

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

FILED
5/5/2025 11:55 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025CH04963
Calendar, 11
32563866

CHRISTINE SLOWINSKI, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

BEIERSDORF, INC.,

Defendant.

Case No. 2025CH04963

CLASS ACTION
COMPLAINT

JURY DEMANDED

Now comes the Plaintiff, Christine Slowinski ("Plaintiff"), individually and on behalf of all others similarly situated, by and through her attorneys, and for her Class Action Complaint against the Defendant, BEIERSDORF, INC., ("Defendant"), Plaintiff alleges and states as follows:

PRELIMINARY STATEMENT

1. This is an action for damages, injunctive relief, and any other available legal or equitable remedies, for violations of Illinois Consumer Fraud and Deceptive Businesses Practices Act ("ILCFA"), 815 ILCS 505/1 *et seq.*, common law fraud, and unjust enrichment, resulting from the illegal actions of Defendant, in intentionally labeling its lotions as "Natural Moisturizing Factors Enriched" when the products contain synthetically produced moisturizing factors. Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by her attorneys.

PARTIES

2. Plaintiff is an individual who was at all relevant times residing in Schaumburg, Illinois.

3. Defendant is a Delaware corporation, whose principal place of business is located in Hamburg, Germany.

4. At all times relevant hereto, Defendant was engaged in the marketing and sale of lotion.

FACTS COMMON TO ALL COUNTS

5. Defendant advertises, markets, sells, and distributes lotion throughout Illinois and the United States.

6. During the Class Period Defendant sold the following Eucerin Lotion (the “Products”) labeled, marketed, and advertised as Natural Moisturizing Factors Enriched, but which contained synthetic lactic acid:

- a. Intensive Repair Lotion;
- b. Advanced Repair Cream;
- c. Advanced Repair Lotion;

7. At the time Plaintiff purchased her Product she read Defendant’s labeling claiming the Product contained “Natural Moisturizing Factors”, which led her to believe the Product would contain natural moisturizing factors instead of synthetic moisturizing factors.

8. Plaintiff, and reasonable consumers, understand the term “natural” based on common parlance, such that the term natural means as found in nature and not involving anything made or done by people.¹

9. On July 7, 2024, Plaintiff purchased a Product from a Target in Schaumburg, Illinois.

10. Defendant uses manufactured, artificial lactic acid in the Products.

11. Manufactured lactic acid is produced through genetically engineered bacterial fermentation and acid base synthesis. Genetically engineered bacteria are fed a carbohydrate feedstock like glucose or sucrose and excrete lactic acid as a part of their biological metabolic process.² Lactic acid is then collected and refined by removing dead bacteria cells through Rotary Drum Vacuum Filter.³ Lactic acid is then purified and extracted by adding a calcium salt like calcium carbonate CaCO_3 (lime, chalk) to cause a spontaneous synthetic acid-base reaction between the calcium carbonate and the lactic acid.⁴ The result of that synthetic reaction is the salt calcium lactate. To purify and successfully convert the calcium lactate to lactic acid an additional industrial chemical, sulfuric acid is added to produce lactic acid and calcium sulfate (gypsum) the gypsum is then collected, and the lactic acid can then be further purified with organic solvents.⁵

¹ Definition reflecting common parlance found at: <https://dictionary.cambridge.org/us/dictionary/english/natural>

² Brin, *Biochem. Prepn.*, 3, 61 (1953).

³ G.K. Chotani et al., in *Handbook of Indus. Chem. & Biotech.*, 1495 (J.A. Kent et al. eds., Springer 2017).

⁴ G.K. Chotani et al., in *Handbook of Indus. Chem. & Biotech.*, 1495 (J.A. Kent et al. eds., Springer 2017); A.O. Ojo & O. de Smidt, *Processes*, 11, 688 (2023).

⁵ *Id.*

12. The advanced repair lotion and cream both contain sodium PCA. Sodium PCA is synthesized from L-glutamic acid through a two-step chemical process cyclization to form pyrrolidone carboxylic acid and subsequent neutralization with sodium hydroxide.⁶

13. The advanced repair lotion and cream both contain arginine HCL. Arginine HCL is produced through fermentation to create L-arginine. L-arginine is then purified and reacted with hydrochloric acid to form arginine HCL.

14. The advanced repair cream contains glycine. Glycine is produced through the synthetic reaction of chloroacetic acid and ammonia.⁷

15. The intensive repair lotion contains ozokerite. Ozokerite is either produced through mining natural deposits and heavy chemical refinement of the mined material, or it is synthesized from petroleum-based materials.⁸ Irrespective of the method of production, industrially produced ozokerite is not natural.

