

1 Annick M. Persinger (State Bar No. 272996)  
2 **TYCKO & ZAVAREEI LLP**  
3 1970 Broadway, Ste 1070  
4 Oakland, CA 94612  
5 (510) 254-6808  
6 *apersinger@tzlegal.com*

7 Scott Edelsberg (State Bar No. 330990)  
8 **EDELSBERG LAW, P.A.**  
9 1925 Century Park E #1700  
10 Los Angeles, CA 90067  
11 (310) 438-5355  
12 *scott@edelsberglaw.com*

13 *Attorneys for Plaintiff*

14 **IN THE UNITED STATES DISTRICT COURT**  
15 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

16 ALEXANDRA MANDEL, on behalf of  
17 herself and all others similarly situated,

18 Plaintiff,

19 v.

20 GRANDE COSMETICS, LLC,

21 Defendant.

Case No. 4:22-cv-00071

**CLASS ACTION COMPLAINT**

(JURY TRIAL DEMANDED)

22  
23  
24  
25  
26  
27  
28

**CLASS ACTION COMPLAINT**

1  
2 Plaintiff Alexandra Mandel brings this action on behalf of herself and all others similarly  
3 situated against Grande Cosmetics, LLC (“Grande Cosmetics”). Ms. Mandel alleges as follows  
4 upon personal knowledge as to herself and her own acts and experiences and, as to all other matters,  
5 upon information and belief.

**I. NATURE OF ACTION**

7 1. Defendant Grande Cosmetics, an American manufacturer specializing in beauty  
8 products, sells GrandeLASH-MD Lash Enhancing Serum, GrandeBROW Brow Enhancing Serum,  
9 and GrandeHAIR Enhancement Serum (hereafter, the “Enhancement Serums” or “Products”)  
10 without a prescription. Grande deceptively sells the Enhancement Serums as cosmetics, or  
11 “serums,” with no identified active drug ingredient, and no warning of serious side effects.  
12 However, the Enhancement Serums contain the active ingredient isopropyl cloprostenate (“ICP”),  
13 which is in the same class of compounds as the active ingredient found in prescription drugs that  
14 grows eyelashes, like Latisse—which the FDA has approved for use only under the supervision of  
15 a physician due to the possible adverse effects associated with its active ingredient. The Food and  
16 Drug Administration (“FDA”) has warned manufactures that ICP is associated with potential serious  
17 side effects like iris discoloration, and has further warned that ICP lash and brow products are not  
18 safe for use except under supervision of a licensed physician.<sup>1</sup>

19 2. Because the Enhancement Serums are drugs within the meaning of Cal. Health &  
20 Safety Code §§ 109875, *et seq.*, Grande Cosmetics was required to seek regulatory approval before  
21 selling the Enhancement Serums to California consumers. Grande Cosmetics sought no such  
22 approval, and instead concocted a scheme to take the Enhancement Serums straight to market by  
23 selling them as cosmetics instead of prescription drugs. Even though the Enhancement Serums are  
24 unapproved drugs that should never have been available for sale to consumers, Grande Cosmetics  
25 unlawfully sold hundreds of thousands of units of the Enhancement Serums to California consumers  
26

---

27  
28 <sup>1</sup> See April 18, 2011 FDA Letter Attached as Exhibit 1

1 at around \$65-\$125 apiece.

2 3. Like many other California consumers, Ms. Mandel purchased the Enhancement  
3 Serums without knowing that they were new drugs with potentially serious side effects not  
4 reasonably expected from a cosmetic—including iris discoloration, the development of growths in  
5 the eye, and the complete loss of eyelashes. To stop Grande Cosmetics’ sale of unapproved drugs  
6 to California residents and to recover monetary relief for similar purchasers, Ms. Mandel brings this  
7 action on behalf of herself and similarly situated purchasers in California based on Grande  
8 Cosmetics’ violation of (1) California’s Unfair Competition Law, Business and Professions Code  
9 §§ 17200, *et seq.*, (2) California’s False Advertising Law, Business and Professions Code §§ 17500,  
10 *et seq.*, and (3) California’s Consumer Legal Remedies Act, Civil Code §§ 1750, *et seq.* (“CLRA”).

## 11 **II. PARTIES**

12 4. Plaintiff Alexandra Mandel is and was at all relevant times a citizen of the State of  
13 California, residing in Alameda County, California. Ms. Mandel purchased and used GrandeLASH-  
14 MD Lash Enhancing Serum for personal, family, or household purposes. Ms. Mandel placed two  
15 orders for GrandeLASH on Amazon in December 2015 and January 2016. Additionally, she  
16 purchased GrandeLASH at Stript Wax Bar in Oakland, California, three times between August 2017  
17 and July 2018.

18 5. Ms. Mandel examined the Enhancement Serums’ packaging, labeling, and other  
19 marketing materials. If Grande Cosmetics had properly disclosed the true facts regarding  
20 GrandeLASH-MD and its ingredients, Ms. Mandel would not have purchased GrandeLASH-MD.  
21 Ms. Mandel reasonably understood the marketing of GrandeLASH-MD to mean or imply that the  
22 sale of GrandeLASH-MD is lawful. Based on the labeling and marketing of GrandeLASH-MD,  
23 Ms. Mandel reasonably believed that she was purchasing products that were legally saleable. Ms.  
24 Mandel would not have purchased GrandeLASH-MD had she known that it was being sold illegally,  
25 contained drug ingredients, and/or contained ingredients known to cause adverse effects.

26 6. Ms. Mandel stopped using GrandeLASH-MD when she developed a growth in her  
27 eye that baffled her doctors who did not know she was using the GrandeLASH-MD and that had to  
28

1 be surgically removed. After learning in January 2022 about the true properties of ICP and of  
2 Defendant’s fraud, Ms. Mandel believes that she developed the growth in her eye due to her use of  
3 GrandeLASH-MD.

4 7. Ms. Mandel would consider purchasing Enhancement Serums in the future if they  
5 were sold under different terms that complied with the law, and/or if she could be assured that they  
6 no longer contained an undisclosed drug ingredient associated with serious undisclosed side effects.

7 8. Defendant Grande Cosmetics, LLC is a cosmetics company headquartered in  
8 Valhalla, New York. Grande Cosmetics markets and sells the Enhancement Serums directly through  
9 its website, as well as through popular retailers.

10 **III. JURISDICTION AND VENUE**

11 9. **Subject Matter Jurisdiction.** This Court has subject matter jurisdiction pursuant to  
12 the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy, exclusive of  
13 costs and interest, exceeds the sum of \$5 million in the aggregate. In total, there are well over 100  
14 members of the proposed Class that are known to exist. Complete diversity exists between at least  
15 one plaintiff—Ms. Mandel, a citizen of California—and one defendant—Defendant Grande  
16 Cosmetics headquartered in, and therefore a citizen of, New York.

