

**UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
NORTHERN DIVISION**

Christopher Simpson, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

Mineral Fusion Natural Brands, LLC,

Defendant.

CASE NO.

**COMPLAINT – CLASS  
ACTION**

**JURY TRIAL**

**DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Christopher Simpson brings this action on behalf of himself and all others similarly situated against Defendant Mineral Fusion Natural Brands, LLC. Plaintiff makes the following allegations pursuant to the investigation of counsel and based upon information and belief, except as to the allegations specifically pertaining to himself, which are based on personal knowledge.

### **NATURE OF THE ACTION**

1. This case arises from Defendant's deceptive and misleading practices with respect to its marketing and sale of its personal care products (collectively, the "Product" or "Products").<sup>1</sup>

2. Defendant manufactures, markets, and sells its Products throughout the United States including the State of Maryland.

3. Despite the representations made on the Products' labels which lead reasonable consumers to believe that the Products are "natural," they are not.

4. The brand has grown significantly, and this growth was not by accident. Rather, it developed from specifically targeting the "natural" market with intense focus.

5. Defendant's marketing efforts stress the purported "natural" composition of their Products.

6. Notably, the principal display panel of all of the Products states that the Products are "all-natural" and "naturally promote healthy, radiant skin."

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<sup>1</sup> At the time of this filing, the following Mineral Fusion products are included in this definition: Body Lotion (earthstone), Body Lotion (waterstone), Body Lotion (unscented), and Body Lotion (sunstone).





7. The “all-natural” and “naturally” representations are interpreted by reasonable consumers to mean that the Product contains only natural ingredients.

8. This represents that the Product is “natural” to consumers.

9. Reasonable consumers, including Plaintiff, interpret “natural” to mean that the product does not include synthetic ingredients.

10. Despite this representation, the Products are not natural because they include multiple synthetic ingredients.

11. Specifically, the Products contain the following synthetic ingredients: Phenoxyethanol, Ethylhexylglycerin, and Cetyl Alcohol.

12. Plaintiff and those similarly situated (“Class Members”) relied on Defendant’s misrepresentations that the Products are “natural” when purchasing the Products.

13. Specifically, Plaintiff and Class Members relied upon the representation that the Products are “all-natural” and “naturally” improve the skin which is prominently represented on the front of each Product’s label.

14. Reasonable consumers purchased the Products believing, among other things, that they were accurately represented. Specifically, reasonable consumers believed that the Products contained accurate label information and representations. Reasonable consumers would not have purchased the Products if they had known about the misrepresentations or would have purchased them on different terms.

15. Plaintiff brings this action individually and on behalf of those similarly situated and seeks to represent a Nationwide Class and a Maryland Class. Plaintiff seeks damages, interest thereon, reasonable attorneys’ fees and costs, restitution, other equitable relief, and disgorgement of all benefits Defendant has enjoyed from

its unlawful and/or deceptive business practices, as detailed herein. In addition, Plaintiff seeks injunctive relief to stop Defendant's unlawful conduct in the labeling and marketing of the Products.

16. Defendant's conduct violated and continues to violate, *inter alia*, the consumer protection statutes of California and Maryland. Accordingly, Plaintiff brings this action against Defendant on behalf of himself and Class Members who purchased the Products during the applicable statute of limitations period (the "Class Period").

### **JURISDICTION AND VENUE**

17. This Court has personal jurisdiction over Defendant. Defendant purposefully avails itself of the Maryland consumer market and distributes the Products to many locations within this District and hundreds of retail locations throughout the State of Maryland, where the Products are purchased by hundreds of consumers every day.

18. This Court has original subject-matter jurisdiction over this proposed class action pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act ("CAFA"), explicitly provides for the original jurisdiction of the federal courts in any class action in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class is a citizen of a State different from any defendant, and the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff alleges that the total claims of individual members of the proposed Class (as defined herein) are well in excess of \$5,000,000.00 in the aggregate, exclusive of interest and costs.

19. Venue is proper in this District under 28 U.S.C. § 1391(a). Plaintiff's purchases of Defendant's Products, substantial acts in furtherance of the alleged

improper conduct, including the dissemination of false and misleading information regarding the nature, quality, and/or ingredients of the Products, occurred within this District and the Defendant conducts business in this District.

**PARTIES**

20. Plaintiff Christopher Simpson is a citizen of Maryland who purchased the Products during the Class Period, as described herein.