16. Persons, like Plaintiff herein, have an interest in purchasing products that do not contain false and misleading claims with regards to the identity of the Products.

17. By making false and misleading claims about the identity of its Products, Defendant impaired Plaintiff's ability to choose the type and quality of products she chose to buy.

⁶ Fiume, M. M.; Bergfeld, W. F.; Belsito, D. V.; Hill, R. A.; Klaassen, C. D.; Liebler, D. C.; Marks, J. G.; Shank, R. C.; Slaga, T. J.; Snyder, P. W.; Gill, L. J.; Heldreth, B. Safety Assessment of PCA (2-Pyrrolidone-5-Carboxylic Acid) and Its Salts as Used in Cosmetics. *Int J Toxicol* **2019**, *38* (2_suppl), 5S-11S. <https://doi.org/10.1177/1091581819856568>

⁷ Burnett, C. L.; Heldreth, B.; Bergfeld, W. F.; Belsito, D. V.; Hill, R. A.; Klaassen, C. D.; Liebler, D. C.; Marks, J. G.; Shank, R. C.; Slaga, T. J.; Snyder, P. W.; Andersen, F. A. Safety Assessment of α -Amino Acids as Used in Cosmetics. *Int J Toxicol* **2013**, *32*, 41S-64S. <https://doi.org/10.1177/1091581813507090>

⁸ Final Report on The Safety Assessment of Fossil and Synthetic Waxes. *J Am Coll Toxicol* **1984**, *3*

18. Therefore, Plaintiff has been deprived of her legally protected interest to obtain true and accurate information about her consumer products as required by law.

19. The following are examples of Defendant's fraudulent labeling:

**Alpha Hydroxy & Natural
Moisturizing Factors Enriched**



20. As a result of Defendant's fraudulent labeling, Plaintiff and the Class have been misled into purchasing Products that did not provide them with the benefit of the bargain they paid money for, namely that the Products were "Natural Moisturizing Factors Enriched" and contained entirely natural moisturizers rather than synthetic moisturizers.

21. As a result of Defendant's fraudulent labeling, Plaintiff and the Class paid a price premium for natural moisturizers, but instead received non-premium synthetic moisturizer.

22. Plaintiff and the Class purchased Defendant's Products because Defendant's advertising claimed that the Products were "Natural Moisturizing Factor Enriched".

23. Plaintiff would not have been able to understand that the Product she purchased contained primarily synthetic moisturizers without advanced chemical knowledge and investigation.

24. Furthermore, due to Defendant's intentional, deceitful practice of falsely labeling the Products as "Natural Moisturizing Factor Enriched" when they are not, Plaintiff could not have known that the Products primarily contain synthetic moisturizers.

25. Plaintiff was unaware that the Product contained primarily synthetic moisturizers when she purchased it.

26. Plaintiff and the Class were deceived into paying money for Products that did not provide them with the benefit of the bargain they paid Defendant money for, namely that the Products would be "Natural Moisturizing Factors Enriched" rather than primarily synthetic moisturizer.

27. Defendant, and not Plaintiff, the Class, or Sub-Class, knew or should have known that labeling, marketing, and selling the Products as "Natural Moisturizing Factors Enriched" was false, deceptive, and misleading, and that Plaintiff, the Class, and Sub-Class members would not be able to tell the Products they purchased were primarily synthetic moisturizers unless Defendant expressly told them.

28. As a result of Defendant's acts and omissions outlined above, Plaintiff has suffered concrete and particularized injuries and harm, which include, but are not limited to, the following:

- a. Lost money;
- b. Wasting Plaintiff's time; and
- c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of confidence in product labeling.

CLASS ALLEGATIONS

29. Plaintiff brings this action on behalf of herself and all others similarly situated, as a member of the proposed class (the “Class”), defined as follows:

All persons within the United States who purchased the Products within five years prior to the filing of the Complaint through the date of class certification.

30. Plaintiff also brings this action on behalf of himself and all others similarly situated, as a member of the proposed sub-class (the “Sub-Class”), defined as follows

All persons within the State of Illinois who purchased the Products within five years prior to the filing of the Complaint through the date of class certification.