17 10. **Personal Jurisdiction.** This Court has personal jurisdiction over Grande Cosmetics  
18 because Grande Cosmetics conducts substantial business in this District and in the State of  
19 California through its sale of products directly to California consumers through its website and also  
20 through its California-based retailers. In addition, Plaintiff and the Classes have suffered injury as  
21 a result of Grande Cosmetics’ acts in this District.

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

24 **IV. ALLEGATIONS COMMON TO ALL CLASS MEMBERS**

25 **A. The Enhancement Serums Are Unapproved Drugs**

26 12. The Enhancement Serums are unapproved new drugs because the overall  
27 circumstances of Grande Cosmetics’ sale of Enhancement Serums demonstrate that Grande  
28

1 Cosmetics’ objective intent in selling the Enhancement Serums was to affect the structure and  
2 function of the body by growing hair.

3 *i. Statutory Framework*

4 13. Grande Cosmetics’ business practices violate the California Health and Safety Code  
5 that prohibits the sale of any new drug or misbranded product absent preapproval. Cal. Health &  
6 Safety Code §§ 111550, 110398, 111440; *see also* 21 U.S.C. § 355(a).

7 14. By violating the Health and Safety Code and federal law, Grande Cosmetics violated  
8 the unlawful prong of the UCL. By selling the Enhancement Serums under the false pretense that  
9 they are cosmetics and by failing to disclose that it is a drug, Grande Cosmetics also violated the  
10 FAL, and the CLRA.

11 15. Any product considered a new drug that is sold without an approved new drug  
12 application (“NDA”) is misbranded for purposes of California Health and Safety Code §§ 110398  
13 and 111440.

14 16. A substance is a drug if it is “intended to affect the structure of any function of the  
15 body of man or other animals.” Cal. Health & Safety Code § 11014; 21 U.S.C. § 321(g).

16 17. Under 21 C.F.R. § 310.527(b), incorporated into California law by California Health  
17 and Safety Code § 110110, any over-the-counter drug purportedly intended to grow hair is a new  
18 drug *per se* for purposes of the FDCA, and thus also for California Health and Safety Code § 111550.

19 18. The Enhancement Serums are also “misbranded” drugs under various provisions of  
20 the Cal. Health & Safety Code, including:

21 (i) under § 111330 because the product labeling is misleading insofar as it fails to disclose  
22 all significant safety concerns and/or fails to disclose that it is a drug, and is a new drug sold without  
23 an approved new drug application;

24 (ii) under § 111335, because the product labeling and packaging do not conform to the  
25 requirements of Chapter 4 (commencing with § 110290);

26 (iii) under § 111355 because the product labeling does not bear the established name and  
27 quantity of each active ingredient;

1 (iv) under § 111360, because Grande Cosmetics fails to include in all advertising materials  
2 a summary of all side effects and contraindications;

3 (v) under § 111375, because the product labeling does not bear adequate warnings as to  
4 unsafe dosages or methods or duration of administration or application; and/or

5 (vi) under § 111400, because it may be dangerous to health when used in the suggested  
6 frequency, duration, or dosage.

7 19. Under the Health & Safety Code, it is unlawful for any person to manufacture, sell,  
8 deliver, hold, or offer for sale any drug that is misbranded, or to misbrand any drug. Cal. Health &  
9 Safety Code §§ 111440, 111445.

10 20. Because the Enhancement Serums are “new drugs” sold without approved new drug  
11 applications, and because they are misbranded drugs, the Enhancement Serums are sold illegally.

12 21. The foregoing misbranding is misleading to reasonable consumers because by failing  
13 to, for example, identify an active ingredient to summarize all side effects deceives consumers into  
14 believing that it is a safe cosmetic with no active drug ingredient associated with serious side effects.

15 22. For example, in a similar context where a manufacturer was making lash and brow  
16 products with ICP the FDA explained that similar “appearance” claims that Grande Cosmetics  
17 makes here were misleading “because their labeling makes misleading statements regarding the  
18 product’s safety and fails to reveal material facts with respect to consequences that may result from  
19 the use of the product.” The FDA went on to warn that ICP lash and brow products “are not safe for  
20 use except under supervision of a practitioner licensed to administer them.”<sup>2</sup>

21 23. The FDA further explained that: ““RapidLash” and “NeuLash” are adulterated  
22 cosmetics under section 601(a) because they bear or contain a deleterious substance that may render  
23 them injurious to users under the conditions of use prescribed in their labeling. **Specifically,**  
24 **“RapidLash” and “NeuLash” contain isopropyl cloprostenate which**, under the conditions of  
25 use prescribed in the labeling, **may cause the following injuries: ocular irritation, hyperemia,**

26  
27  
28 <sup>2</sup> See April 18, 2011 FDA Letter Attached as Exhibit 1

1 **iris color change, macular edema, ocular inflammation, and interference with intraocular**  
2 **pressure reduction therapy.** In addition, as mentioned above, prostaglandin analogs for  
3 ophthalmic use are currently classified as Pregnancy Class C; women of childbearing age are  
4 considered at risk for injury.” (emphasis added).

5 **ii. The presence of ICP along with the marketing of the Enhancement Serums**  
6 **confirm that they are drugs under the Sherman Law.**

7 24. Isopropyl cloprostenate (“ICP”) is a prostaglandin analog that grows hair by  
8 extending the length of the hair cycle.

9 25. If ICP is present in a product and the marketing of the product contains “appearance  
10 claims,” then the product is a drug under the Sherman Law. All of the Enhancement Serums are  
11 drugs because they contain ICP and are marketed with the following “appearance claims.”

- 12 a. GrandeLASH-MD, which is labeled and marketed as a “Lash Enhancing Serum” that  
13 “promote[s] the appearance of naturally longer, thicker looking lashes,” contains  
14 isopropyl cloprostenate.<sup>3</sup>



27  
28 <sup>3</sup> See, e.g., <https://grandecosmetics.com/products/grandelash-md> (last visited August 17, 2021).

1 b. GrandeBROW, which is labeled and marketed as a “Brow Enhancing Serum” that  
2 “promote[s] the appearance of fuller, bolder looking brows in just 6-8 weeks,”  
3 contains isopropyl cloprostenate.<sup>4</sup>  
4  
5



27  
28

---

<sup>4</sup> See, e.g., <https://grandecosmetics.com/products/grandebrow> (last visited August 17, 2021).



