Business & Professions Code § 17500, *et seq***
(for the California Class)

24 47. Plaintiff Rusow repeats the allegations contained in paragraphs 1-35 above as if
25 fully set forth herein.

26 48. Plaintiff Rusow brings this claim individually and on behalf of the members of the
27 proposed California Class against Defendant pursuant to California’s False Advertising Law
28 (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq*.

1 49. The FAL makes it “unlawful for any person to make or disseminate or cause to be
2 made or disseminated before the public . . . in any advertising device . . . or in any other manner or
3 means whatever, including over the Internet, any statement, concerning . . . personal property or
4 services professional or otherwise, or performance or disposition thereof, which is untrue or
5 misleading and which is known, or which by the exercise of reasonable care should be known, to
6 be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

7 50. Defendant has represented and continues to represent to the public, including
8 Plaintiff Rusow and members of the California Class, through its deceptive labeling, that the
9 Products are able to remove chlorine from their shower water. Because Defendant has
10 disseminated misleading information regarding the Products, and Defendant knows, knew, or
11 should have known through the exercise of reasonable care that the representations were and
12 continue to be misleading, Defendant has violated the FAL.

13 51. As a result of Defendant’s false advertising, Defendant has and continues to
14 unlawfully obtain money from Plaintiff Rusow and members of the California Class. Plaintiff
15 Rusow requests that this Court cause Defendant to restore this fraudulently obtained money to her
16 and members of the proposed California Class, to disgorge the profits Defendant made on these
17 transactions, and to enjoin Defendant from violating the FAL or violating it in the same fashion in
18 the future as discussed herein. Otherwise, Plaintiff Rusow and members of the California Class
19 may be irreparably harmed and/or denied an effective and complete remedy if such an order is not
20 granted.

21 **THIRD CLAIM FOR RELIEF**
22 **Violation of California’s Unfair Competition Law (“UCL”),**
23 **California Business & Professions Code § 17200, *et seq.***
(for the California Class)

24 52. Plaintiff Rusow repeats the allegations contained in paragraphs 1-35 above as if
25 fully set forth herein.

26 53. Plaintiff Rusow brings this claim individually and on behalf of the members of the
27 proposed California Class against Defendant pursuant to California Business & Professions Code
28 § 17200 (“UCL”).

1 54. The UCL, Cal. Bus. & Prof Code § 17200, provides, in pertinent part, that “unfair
2 competition shall mean and include unlawful, unfair or fraudulent business practices and unfair,
3 deceptive, untrue or misleading advertising . . .”

4 55. Under the UCL, a business act or practice is “unlawful” if it violates any
5 established state or federal law. Defendant’s false and misleading advertising of the Products was
6 and continues to be “unlawful” because it violates the CLRA, the FAL, and other applicable laws
7 as described herein. As a result of Defendant’s unlawful business acts and practices, Defendant
8 has unlawfully obtained money from Plaintiff Rusow and members of the proposed California
9 Class.

10 56. Under the UCL, a business act or practice is “unfair” if the defendant’s conduct is
11 substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive,
12 and unscrupulous, as the benefits for committing such acts or practices are outweighed by the
13 gravity of the harm to the alleged victims. Defendant’s conduct was and continues to be of no
14 benefit to purchasers of the Products, as it is misleading, unfair, unlawful, and is injurious to
15 consumers who rely on the Product’s labeling. Deceiving consumers as to the efficacy of the
16 Products is of no benefit to consumers. Therefore, Defendant’s conduct was and continues to be
17 “unfair.” As a result of Defendant’s unfair business acts and practices, Defendant has and
18 continues to unfairly obtain money from Plaintiff Rusow and members of the proposed California
19 Class.

20 57. Under the UCL, a business act or practice is “fraudulent” if it actually deceives or
21 is likely to deceive members of the consuming public. Defendant’s conduct here was and
22 continues to be fraudulent because it has the effect of deceiving consumers into believing that the
23 Products are able to eliminate or remove chlorine from their shower water. Because Defendant
24 misled Plaintiff Rusow and members of the proposed California Class, Defendant’s conduct was
25 “fraudulent.” As a result of Defendant’s fraudulent business acts and practices, Defendant has and
26 continues to fraudulently obtain money from Plaintiff Rusow and members of the proposed
27 California Class.

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1 58. Plaintiff Rusow requests that this Court cause Defendant to restore this unlawfully,
2 unfairly, and fraudulently obtained money to her, and members of the proposed California Class,
3 to disgorge the profits Defendant made on these transactions, and to enjoin Defendant from
4 violating the UCL or violating it in the same fashion in the future as discussed herein. Otherwise,
5 Plaintiff Rusow and members of the proposed California Class, may be irreparably harmed and/or
6 denied an effective and complete remedy if such an order is not granted.