31. The Class and the Sub-Class satisfy all of the requirements of the Illinois Code of Civil Procedure for maintaining a class action, specifically:

- a. Upon information and belief, the Class and the Sub-Class are so numerous that joinder of all members is impracticable. On information and belief there are hundreds, if not thousands of individuals in the United States and the State of Illinois who purchased the products within the applicable statute of limitations period.
- b. There are questions of fact and/or law which are common to the Class and the Sub-Class, and which predominate over questions affecting any individual Class or Sub-Class members. These common questions of fact and law include, but are not limited to:
 - i. Whether Defendant disseminated false and misleading information by claiming the Products were “Natural Moisturizing Factors

- Enriched” when they contain primarily synthetically produced moisturizing factors;
- ii. Whether the Class and Sub-Class members were informed that the Products contain synthetically produced moisturizing factors;
- iii. Whether the Products contain synthetically produced moisturizing factors;
- iv. Whether Defendant’s conduct was unfair and deceptive;
- v. Whether Defendant unjustly enriched itself as a result of the unlawful conduct alleged above;
- vii. Whether there should be a tolling of the statute of limitations; and
- viii. Whether the Class and Sub-Class members are entitled to restitution, actual damages, punitive damages, and attorneys’ fees and costs.
- c. Plaintiff’s claims are typical of the Class and the Sub-Class, which all arise from the same operative set of facts and are based on the same legal theories
- d. Plaintiff has no interests adverse or antagonistic to the interests of the other members of the Class and the Sub-Class.
- e. Plaintiff will fairly and adequately protect the interests of the Class and the Sub-Class and Plaintiff has retained experienced and competent attorneys to represent the Class and the Sub-Class.
- f. This class action is a fair and efficient adjudication of the controversy alleged herein. Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action.

- g. This class action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender. This class action will also permit the adjudication of relatively small claims by many Class and Sub-Class members who would not otherwise be able to afford to seek legal redress for the wrongs complained of herein. Absent a class action, Class and Sub-Class members will continue to suffer losses of legally protected rights, as well as monetary damages. If Defendants' conduct is allowed proceed to without remedy, Defendants will continue to benefit financially from such conduct.
- h. Defendants have acted on grounds generally applicable to the entire Class and Sub-Class, thereby making it appropriate for the Court to order final monetary, injunctive, and declaratory relief with respect to the Class and the Sub-Class as a whole.

32. Defendant, its employees and agents are excluded from the Class and Sub-Class. Plaintiff does not know the number of members in the Class and Sub-Class, but believes the members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

33. The size and definition of the Class and Sub-Class can be identified by Defendant's own records.

///

///

///

COUNT I
VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, et seq.

34. Plaintiff incorporates all of the allegations and statements made in Paragraphs 1 through 33 above as if fully reiterated herein.

35. Plaintiff is a “person” as defined in 815 ILCS 505/1(c), as she is a natural person.

36. Defendant is a “person” as defined in 815 ILCS 505/1(c), as it is a company and a business entity and/or association.

37. 815 ILCS 505/2 states:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

38. Through its representation that the Products were “Natural Moisturizing Factors Enriched”, Defendant made false promises, misrepresentations, concealments, suppressions, and omissions of material facts, with the intent that Plaintiff rely upon said false promises, misrepresentations, concealments, suppressions, and omissions of material facts.

39. 815 ILCS 505/10a states:

(a) Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper...

(c) [T]he Court may grant injunctive relief where appropriate and may award, in addition to the relief provided in this Section, reasonable attorney’s fees and costs to the prevailing party.

40. In taking the actions and omissions set forth above, and making the false promises, misrepresentations, concealments, suppressions, and omissions of material facts set forth above, Defendant violated the Illinois Consumer Fraud and Deceptive Business Practices Act, including, but not limited to, 815 ILCS 505/2.

41. Defendant failed to comply with the requirements of the ILCFA, including, but not limited to, 815 ILCS 505/2 as to the Class and Sub-Class members with respect to the above-alleged transactions

42. By reason thereof, Plaintiff is entitled to a judgment against Defendant, declaring that Defendant's conduct violated 815 ILCS 505/2, enjoining Defendant from engaging in similar conduct in the future, and awarding actual damages, punitive damages, injunctive relief, costs, and attorneys' fees.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for a judgment against Defendant as follows:

- a. An order certifying the Class and the Sub-Class and appointing Plaintiff as Representative of the Class and the Sub-Class;
- b. An order certifying the undersigned counsel as the Class and Sub-Class Counsel;
- c. An order requiring Defendant, at its own cost, to notify all members of the Class and the Sub-Class of the unlawful, unfair, deceptive, and unconscionable conduct herein;
- d. Judgment against Defendant in an amount to be determined at trial;
- e. An order for injunctive relief prohibiting such conduct by Defendant in the future;

- f. Judgment against Defendant for Plaintiff's attorneys' fees, court costs, and other litigation costs; and

Any other relief deemed just and proper by this Court.