1 c. GrandeHAIR, which is labeled and marketed as a “Hair Enhancing Serum” “for fuller  
2 & healthier looking hair,” contains isopropyl cloprostenate.<sup>5</sup>



19 26. The presence of the prostaglandin analog, isopropyl cloprostenate, along with  
20 appearance claims like “enhancing,” “promote the appearance of naturally longer, thicker looking  
21 lashes,” “promote the appearance of fuller, bolder looking brows,” and “for fuller & healthier  
22 looking hair,” indicate that the Enhancement Serums are “intended to affect the structure and  
23 function of the body” and is a drug as defined by section 201(g)(1)(C) of the Act (21 U.S.C. §  
24 321(g)(I)(C)).

25  
26  
27 <sup>5</sup> See, e.g., <https://grandecosmetics.com/products/grandehair-rejuvenation-serum> (last visited Oct.  
28 5, 2021)

1           iii. *Additional circumstances confirm that the Enhancement Serums are drugs*  
2           *because they show that Grande Cosmetics' objective intent in selling the*  
3           *Serums was to grow hair.*

4           27. Although the marketing claims discussed above combined with the presence of ICP  
5 standing alone sufficiently demonstrate that the Enhancement Serums are new drugs, additional  
6 circumstances confirm that it was Grande Cosmetics' objective to sell ICP-containing Serums to  
7 affect hair growth, including the price of the Products, the timeframe for seeing benefits from the  
8 Products, and the actual function of the Products.

9           28. **Price Disparity.** All of the Enhancement Serums retail for a higher price than the  
10 average cosmetic.

- 11           a. GrandeLASH-MD retails for approximately \$65 for a 3-month supply and \$120 for a  
12           6-month supply.<sup>6</sup>
- 13           b. GrandeBROW retails for approximately \$70 for a 4-month supply.<sup>7</sup>
- 14           c. GrandeHAIR retails for approximately \$65 for 20 mL and \$125 for 40 mL.<sup>8</sup>
- 15           d. GrandeMASCARA, on the other hand, retails for approximately \$25.<sup>9</sup>

16           29. **The timeframe for seeing benefits.** Unlike cosmetics such as mascara that provide  
17 instant beautification benefits, the marketing of each of the Enhancement Serums indicates that  
18 those products take weeks if not months to work.

- 19           a. The marketing of GrandeLASH-MD cites to a consumer study where, after 12 weeks,  
20           “94% saw healthier looking lashes,” “91% saw longer looking lashes,” and “97% saw  
21           more visible lashes.” The instructions for “how to use” GrandeLASH-MD state that  
22           “[d]ue to the length of the lash cycle, apply every day for a full 3 months. After desired  
23           improvement is achieved, apply every other day for maintenance.” Additionally, as  
24

---

25 <sup>6</sup> See, e.g., <https://grandecosmetics.com/products/grandelash-md> (last visited Oct. 5, 2021).

26 <sup>7</sup> See, e.g., <https://grandecosmetics.com/products/grandebrow> (last visited Oct. 5, 2021).

27 <sup>8</sup> See, e.g., <https://grandecosmetics.com/products/grandehair-rejuvenation-serum> (last visited Oct.  
28 5, 2021)

<sup>9</sup> See, e.g., <https://grandecosmetics.com/products/grandemascara> (last visited Oct. 5, 2021).

1 shown below, Grande Cosmetics markets GrandeLASH-MD with “before-and-after”  
2 pictures, which indicate noticeable eyelash growth after 12 weeks.<sup>10</sup>



13 \*Based on a 12 week consumer study with 30 subjects. Results will vary.



25 \*Based on a 12 week consumer study with 30 subjects. Results will vary.

26

27

28 <sup>10</sup> See, e.g., <https://grandecosmetics.com/products/grandelash-md> (last visited Oct. 5, 2021).

1           b. The marketing of GrandeBROW states that it “promote[s] the appearance of fuller,  
2           bolder looking brows in just 6-8 weeks, with full improvement in 4 months.”<sup>11</sup> The  
3           marketing cites to a 16 week consumer study where “100% saw fuller looking brows,”  
4           “94% saw healthier looking brows, and 91% saw thicker looking brows.” The  
5           instructions for “how to use” GrandeBROW state that “[d]ue to the length of the brow  
6           cycle, apply every day for a full 4 months. After desired improvement is achieved,  
7           apply every other day for maintenance.” Grande Cosmetics markets GrandeBROW  
8           with “before and after” pictures, which indicate noticeable brow growth after 16  
9           weeks.<sup>12</sup>



24           \*Based on a 16 week consumer study with 30 subjects. Results will vary.

25

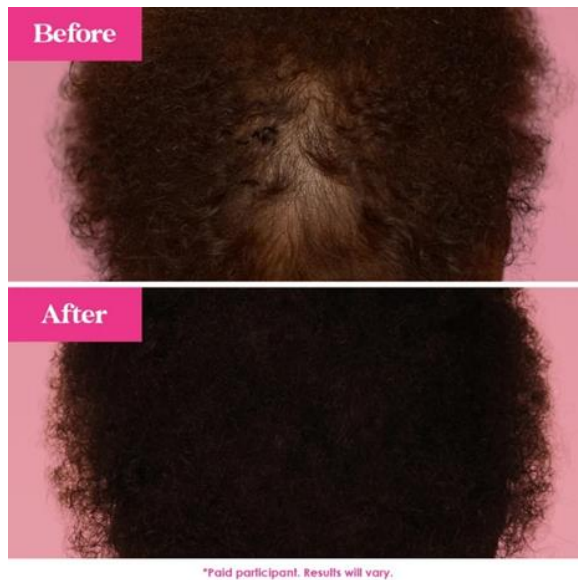
26

---

27           <sup>11</sup> See, e.g., <https://grandecosmetics.com/products/grandebrow> (last visited Oct. 5, 2021).

28           <sup>12</sup> See, e.g., <https://grandecosmetics.com/products/grandemascara> (last visited Oct. 5, 2021).

1 c. The marketing for GrandeHAIR states that the “appearance of healthier, thicker  
2 looking hair” improves “in 8 weeks, with full improvement in 4 months.” The  
3 marketing cites to a 16-week expert clinical grader evaluation where “97% saw  
4 improved hair thickness,” and “97% saw less hair thinning.” The instructions for “how  
5 to use” GrandeHAIR states that droplets should be applied nightly until full  
6 improvement, and then every other day for maintenance. Grande Cosmetics markets  
7 GrandeHAIR with “before and after” pictures, which indicate noticeable hair growth.  
8



1           30. **The actual function of the product.** The ICP in the Enhancement Serums grow  
2 lashes, brows, and hair by extending the length of the hair cycle.