- a. Within the Class Period, Plaintiff purchased the “earthstone” variety of the Body Lotion. These purchases were made at retailers throughout the State of Maryland and/or shipped to his home in Maryland. The price of each of these purchases was approximately ten dollars.
- b. The labeling on the package of the Products purchased by Plaintiff, including the “natural” representations, is typical of the advertising and labeling of the Products purchased by members of the Class.
- c. Prior to his purchase, Plaintiff saw and relied on Defendant’s packaging that represents that the Products were natural.
- d. Plaintiff wished to purchase the natural personal care products. When Plaintiff saw Defendant’s misrepresentations prior to and at the time of purchase, he relied on Defendant’s prominent representations and claims about the Products. Specifically, that it was natural and thus contained no synthetic ingredients.

- e. Plaintiff read and relied upon the representation that the Product was “all-natural” and “naturally promote[s] healthy, radiant skin” which is prominently featured on the front label of the Product.
  - f. Plaintiff understood these representations to mean that the Products contained no synthetic ingredients. Had Plaintiff known the truth – that the Products contained synthetic ingredients – Plaintiff would not have purchased the Products at a premium price. Plaintiff desires natural personal care products and wishes to purchase natural personal care products presently and in the future. Unless Defendant conforms to the representations made on the packaging, Plaintiff will be unable to test and trust the representations made on the Product at the point of sale even though he would like to purchase and consume a natural personal care product like the Product is purported to be by Defendant.
  - g. Additionally, if Defendant removed synthetic ingredients, or the Products were no longer deceptively labeled, Plaintiff would purchase the Products again in the future. Plaintiff brings the claims below seeking damages, actual and statutory, as well as injunctive relief.
21. Defendant Mineral Fusion Natural Brands, LLC is a Delaware limited liability company with its principal place of business in Petaluma, California.
- a. From its headquarters in California, Defendant produces, markets and distributes the Products in retail stores across the United States



including stores physically located in the State of California and this District.

- b. The deceptive labeling and marketing decisions made by Defendant occurred primarily and substantially at its headquarters located within the State of California.

22. Plaintiff reserves the right to amend this Complaint to add different or additional defendants, including without limitation any officer, director, employee, supplier, or distributor of Defendant who has knowingly and willfully aided, abetted, or conspired in the false and deceptive conduct alleged herein.

23. Whenever reference is made in this Complaint to any representation, act, omission, or transaction of a defendant, that allegation shall mean that the defendant did the act, omission, or transaction through its officers, directors, employees, agents, and/or representatives while they were acting within the actual or ostensible scope of their authority.

## **FACTS**

### **A. Consumers Value Representations that a Product is Natural**

24. Consumers have become increasingly concerned about the effects of synthetic and chemical ingredients in food, cleaning products, bath and beauty products, and everyday household products.<sup>2</sup>

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<sup>2</sup> Julianna M. Butler & Christian A. Vossler, *What is an Unregulated and Potentially Misleading Label Worth? The case of "Natural"-Labelled Groceries*, *Environmental & Resource Economics*, Springer; European Association of Environmental and Resource Economists, vol. 70(2), pages 545-564 (2017).

25. Companies such as the Defendant have capitalized on consumers' desires for purportedly "natural products."

26. Indeed, consumers are willing to pay, and have paid, a premium for products branded "natural" over products that contain synthetic ingredients.

27. In 2015, sales of natural products grew 9.5% to \$180 billion.<sup>3</sup> Reasonable consumers, including Plaintiff and Class Members, value natural products for important reasons, including the belief that they are safer and healthier than alternative products that are not represented as natural.

28. Further, consumers have become increasingly concerned about the effects of synthetic ingredients in consumer products.<sup>4</sup>

29. Reasonable consumers, including Plaintiff and Class Members, value natural products for important reasons, including the belief that they are safer and healthier than alternative products that are not represented as natural.

30. As a result, "natural" products are worth more than products that contain artificial ingredients, and consumers pay a premium for products labeled "natural" over products that contain synthetic ingredients.