7
8 **FOURTH CLAIM FOR RELIEF**
9 **Breach of Express Warranty**
10 **Cal. Com. Code § 2313**
11 ***(for the California Class)***

12 59. Plaintiff Rusow repeats the allegations contained in paragraphs 1-35 above as if
13 fully set forth herein.

14 60. Plaintiff Rusow brings this claim individually and on behalf of the members of the
15 proposed California Class against Defendant for breach of express warranty under Cal. Com. Code
16 § 2313.

17 61. California’s express warranty statute provides that: “(a) Any affirmation of fact or
18 promise made by the seller to the buyer which relates to the goods and becomes part of the basis
19 of the bargain creates an express warranty that the goods shall conform to the affirmation or
20 promise,” and “(b) Any description of the goods which is made part of the basis of the bargain
21 creates an express warranty that the goods shall conform to the description.” *See* Cal. Com. Code
22 § 2313.

23 62. Defendant has expressly warranted on the Product’s advertising that it is capable of
24 removing chlorine from shower water. However, as alleged herein, this express representation is
25 patently false, as the Products do not eliminate, or remove, chlorine from shower water.

26 63. These representations about the Products: (a) are affirmations of fact or promises
27 made by Defendant to consumers; (b) became part of the basis of the bargain to purchase the
28 Products when Plaintiff Rusow and other consumers relied on the representations; and (c) created
an express warranty that the Products would conform to the affirmations of fact or promises. In the
alternative, the representations about the Products are descriptions of goods which were made as

1 part of the basis of the bargain to purchase the Products, and which created an express warranty
2 that the Products would conform to the product description.

3 64. Plaintiff Rusow and members of the California Class reasonably and justifiably
4 relied on the foregoing express warranties, believing that the Products did in fact conform to those
5 warranties.

6 65. Defendant has breached the express warranties made to Plaintiff Rusow and
7 members of the California Class by failing to manufacture the Products with the ability to remove
8 chlorine as represented on the advertising and marketing of the Products.

9 66. Plaintiff Rusow and members of the California Class paid a premium price for the
10 Products but did not obtain the full value of the Products as represented. If Plaintiff Rusow and
11 members of the California Class had known of the true nature of the Products, they would not
12 have been willing to pay the premium price associated with the Products.

13 67. As a result, Plaintiff Rusow and members of the California Class suffered injury
14 and deserve to recover all damages afforded under the law.

15
16 **FIFTH CLAIM FOR RELIEF**
17 **Breach of Implied Warranty**
18 **Cal. Com. Code § 2314**
19 ***(for the California Class)***

20 68. Plaintiff Rusow repeats the allegations contained in paragraphs 1-35 above as if
21 fully set forth herein.

22 69. Plaintiff Rusow brings this claim individually and on behalf of the members of the
23 proposed California Class against Defendant for breach of implied warranty under Cal. Com.
24 Code § 2314.

25 70. California’s implied warranty of merchantability statute provides that “a warranty
26 that the goods shall be merchantable is implied in a contract for their sale if the seller is a
27 merchant with respect to goods of that kind.” *See* Cal. Com. Code § 2314(1).

28 71. California’s implied warranty of merchantability statute also provides that “[g]oods
to be merchantable must be at least such as . . . (f) [c]onform to the promises or affirmations of

1 fact made on the container or label if any.” Cal. Com. Code § 2314(2)(f).

2 72. Defendant is a merchant with respect to the sale of Products. Therefore, a warranty
3 of merchantability is implied in every contract for sale of the Products to California consumers.

4 73. By advertising the Products with its current marketing, Defendant made a promise
5 on the label that the Products are capable of removing chlorine from shower water. But the
6 Products have not “conformed to the promises...made on the container or label” because they do
7 not remove, or eliminate, chlorine from shower water. Plaintiff Rusow, as well as California
8 consumers, did not receive the goods as impliedly warranted by Defendant to be merchantable.
9 Therefore, the Products are not merchantable under California law and Defendant has breached its
10 implied warranty of merchantability in regard to the Products.

11 74. If Plaintiff Rusow and members of the California Class had known that the
12 Products were not capable of removing or eliminating chlorine from their shower water, they
13 would not have been willing to pay the premium price associated with it. Therefore, as a direct
14 and/or indirect result of Defendant’s breach, Plaintiff Rusow and members of the California Class
15 have suffered injury and deserve to recover all damages afforded under the law.

16 **SIXTH CLAIM FOR RELIEF**

17 **Violation of New York General Business Law § 349**

18 ***(On Behalf of the New York Class)***

19 75. Plaintiff Williams repeats and realleges Paragraphs 1-35 as if fully set forth herein.