3           31. Isopropyl cloprostenate is one of a class of chemicals known as prostaglandin analogs,  
4 which have long been used to reduce intraocular pressure in glaucoma patients.<sup>13</sup> According to the  
5 Glaucoma Research Foundation, “prostaglandin analogs work by increasing the outflow of  
6 intraocular fluid from the eye.”<sup>14</sup> A well-known side effect of glaucoma treatments containing  
7 prostaglandin analogs is that they cause eyelash growth.<sup>15</sup>

8           32. In 2008, the FDA approved Latisse<sup>®</sup>, whose active ingredient, bimatoprost is a  
9 prostaglandin analog like ICP known for increasing eyelash hair length, thickness, and darkness in  
10 patients with hypotrichosis (or inadequacy) of the eyelashes.<sup>16</sup> Latisse is classified as an ophthalmic  
11 drug and cannot be obtained without a prescription.<sup>17</sup>

12           33. The FDA has found that, like the active ingredient in Latisse, the prostaglandin  
13 analog, isopropyl cloprostenate is “well known to have an effect on the structure or function of the  
14 body,” and that, accordingly, products containing isopropyl cloprostenate “are drugs as defined by  
15 section 201(g)(1)(C) of the [Federal Food, Drug, and Cosmetic] Act (21 U.S.C. § 321(g)(1)(C)).”<sup>18</sup>

16           34. Because they are objectively intended to affect the structure or function of the body,  
17 as demonstrated by the fact that it contains isopropyl cloprostenate, and the fact that marketing  
18 contains “appearance” claims like “longer looking,” as well by these other circumstances  
19 surrounding their sale, Enhancement Serums qualify as drugs under the Sherman Law.

20           **B. The Fact that the Enhancement Serums Are Unapproved Drugs with an**  
21           **Ingredient Associated with Serious Side Effects Is Material to Consumers**

22           35. In marketing the Enhancement Serums, Grande Cosmetics materially omits and does

23 <sup>13</sup> Exhibit 1.

24 <sup>14</sup> Prostaglandin Analogs, [https://www.glaucoma.org/treatment/medication-guide.php#prostaglandin\\_analogs](https://www.glaucoma.org/treatment/medication-guide.php#prostaglandin_analogs) (last updated June 19, 2020).

25 <sup>15</sup> *See Id.*

26 <sup>16</sup> *See* Latisse Approval Letter (Dec. 24, 2008),  
[https://www.accessdata.fda.gov/drugsatfda\\_docs/nda/2008/022369s000\\_Approv.pdf](https://www.accessdata.fda.gov/drugsatfda_docs/nda/2008/022369s000_Approv.pdf).

27 <sup>17</sup> *See* Latisse Full Prescribing Information (Mar. 2012),  
[https://www.accessdata.fda.gov/drugsatfda\\_docs/label/2012/022369s005lbl.pdf](https://www.accessdata.fda.gov/drugsatfda_docs/label/2012/022369s005lbl.pdf).

28 <sup>18</sup> Exhibit 1.

1 not adequately disclose to consumers that they are sold illegally without proper government  
2 approval.

3 36. By omitting this information, Grande Cosmetics actively conceals material facts and  
4 leads reasonable consumers to believe they are purchasing Products whose sale does not violate  
5 federal and/or state law. Specifically, by marketing and selling the Enhancement Serums, Grande  
6 Cosmetics effectively represents to consumers that the Products are recognized as safe by the  
7 relevant regulatory bodies, and that they are legally saleable, when in reality, they are not.

8 37. In addition to being drugs that are marketed and sold illegally, the Enhancement  
9 Serums contain the prostaglandin isopropyl cloprostenate, which is associated with serious adverse  
10 effects. Specifically, the FDA has found that isopropyl cloprostenate may cause side effects to the  
11 eye including, but not limited to, ocular irritation, hyperemia, iris color change, macular edema,  
12 ocular inflammation, and interference with intraocular pressure reduction therapy.<sup>19</sup> In marketing  
13 and selling the Enhancement Serums, Grande Cosmetics materially omits and does not adequately  
14 disclose to consumers that isopropyl cloprostenate is known to cause eye-related diseases like  
15 hyperemia, macular edema, ocular inflammation, and the lowering of intraocular pressure. Grande  
16 Cosmetics also materially omits that when prostaglandin analogs, like ICP and bimatoprost, are  
17 applied to areas near the face, they can cause excess hair growth outside the treatment area, for  
18 instance on the cheek. Grande Cosmetics further fails to mention that ICP can cause clumps of hair,  
19 brows, and lashes to completely fall out instead of grow.

20 38. Grande Cosmetics lists amino acids, hyaluronic acid, and vitamin E as “key  
21 ingredients” in GrandeLASH-MD and GrandeBROW,<sup>20</sup> but neglects to mention that it is the  
22 Products’ active drug ingredient isopropyl cloprostenate that causes hair growth. Similarly, Grande  
23 Cosmetics lists Procapil, ginkgo, and flower extracts as “key ingredients,” when in fact, it is the  
24 drug ingredient isopropyl cloprostenate that causes hair growth. Reasonable consumers want to

---

25  
26 <sup>19</sup> *Id.*

27 <sup>20</sup> Ingredients, GrandeLASH-MD Lash Enhancing Serum,  
28 <https://grandecosmetics.com/products/grandelash-md> (last visited Aug. 13, 2021).

1 understand whether products have active ingredients, and the effect that they may have—especially  
2 when the Product is applied and kept on at night around the eye and face.

3 39. Furthermore, numerous consumers have complained online that GrandeLASH-MD  
4 has caused side effects including, among other things, burning, itching, redness, discoloration,  
5 swelling, styes, severe dry eye, eyelash fallout, and drooping eyelids. For example:

- 6 • “I only used GrandeLash for a week and after the first use I experienced eyelid redness  
7 and bloodshot eyes. I figured it was just a first-time irritation thing, but had to use  
8 concealer to cover the eyelid redness. The next day it was worse. My eyelids were  
9 beginning to look dark brown/purple from the lash line to the eyebrow; darkest at the  
10 crease. I kept using the serum for the next 4 days, hoping it was just because I wasn't  
11 getting enough sleep that my eyes looked so dark, like I had been punched. I went to bed  
12 early for the next week to try to get 8+ hours of sleep, hydrated a ton and used a vitamin  
13 C eye cream, but I looked just as bad; kind of sickly honestly. Finally I looked up eyelid  
14 discoloration with GrandeLash and discontinued use that day. As quickly as the next  
15 morning I noticed a difference, and by the following day the discoloration was totally  
16 gone.”<sup>21</sup>
- 17 • “Ouch! I tried this on one eye as a test and OMG it stings like crazy. I did not dare to open  
18 my eye, so I put a sleeping mask on to keep it shut.”<sup>22</sup>
- 19 • “Don’t know if this works? I am highly allergic to something in this. My eyeballs were  
20 red immediately after use. Tried a few more days and just got worse.”<sup>23</sup>
- 21 • “This lash serum burned my eyes horribly and I woke up the next day with extremely  
22 bloodshot eyes and swollen lids.”<sup>24</sup>
- 23 • “I did 12 weeks of this and it did nothing for me but cause dark circles (Latisse did the  
24 same for me but actually worked)[,] irritation, and a couple of styes.”<sup>25</sup>

---

25 <sup>21</sup> BellaByrne, Sephora Community (Aug. 2021), <https://community.sephora.com/t5/Everything-Eyes/GrandeLASH-sunken-eyes/m-p/5921011#feedback-success>.

26 <sup>22</sup> Yvetteski Review,

27 <https://www.makeupalley.com/product/showreview.asp/ItemId=201537/Grande-Cosmetics-GrandeLASH-MD-Lash-Enhancing-Serum/Unlisted-Brand/Lash-Treatments> (last visited Aug. 23, 2021).

28 <sup>23</sup> AngelaBrooke 76 Review,

<https://www.makeupalley.com/product/showreview.asp/ItemId=201537/Grande-Cosmetics-GrandeLASH-MD-Lash-Enhancing-Serum/Unlisted-Brand/Lash-Treatments> (last visited Aug. 23, 2021).

<sup>24</sup> Michelle R. Review (May 9, 2021), <https://grandecosmetics.com/collections/lash-serum/products/grandelash-md>.

<sup>25</sup> Penny 25 Review, Sephora (Apr. 22, 2020), <https://www.sephora.com/product/grandlash-tm-md-lash-enhancing-serum-P419219?skuId=1923275&icid2=skugrid:p419219>.



- 1 • “I just had to see an ophthalmologist as the colors in my right eye have started to bleed  
2 together. I have green eyes (green inner iris, with deep blue outer iris), and the bleu part  
3 of my eye is getting thicker on one side and almost bleeding into my inner iris, towards  
4 my pupil. It is quite noticeable to me, as my eyes are no longer symmetrical and one eye  
5 appears darker than the other. I’ve been using the Grande Lash-MD Lash Enhancing  
6 Serum for a few months now, so only just connecting the dots.”<sup>26</sup>

7 40. Consumers have also complained that GrandeBROW has caused side effects  
8 including loss of brow hairs, discoloration, sunken eyes, and change of iris color. For example:

- 9 • “This product caused discoloration all over my eyelid and it caused my eyes to appear  
10 more sunken in. It’s like the premature aging I never asked for.”<sup>27</sup>  
11 • “While SOME hair grew along my brows (not much, and not in places where I actually  
12 put the product), hair ALSO grew along the side AND underneath the eye. I now have  
13 hairy eyes, which is not what I was going for at all.”<sup>28</sup>  
14 • “Yes, grows brows, however, do not use if only using on one brow! I am now stuck with  
15 one brow being three shades darker than the other one!”<sup>29</sup>  
16 • “When I first used this product, I had amazing results. When I started my second tube,  
17 applying every other day as instructed my new fabulous brows fell out.”<sup>30</sup>

18 41. Consumers have also complained that GrandeHAIR has caused side effects, such as  
19 irritation and dryness.<sup>31</sup>

20 42. Grande Cosmetics is aware that the Enhancement Serums may cause such damage  
21 due to an active drug ingredient. Despite notice and knowledge of the injuries caused by the  
22 Enhancement Serums via the numerous consumer complaints Grande Cosmetics has directly  
23 received and which are publicly available on the internet, Grande Cosmetics has failed and/or  
24 refused to provide an adequate remedy for the systemic injuries caused by the Enhancement Serums.  
25

---

26 <sup>26</sup> AnnieSMR Comment (Mar. 2, 2021), <https://community.sephora.com/t5/Everything-Eyes/Grandelash-change-eye-color/m-p/4230222>.

27 <sup>27</sup> MIM99 Review (June 2, 2021), <https://www.sephora.com/product/grandebrow-brow-enhancing-serum-P419218?skuId=2114817&icid2=skugrid:p419218>.

28 <sup>28</sup> DCMouse Review (Feb. 18, 2019), <https://www.sephora.com/product/grandebrow-brow-enhancing-serum-P419218?skuId=2114817&icid2=skugrid:p419218>.

29 <sup>29</sup> Expertchef Review (July 22, 2021), <https://www.sephora.com/product/grandebrow-brow-enhancing-serum-P419218?skuId=2114817&icid2=skugrid:p419218>.

30 <sup>30</sup> Review (Apr. 15, 2018), <https://www.sephora.com/product/grandebrow-brow-enhancing-serum-P419218?skuId=2114817&icid2=skugrid:p419218>.

31 <sup>31</sup> See, e.g., “Doesn’t Work,” <https://www.ulta.com/p/grandehair-enhancing-serum-pimprod2018702> (last visited Aug. 23, 2021).

1 43. Not only does Grande Cosmetics fail to disclose the possibility of severe and  
2 potentially permanent side effect, Grande Cosmetics represents that while “sensitivity” to the  
3 product is rare, a few users may experience “mild irritation” when first using the GrandeLASH-  
4 MD.<sup>32</sup>

5 44. Whether a product has adverse side effects caused by a drug ingredient is material  
6 information that reasonable consumers would consider in deciding to buy the Products. Indeed, The  
7 FDA has advised that, because of its potentially harmful effects, products containing isopropyl  
8 cloprostenate are “not safe for use except under the supervision of a practitioner licensed by law to  
9 administer them.”<sup>33</sup>

10 45. Reasonable consumers would consider the omitted facts to be important in  
11 determining whether or not to purchase the Enhancement Serums.

12 46. Grande Cosmetics omitted the above-described material information with the  
13 knowledge that its omissions would mislead and deceive consumers. Alternatively, Grande  
14 Cosmetics was reckless in not knowing that the omissions were deceptive and/or misleading.

15 47. Plaintiff and Class Members relied, to their detriment, on Grande Cosmetics to  
16 distribute safe products. Instead, Grande Cosmetics marketed and sold Products that contain an  
17 ingredient known to cause serious adverse effects.