COUNT II
COMMON LAW FRAUD

43. Plaintiff incorporates all of the allegations and statements made in Paragraphs 1 through 33 above as if fully reiterated herein.

44. Through its false statements that the Products were "Natural Moisturizing Factors Enriched", Defendant made false statements of material fact.

45. At the time Defendant made its statements to Plaintiff that the Products were "Natural Moisturizing Factors Enriched", it knew, or reasonably should have known, that the statements described above were false.

46. At the time Defendant made the statements to Plaintiff, Defendant intended to induce Plaintiff to purchase the Products.

47. Plaintiff relied upon the truth of the statements described above and purchased the Products, only to find that the Product she purchased was not "Natural Moisturizing Factors Enriched",.

48. As a result of their reasonable reliance upon Defendant's false statements of material fact as set forth above, Plaintiff and other members of the Class and Sub-Class have suffered concrete and particularized injuries, harm, and damages which include, but are not limited to, the loss of money spent on products they did not want to buy, and stress, aggravation, frustration, inconvenience, emotional distress, mental anguish, and similar categories of damages.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for a judgment against Defendant as follows:

- a. An order certifying the Class and the Sub-Class and appointing Plaintiff as Representative of the Class and the Sub-Class;
- b. An order certifying the undersigned counsel as the Class and Sub-Class Counsel;
- c. An order requiring Defendant, at its own cost, to notify all members of the Class and the Sub-Class of the unlawful, unfair, deceptive, and unconscionable conduct herein;
- d. Judgment against Defendant in an amount to be determined at trial;
- e. An order for injunctive relief prohibiting such conduct by Defendant in the future;
- f. Judgment against Defendant for Plaintiff's attorneys' fees, court costs, and other litigation costs; and

Any other relief deemed just and proper by this Court.

COUNT III
UNJUST ENRICHMENT

49. Plaintiff incorporates all of the allegations and statements made in Paragraphs 1 through 33 above as if fully reiterated herein.

50. Plaintiff conferred monetary benefits to Defendant by purchasing the Products.

51. Defendant has been unjustly enriched by retaining the revenues derived from Plaintiff's purchase of the Products based on the false statements that the Products were "Natural Moisturizing Factors Enriched",.

52. Defendant's retention of the revenue it received from Plaintiff, and the Class and Sub-Class members, is unjust and inequitable because Defendant's false statements caused injuries

to Plaintiff, and the Class and Sub-Class members, as they would not have purchased the Products, or would not have paid a premium price, if they knew the Products were not “Natural Moisturizing Factors Enriched”,.

53. Defendant’s unjust retention of the benefits conferred on it by Plaintiff, and the Class and Sub-Class members, entitles Plaintiff, and the Class and Sub-Class members, to restitution of the money they paid to Defendant for the Products.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for a judgment against Defendant as follows:

- a. An order certifying the Class and the Sub-Class and appointing Plaintiff as Representative of the Class and the Sub-Class;
- b. An order certifying the undersigned counsel as the Class and Sub-Class Counsel;
- c. An order requiring Defendant, at its own cost, to notify all members of the Class and the Sub-Class of the unlawful, unfair, deceptive, and unconscionable conduct herein;
- d. Judgment against Defendant in an amount to be determined at trial;
- e. An order for injunctive relief prohibiting such conduct by Defendant in the future;
- f. Judgment against Defendant for Plaintiff’s attorneys’ fees, court costs, and other litigation costs; and


g. Any other relief deemed just and proper by this Court.

JURY DEMAND

Plaintiff demands a trial by jury on all issues in this action so triable, except for any issues relating to the amount of attorneys' fees and costs to be awarded should Plaintiff prevail on any of her claims in this action.

RESPECTFULLY SUBMITTED,

CHRISTINE SLOWINSKI



Attorney for Plaintiff
Illinois Attorney No. 6276496
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, CA 91364
Phone: (323) 306-4234
Fax: (866) 633-0228
tfriedman@toddfllaw.com



Steve G. Perry
Attorney for Plaintiff
Cook County Attorney No. 63294
Illinois Attorney No. 6330283
Law Offices of Todd M. Friedman, P.C.
707 Skokie Blvd., Suite 600
Northbrook, IL 60062
Phone: (224) 218-0875
Fax: (866) 633-0228
Steven.perry@toddfllaw.com