20 76. New York General Business Law (“GBL”) § 349 prohibits “[d]eceptive acts or
21 practices in the conduct of any business, trade, or commerce or in the furnishing of any service in
22 this state.”

23 77. Defendant’s conduct alleged herein constitutes recurring, “unlawful” deceptive acts
24 and practices in violation of GBL § 349, and as such, Plaintiff Williams and the New York Class
25 seek monetary damages against Defendants.

26 78. Defendant misleadingly, inaccurately, and deceptively advertises and markets the
27 Products to consumers.

28

1 79. Defendant’s improper consumer-oriented conduct—including labeling and
2 advertising the Products as being able to “remove chlorine”—is misleading in a material way in
3 that it, *inter alia*, induced Plaintiff Williams and New York Class Members to purchase and pay a
4 premium for Defendant’s Products when they otherwise would not have. Defendant made its
5 misleading statements and representations willfully, wantonly, and with reckless disregard for the
6 truth.

7 80. Plaintiff Williams and the New York Class have been injured inasmuch as they
8 paid a premium for Products that did not—contrary to Defendant’s representations—remove
9 chlorine from their shower water. Accordingly, Plaintiff Williams and the New York Class
10 Members received less than what they bargained and/or paid for.

11 81. Defendant’s deceptive and misleading practices constitute a deceptive act and
12 practice in the conduct of business in violation of New York General Business Law §349(a) and
13 Plaintiff Williams and the New York Class have been damaged thereby.

14 82. As a result of Defendant’s “unlawful” deceptive acts and practices, Plaintiff
15 Williams and the New York Class are entitled to monetary, compensatory, statutory, treble and
16 punitive damages, restitution and disgorgement of all moneys obtained by means of Defendant’s
17 unlawful conduct, interest, and attorneys’ fees and costs.

18 **SEVENTH CLAIM FOR RELIEF**
19 **Violation of New York General Business Law § 350**
20 ***(On Behalf of the New York Class)***

21 83. Plaintiff Williams repeats and realleges Paragraphs 1-35 as if fully set forth herein.

22 84. New York General Business Law § 350 provides, in part, as follows: “False
23 advertising in the conduct of any business, trade or commerce or in the furnishing of any service in
24 this state is hereby declared unlawful.”

25 85. GBL § 350-a(1) provides, in part, as follows:

26 The term “false advertising” means advertising, including labeling,
27 of a commodity, or of the kind, character, terms or conditions of any
28 employment opportunity if such advertising is misleading in a

1 material respect. In determining whether any advertising is
2 misleading, there shall be taken into account (among other things)
3 not only representations made by statement, word, design, device,
4 sound or any combination thereof, but also the extent to which the
5 advertising fails to reveal facts material in the light of such
6 representations with respect to the commodity or employment to
7 which the advertising relates under the conditions prescribed in said
8 advertisement, or under such conditions as are customary or usual.
9 ...

10 86. Defendant’s advertising of the Products as being able to “remove chlorine” is a
11 materially misleading representation inasmuch as the Products are not able to remove or eliminate
12 chlorine from shower water, which affects consumers’ decisions to purchase the Products.

13 87. Plaintiff Williams and the New York Class have been injured inasmuch as they
14 paid a premium for Products that do not—contrary to Defendants’ representations—remove, or
15 eliminate, chlorine from shower water. Accordingly, Plaintiff Williams and the New York Class
16 Members received less than what they bargained and/or paid for.

17 88. Defendant’s material misrepresentations were substantially uniform in content,
18 presentation, and impact upon consumers at large. Moreover, all consumers purchasing the
19 Products were and continue to be exposed to Defendant’s material misrepresentations.

20 89. Defendant’s labeling of the Products induced Plaintiff Williams and the New York
21 Class to buy Defendant’s Products.

22 90. Defendant made the representation that the Products “remove chlorine” willfully,
23 wantonly, and with reckless disregard for the truth.

24 91. As a result of Defendant’s deceptive acts and practices, Plaintiff Williams and New
25 York Class are entitled to monetary, compensatory, statutory, treble and punitive damages,
26 restitution and disgorgement of all money obtained by means of Defendant’s unlawful conduct,
27 interest, and attorneys’ fees and costs.

28

EIGHTH CLAIM FOR RELIEF

Violations of Breach of Express Warranty (N.Y. U.C.C. § 2-313)

(On behalf of the New York Class)

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4 92. Plaintiff Williams repeats and realleges Paragraphs 1-35 as if fully set forth herein.

5 93. Plaintiff Williams brings this claim on behalf of herself and the New York Class
6 for breach of express warranty under N.Y. U.C.C. § 2-313.

7 94. Plaintiff Williams and members of the New York Class formed a contract with
8 Defendant at the time they purchased the Products. As part of that contract, Defendant represented
9 the Products are capable of being able to “remove chlorine.”