18 48. As the direct and proximate result of Grande Cosmetics’ deceptive and/or misleading  
19 material omissions, Plaintiff and putative Class Members have suffered injury-in-fact and a loss of  
20 money or property through the out-of-pocket costs expended to purchase the Enhancement Serums.

21 49. Grande Cosmetics has not recalled, relabeled, or reformulated the Enhancement  
22 Serums, nor has it warned consumers about the dangers associated with using the Enhancement  
23 Serums.

24  
25  
26 <sup>32</sup> Frequently Asked Questions, <https://grandecosmetics.com/pages/faq> (last visited Oct. 5, 2021).

27 <sup>33</sup> Lifetech Resources LLC Warning Letter (Apr. 18, 2011), <https://wayback.archive-it.org/7993/20170111100914/http://www.fda.gov/ICECI/EnforcementActions/WarningLetters/2011/ucm251951.htm>.  
28

1 **V. CLASS ACTION ALLEGATIONS**

2 50. Plaintiff incorporates and realleges the above paragraphs.

3 51. Plaintiff brings this action on behalf of herself and the members of the proposed Class,  
4 which consists of:

5 All California consumers who purchased an Enhancement Serum for personal, family, or  
6 household purposes from the beginning of the applicable statutory period through present.  
7 Excluded from the Class are Defendant; any entity in which Defendant has a controlling  
8 interest; and any legal representative, heir or assign of Defendant. Also, excluded from the  
9 Class are any federal, state or local governmental entities, any judicial officer presiding over  
10 this action and the members of his/her immediate family and judicial staff, and any juror  
11 assigned to this action.

12 52. The members of the Class are so numerous that joinder is impractical. The Class  
13 consist of thousands of members, the precise number which is within the knowledge of and can be  
14 ascertained only through Grande Cosmetics' records.

15 53. There are numerous questions of law and fact common to the Class which  
16 predominate over any questions affecting only individual members of the Class. Among the  
17 questions of law and fact common to the Class are:

- 18 a. Whether the Enhancement Serums qualify as drug products under California laws  
19 governing food, drugs, and cosmetics;
- 20 b. Whether the Enhancement Serums are misbranded under California laws governing food,  
21 drugs, and cosmetics;
- 22 c. Whether the manufacture, marketing, or sale of the Enhancement Serums are unlawful  
23 under California laws governing food, drugs, and cosmetics;
- 24 d. Whether Grande Cosmetics had a duty to disclose material facts regarding the  
25 Enhancement Serums' status as drugs, safety concerns associated with the ICP in the  
26 Enhancement Serums, or the illegality of the sale of the Enhancement Serums;
- 27 e. Whether Grande Cosmetics had a duty to not misrepresent material facts regarding the  
28 Enhancement Serums' status as a drug, safety concerns associated with the Enhancement  
Serums, or the illegality of the sale of the Enhancement Serums;
- f. Whether Grande Cosmetics failed to disclose material facts regarding safety concerns  
associated with the Enhancement Serums;
- g. Whether Grande Cosmetics failed to disclose material facts regarding the Enhancement  
Serums status as drugs or the illegality of the sale of the Enhancement Serums;
- h. Whether Grande Cosmetics' nondisclosures and misrepresentations would be material to  
a reasonable consumer;

- 1 i. Whether Grande Cosmetics' nondisclosures and misrepresentations constitute an unlawful business practice in violation of the UCL;
- 2 j. Whether Grande Cosmetics' nondisclosures and misrepresentations constitute an unfair business practice in violation of the UCL;
- 3 k. Whether Grande Cosmetics' nondisclosures and misrepresentations were likely to deceive a reasonable consumer in violation of the UCL, CLRA, or FAL;
- 4 l. Whether Grande Cosmetics knowingly or willfully misrepresented or failed to disclose the Enhancement Serums' status as drugs, significant safety concerns associated with the ICP in the Enhancement Serums, or the illegality of the Enhancement Serums sales;
- 5 m. Whether Grande Cosmetics was unjustly enriched by receiving moneys in exchange for the Enhancement Serums;
- 6 n. Whether the challenged practices harmed Plaintiff and members of the Class; and
- 7 o. Whether Plaintiff and members of the Class are entitled to damages, restitution, equitable relief, and/or injunctive relief.

8  
9  
10  
11 54. Plaintiff's claims are typical of the claims of the members of the Class because  
12 Plaintiff, like all members of the Class, purchased Enhancement Serums, GrandeLASH-MD, not  
13 knowing that they were unapproved drugs that were not legally saleable, or that they contained an  
14 active drug ingredient associated with serious adverse side effects including, *inter alia*, iris color  
15 change, sunken eye, styes, hair growth around the eye, complete hair loss, and hair growing outside  
16 of treatment areas. Furthermore, like all members of the class, Plaintiff sustained damages from  
17 Grande Cosmetics' wrongful conduct and continues to suffer harm. Accordingly, Plaintiff has no  
18 interests antagonistic to the interests of any other member of the Class.

19 55. Plaintiff is a representative who will fully and adequately assert and protect the  
20 interests of the Class and has retained counsel who is experienced in prosecuting class actions.  
21 Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the  
22 interests of the Class.

23 56. A class action is superior to all other available methods for the fair and efficient  
24 adjudication of this lawsuit because individual litigation of the claims of all members of the Class  
25 is economically unfeasible and procedurally impracticable.

26 57. While the aggregate damages sustained by the Class are in the millions of dollars, the  
27 individual damages incurred by each member of the Class resulting from Grande Cosmetics'  
28

1 wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of  
2 individual Class members prosecuting their own separate claims is remote, and, even if every  
3 member of the Class could afford individual litigation, the court system would be unduly burdened  
4 by individual litigation of such cases.

5 58. Grande Cosmetics has acted or refused to act on grounds that apply generally to the  
6 Class, thereby making appropriate final injunctive and corresponding declaratory relief with respect  
7 to the Class as a whole.

8 59. The prosecution of separate actions by members of the Class would create a risk of  
9 establishing inconsistent rulings and/or incompatible standards of conduct for Grande Cosmetics.  
10 For example, one court might enjoin Grande Cosmetics from performing the challenged acts,  
11 whereas another might not. Additionally, individual actions may be dispositive of the interests of  
12 the Class, although certain class members are not parties to such actions.

13 60. The conduct of Grande Cosmetics is generally applicable to the Class as a whole and  
14 Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, the  
15 systematic policies and practices of Grande Cosmetics make declaratory relief with respect to the  
16 Class as a whole appropriate. Grande Cosmetics must be stopped from selling an unapproved drug  
17 to California consumers in violation of the law. Accordingly, Plaintiff seeks an injunction from  
18 Grande Cosmetics' continued sale of the Enhancement Serums and to ensure that Grande Cosmetics  
19 complies with the Sherman Law as incorporated into the UCL. Enjoining Grande Cosmetics'  
20 unlawful sale of the Enhancement Serums requires one injunction to protect the class as a whole,  
21 and would not require a different injunction for each class member.

22 **FIRST CAUSE OF ACTION**  
23 **VIOLATION OF THE "UNLAWFUL" PRONG OF THE UCL**  
24 **(CAL. BUS. & PROF. CODE § 17200, et seq.)**

25 61. Plaintiff incorporates and realleges by reference each and every allegation contained  
26 in the preceding paragraphs as if fully set forth herein.

27 62. The UCL defines unfair business competition to include any "unlawful, unfair or  
28 fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal.

1 Bus. & Pro. Code § 17200.

2 63. A business act or practice is “unlawful” under the UCL if it violates any other law or  
3 regulation.

4 64. Grande Cosmetics has violated the unlawful prong by virtue of its violations of the  
5 Sherman Food Drug & Cosmetics Laws, California’s Health & Safety Code §§ 109875 et seq.,  
6 selling new drugs without an approved new drug application, and selling misbranded drug and  
7 cosmetic products. In addition, Grande Cosmetics has violated the unlawful prong by virtue of its  
8 violations of the CLRA and the FAL.

9 65. As a result of the conduct described above, Grande Cosmetics has been unjustly  
10 enriched at the expense of Plaintiff and members of the proposed Class. Specifically, Grande  
11 Cosmetics has been unjustly enriched by obtaining revenues and profits that it would not otherwise  
12 have obtained absent its false, misleading, and deceptive conduct.

13 66. Through its unlawful acts and practices, Grande Cosmetics has improperly obtained  
14 money from Plaintiff and the Class.

15 67. Consequently, Plaintiff requests that this court cause Grande Cosmetics to restore this  
16 money to Plaintiff and all Class members, and to enjoin Grande Cosmetics from continuing to  
17 violate the UCL as discussed herein and/or from violating the UCL in the future. Plaintiff seeks an  
18 injunction prohibiting the continued sale of the Enhancement Products which are prescription drugs  
19 being sold as cosmetics in California in violation of California’s Sherman Law and, accordingly, by  
20 the unlawful prong. Plaintiff and the Class may be irreparably harmed and/or denied an effective  
21 and complete remedy if such an order is not granted.

22 **SECOND CAUSE OF ACTION**  
23 **VIOLATION OF THE “FRAUDULENT” PRONG OF THE UCL**  
24 **(CAL. BUS. & PROF. CODE § 17200, et seq.)**

25 68. Plaintiff incorporates and realleges by reference each and every allegation contained  
26 in the preceding paragraphs as if fully set forth herein.  
27  
28

1           69. The UCL defines unfair business competition to include any “unlawful, unfair or  
2 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.  
3 Bus. & Pro. Code § 17200.

4           70. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
5 members of the consuming public.

6           71. Grande Cosmetics has violated the fraudulent prong of § 17200, because its material  
7 misrepresentations and omissions regarding the cosmetic status and safety concerns associated with  
8 the Enhancement Products and the fact that the Enhancement Products are illegally marketed and  
9 sold as a purely cosmetic product when it is actually a drug, have deceived Plaintiff and are highly  
10 likely to deceive reasonable members of the consuming public.

11           72. Plaintiff and members of the Class have suffered injury in fact, including the loss of  
12 money, as a result of Grande Cosmetics’ unlawful, unfair, and/or deceptive practices. Specifically,  
13 Grande Cosmetics’ material misrepresentations and omissions about the safety, legality, and drug  
14 ingredients of the Enhancement Products induced reasonable purchasers, including Plaintiff, to buy  
15 the product, which they otherwise would not have purchased or would have paid less for.

16           73. All of the wrongful conduct alleged herein occurred, and continues to occur, in the  
17 conduct of Grande Cosmetics’ business. Grande Cosmetics’ wrongful conduct is part of a general  
18 practice that is still being perpetuated and repeated throughout the State of California.

19           74. Furthermore, as a result of the conduct described above, Grande Cosmetics has been  
20 unjustly enriched at the expense of Plaintiff and members of the proposed Class. Specifically,  
21 Grande Cosmetics has been unjustly enriched by obtaining revenues and profits that it would not  
22 otherwise have obtained absent its false, misleading, and deceptive advertising and conduct.

23           75. Through its fraudulent acts and practices, Grande Cosmetics has improperly obtained  
24 money from Plaintiff and the Class.

25           76. Consequently, Plaintiff requests that this court cause Grande Cosmetics to restore this  
26 money to Plaintiff and all Class members, and to enjoin Grande Cosmetics from continuing to  
27 violate the UCL as discussed herein and/or from violating the UCL in the future. Plaintiff and the  
28

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

3  
4 **THIRD CAUSE OF ACTION**  
5 **VIOLATION OF THE “UNFAIR” PRONG OF THE UCL**  
6 **(CAL. BUS. & PROF. CODE § 17200, et seq.)**

7 77. Plaintiff incorporates and realleges by reference each and every allegation contained  
8 in the preceding paragraphs as if fully set forth herein.

9 78. The UCL defines unfair business competition to include any “unlawful, unfair or  
10 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.  
11 Bus. & Pro. Code § 17200.

12 79. A business act or practice is “unfair” under the UCL if the reasons, justifications, and  
13 motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

14 80. Grande Cosmetics has violated the unfair prong of § 17200 because the acts and  
15 practices set forth in the Complaint—including making misrepresentations and material omissions  
16 regarding the drug ingredients contained in the Enhancement Serums and the serious safety concerns  
17 associated with them—offend established public policy.

18 81. The challenged conduct substantially injures consumers, and the harm to consumers  
19 greatly outweighs any benefits associated with Grande Cosmetics’ actions. Reasonable consumers  
20 are not in a position to understand, given Grande Cosmetics’ misrepresentations and omissions, the  
21 safety concerns posed by the Enhancement Serums, or the fact that they are actually drugs that are  
22 illegally marketed and sold.

23 82. Through its unfair acts and practices, Grande Cosmetics has improperly obtained  
24 money from Plaintiff and the Class.

25 83. Consequently, Plaintiff requests that this court cause Grande Cosmetics to restore this  
26 money to Plaintiff and all Class members, and to enjoin Grande Cosmetics from continuing to  
27 violate the UCL as discussed herein and/or from violating the UCL in the future. Otherwise, Plaintiff  
28



1 and the Classes may be irreparably harmed and/or denied an effective and complete remedy if such  
2 an order is not granted.