10 95. This representation constitutes an express warranty and become part of the basis of
11 the bargain between Plaintiff Williams and members of the New York Class, on the one hand, and
12 Defendant, on the other.

13 96. Defendant made the representation to induce Plaintiff Williams and members of the
14 New York Class to purchase the Products, and Plaintiff Williams and the New York Class relied
15 on the representation in purchasing the Products.

16 97. All conditions precedent to Defendant’s liability under the above-referenced
17 contract have been performed by Plaintiff Williams and the New York Class.

18 98. Express warranties by a seller of consumer goods are created when an affirmation
19 of fact or promise is made by the seller to the buyer, which relates to the goods and becomes the
20 basis of the bargain. Such warranties can also be created based upon descriptions of the goods
21 which are made as part of the basis of the bargain that the goods shall conform to the description.

22 99. Defendant breached the express warranties about the Products because, as alleged
23 above, the Products do not remove or eliminate chlorine from shower water.

24 100. As a result of Defendant’s breaches of express warranty, Plaintiff Williams and the
25 New York Class members were damaged in the amount of the premium price they paid for the
26 Products, in amounts to be proven at trial.
27
28

1 101. In February 2026, Plaintiff Williams discovered this breach. On February 23, 2026,
2 Plaintiff Williams, on behalf of herself and others similarly situated, sent a notice and demand
3 letter to Defendant providing notice of its breach.

4 **NINTH CLAIM FOR RELIEF**
5 **Quasi Contract/Unjust Enrichment/Restitution**
6 ***(for all Classes)***

7 102. Plaintiffs repeat the allegations contained in paragraphs 1-35 above as if fully set
8 forth herein.

9 103. Plaintiffs bring this claim individually and on behalf of the Classes against
10 Defendant.

11 104. As alleged herein, Defendant has intentionally and recklessly made misleading
12 representations to Plaintiffs and the Classes to induce them to purchase the Products. Plaintiffs and
13 the Classes have reasonably relied on the misleading representations and have not received all of
14 the benefits promised by Defendant, and therefore have been induced by Defendant's misleading
15 and deceptive representations about the Products and paid more money to Defendant for the
16 Products than they otherwise would and/or should have paid.

17 105. Plaintiffs and members of the Classes have conferred a benefit upon Defendant, as
18 Defendant has retained monies paid to it by Plaintiffs and members of the Classes.

19 106. The monies received were obtained under circumstances that were at the expense of
20 Plaintiffs and members of the Classes—i.e., Plaintiffs and members of the Classes did not receive
21 the full value of the benefit conferred upon Defendant.

22 107. Therefore, it is inequitable and unjust for Defendant to retain the profit, benefit, or
23 compensation conferred upon it.

24 108. As a direct and proximate result of Defendant's unjust enrichment, Plaintiffs and
25 members of the Classes are entitled to restitution, disgorgement, and/or the imposition of a
26 constructive trust upon all profits, benefits, and other compensation obtained by Defendant from
27 its deceptive, misleading, and unlawful conduct as alleged herein.
28

PRAYER FOR RELIEF

1
2 **WHEREFORE**, Plaintiffs, individually and on behalf of the Classes, respectfully pray for
3 the following relief:

4 A. Certification of this case as a class action on behalf of the Classes defined above,
5 appointment of Plaintiffs as Class representatives, and appointment of their counsel as Class
6 counsel;

7 B. A declaration that Defendant’s actions, as described herein, violate the claims
8 described herein;

9 C. An award of injunctive and other equitable relief as is necessary to protect the
10 interests of Plaintiffs and the Classes, including, *inter alia*, an order prohibiting Defendant from
11 engaging in the unlawful acts described above;

12 D. An award to Plaintiffs and the proposed Classes of restitution and/or other
13 equitable relief, including, without limitation, restitutionary disgorgement of all profits and unjust
14 enrichment that Defendant obtained from Plaintiffs and the proposed Classes as a result of its
15 unlawful, unfair and fraudulent business practices described herein;

16 E. An award of all economic, monetary, actual, consequential, statutory,
17 compensatory, and treble damages caused by Defendant’s conduct;

18 F. An award of punitive damages;

19 G. An award to Plaintiffs and their counsel of their reasonable expenses and attorneys’
20 fees;

21 H. An award to Plaintiffs and the proposed Classes of pre and post-judgment interest,
22 to the extent allowable; and

23 I. For such further relief that the Court may deem just and proper.
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DEMAND FOR JURY TRIAL

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Plaintiffs, on behalf of themselves and the Classes, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: March 19, 2026

ABIRI LAW, PC

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*Attorneys for Plaintiffs and the
Putative Classes*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Claims Jolie Filtered Showerheads Leave 'Substantial' Amount of Chlorine In Water](#)