3  
4 **FOURTH CAUSE OF ACTION**  
5 **VIOLATIONS OF THE FALSE ADVERTISING LAW**  
6 **(CAL. BUS. & PROF CODE §§ 17500, *et seq.*)**

7 84. Plaintiff incorporates and realleges by reference each and every allegation contained  
8 in the preceding paragraphs as if fully set forth herein.

9 85. California's Business and Professions Code § 17500, *et seq.* prohibits unfair,  
10 deceptive, untrue, or misleading advertising. When the seller has a duty to disclose material facts  
11 about a product, the sale of the product to consumers without disclosure of such material facts  
12 violates the FAL.

13 86. Grande Cosmetics markets and sells the Enhancement Serums as if it were a purely  
14 cosmetic product free of significant safety concerns, when in fact, the reverse is true. Specifically,  
15 Grande Cosmetics materially misrepresents and misleads consumers about the fact that the  
16 Enhancement Serums are drugs, and the fact that they pose serious health risks, and omits from its  
17 marketing materials the fact that the Enhancement Serums are misbranded and sold illegally.

18 87. Through its false advertising scheme, Grande Cosmetics has improperly obtained  
19 money from Plaintiff and the Class.

20 88. Consequently, Plaintiff requests that this court cause Grande Cosmetics to restore this  
21 money to Plaintiff and all Class members, and to enjoin Grande Cosmetics from continuing to  
22 violate the FAL as discussed herein and/or from violating the FAL in the future. Plaintiff and the  
23 Class may be irreparably harmed and/or denied an effective and complete remedy if such an order  
24 is not granted.

25 **FIFTH CAUSE OF ACTION**  
26 **VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**  
27 **(CAL. CIV. CODE § 1750, *et seq.*)**

28 89. Plaintiff incorporates and realleges by reference each and every allegation contained  
in the preceding paragraphs as if fully set forth herein.

1           90. At all relevant times, Plaintiff was a “consumer” as defined by Cal. Civ. Code §  
2 1761(d).

3           91. At all relevant times, the Enhancement Products constituted “goods” as defined by  
4 Cal. Civ. Code § 1761(a)

5           92. At all relevant times, Defendant constituted a “person” as defined by Cal. Civ. Code  
6 § 1761(c).

7           93. At all relevant times, Plaintiff and each of the class member’s purchases of  
8 Defendant’s Products constituted a “transaction” as defined by Cal. Civ. Code § 1761(e).

9           94. Cal. Civ. Code § 1770(a)(2) prohibits “[m]isrepresenting the source, sponsorship,  
10 approval, or certification of goods or services.”

11           95. As described herein, Grande Cosmetics violated the CLRA by marketing and selling  
12 misbranded drug products, which required government approval prior to sale, but which lacked such  
13 approval. The sale of each unit of the Enhancement Serums was a misrepresentation to consumers  
14 that the product was recognized as safe by the FDA and the California Department of Public Health,  
15 when it was not.

16           96. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have  
17 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not  
18 have....” Furthermore, Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or services  
19 are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they  
20 are of another.”

21           97. Grande Cosmetics violated these provisions of the CLRA by marketing and selling  
22 misbranded drug and cosmetic products that posed serious health and safety concerns. The sale of  
23 each Enhancement Product misrepresented that the product was free of undisclosed safety concerns.  
24 In addition, each Enhancement Serum sale misrepresented that the product is not a drug, has been  
25 determined to be safe, and is otherwise legally offered for sale.

26           98. The CLRA (including §§ 1770(a) (2), (5), (7)) supports claims for omissions of  
27 material fact that Grande Cosmetics was obligated to disclose. In this case, Grande Cosmetics was  
28

1 obligated, but failed to disclose the known safety concerns associated with the isopropyl  
2 cloprostenate contained in the Enhancement Serums, the fact that the Enhancement Serums are  
3 drugs, and the illegality of their sales.

4 99. Plaintiff relied on Grande Cosmetics' false and misleading omissions and  
5 representations about the safety and legal status of the Enhancement Serums in deciding to buy  
6 GrandeLASH-MD. Plaintiff would not have purchased GrandeLASH-MD absent Grande  
7 Cosmetics' unlawful conduct.

8 100. Plaintiff, on behalf of herself and the proposed class, seeks an order enjoining  
9 Defendant's unfair or deceptive acts or practices described herein, equitable relief, an award of  
10 attorneys' fees, and costs under Cal. Civ. Code § 1780(e).

11 101. Plaintiff's counsel sent a CLRA letter on behalf of the putative class members like  
12 Plaintiff on December 2, 2021, which Defendant received on December 6, 2021. The CLRA 30-day  
13 notice period expired on January 5, 2022. Accordingly, Plaintiff also seeks damages, punitive  
14 damages, for Defendant's knowing and willful violation of the law, and fees and costs under the  
15 CLRA.

16 102. Pursuant to § 1780(d) of the Act, attached hereto as Exhibit 2 is the affidavit showing  
17 that this action has been commenced in the proper forum.

#### 18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff and the members of the Class demand a jury trial on all claims so  
20 triable and judgment against Defendant Grande Cosmetics, LLC as follows:

- 21 A. An order certifying that this action may be maintained as a class action, that Plaintiff  
22 be appointed Class Representatives and Plaintiff's counsel be appointed Class  
23 Counsel;
- 24 B. A judgment awarding Plaintiff and the Class rescission, restitution and/or other  
25 equitable relief, including, without limitation, restitutionary disgorgement of all  
26 profits and unjust enrichment that Grande Cosmetics obtained from Plaintiff and the  
27 Class as a result of its unfair and fraudulent business practices described herein;

- 1 C. A judgment awarding damages, including punitive damages, under the CLRA.
- 2 D. An order enjoining Grande Cosmetics from selling the Enhancement Serums in
- 3 California—unapproved drugs, and from continuing to violate the UCL, FAL, and
- 4 CLRA as described herein;
- 5 E. A judgment awarding Plaintiff her costs of suit; including reasonable attorneys’ fees
- 6 pursuant to California Civil Code § 1780(d), California Code of Civil Procedure §
- 7 1021.5 and as otherwise permitted by statute; and pre and post judgment interest; and
- 8 F. Such other and further relief as may be deemed necessary or appropriate.

9

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this

12 complaint that are so triable as a matter of right.

13 Dated: January 6, 2022

Respectfully submitted,

14

15 By:           /s/ Annick M. Persinger          

16 Annick M. Persinger

17 Annick M. Persinger

18 TYCKO & ZAVAREEI LLP

19 *Attorneys for Plaintiff*

20

21

22

23

24

25

26

27

28