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<sup>3</sup> *Natural Products Industry Sales up 9.5% to \$180bn Says NBJ*, FOOD NAVIGATOR, [http://www.foodnavigator-usa.com/Markets/EXPO-WEST-trendspotting-organics-natural-claims/\(page\)/6](http://www.foodnavigator-usa.com/Markets/EXPO-WEST-trendspotting-organics-natural-claims/(page)/6) ; see also Shoshanna Delventhal, *Study Shows Surge in Demand for "Natural" Products*, INVESTOPEDIA (February 22, 2017), <http://www.investopedia.com/articles/investing/022217/study-shows-surge-demand-natural-products.asp> (Study by Kline Research indicated that in 2016, the personal care market reached 9% growth in the U.S. and 8% in the U.K. The trend-driven natural and organic personal care industry is on track to be worth \$25.1 billion by 2025).

<sup>4</sup> Butler and Vossler, *supra* note 2.

**B. Plaintiff and Other Reasonable Consumers Understand Natural to Mean that a Product Lacks Artificial Ingredients**

31. Plaintiff and Class Members understand “natural” representations to mean that a product lacks synthetic ingredients.

32. This interpretation is consistent with the understanding of a reasonable consumer.

33. The test to determine if a company’s “natural” representation is deceptive is judged by whether it would deceive or mislead a reasonable person. To assist in ascertaining what a reasonable consumer believes the term “natural” means, one can look to regulatory agency guidance.

34. Federal agencies have warned companies that they must ensure that they can substantiate “natural” claims.

35. In 2013, the United States Department of Agriculture ("USDA") issued a Draft Guidance Decision Tree for Classification of Materials as Synthetic or Nonsynthetic (Natural). In accordance with this decision tree, a substance is natural—as opposed to synthetic—if: (a) it is manufactured, produced, or extracted from a natural source (i.e. naturally occurring mineral or biological matter); (b) it has not undergone a chemical change (i.e. a process whereby a substance is transformed into one or more other distinct substances) so that it is chemically or structurally different than how it naturally occurs in the source material; or (c) the chemical change was created by a naturally occurring biological process such as

composting, fermentation, or enzymatic digestion or by heating or burning biological matter.<sup>5</sup>

36. The FTC has warned companies that the use of the term “natural” may be deceptive:<sup>6</sup>

Marketers that are using terms such as natural must ensure that they can substantiate whatever claims they are conveying to reasonable consumers. If reasonable consumers could interpret a natural claim as representing that a product contains no artificial ingredients, then the marketer must be able to substantiate that fact.

37. Likewise, the Food and Drug Administration (“FDA”) warns that any “natural” labeling on products must be “truthful and not misleading.”<sup>7</sup>

38. In April 2016, the FTC settled with four manufacturers and filed a complaint against a fifth company for representing that its products were “natural” when they contained synthetic ingredients. The manufacturers agreed to cease marketing the products in question as being “natural.”<sup>8</sup>

39. Surveys and other market research, including expert testimony Plaintiff intends to introduce, will demonstrate that the term “natural” is

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<sup>5</sup> U.S. Department of Agriculture, Draft Guidance Decision Tree for Classification of Materials as Synthetic or Nonsynthetic, March 26, 2013, *available at* <https://web.archive.org/web/20140818174458/http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5103308>.

<sup>6</sup> 75 Fed. Reg. 63552, 63586 (Oct. 15, 2010).

<sup>7</sup> U.S. Food and Drug Administration, Small Business & Homemade Cosmetics: Fact Sheet, *available at* <http://www.fda.gov/Cosmetics/ResourcesForYou/Industry/ucm388736.htm#7>.

<sup>8</sup> *Four Companies Agree to Stop Falsely Promoting Their Personal-Care Products as “All Natural” or “100% Natural”; Fifth is Charged in Commission Complaint*, (April 2016), <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care> (last visited Mar. 17, 2021).

misleading to a reasonable consumer because the reasonable consumer believes that the term “natural,” when used to describe goods such as the Products, means that the goods are free of synthetic ingredients. For example, according to a consumer survey, “[e]ighty-six percent of consumers expect a ‘natural’ label to mean processed foods do not contain any artificial ingredients.”<sup>9</sup>

40. A reasonable consumer’s understanding of the term “natural” comports with that of federal regulators and common meaning. That is, the reasonable consumer understands the representation that a product is “natural” to mean that it does not contain any synthetic ingredients.<sup>10</sup>

**C. Defendant Represents that the Products are Natural**

41. Defendant capitalizes on consumers’ preferences for natural products by making representations to consumers on its Products that they are natural.

42. The front label of every Product represents that the Product is “all-natural” and “naturally promote[s] healthy, radiant skin.”

43. The following image is an example of that representation being prominently made on one of the Products:

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<sup>9</sup> Urvashi Rangan, Comments of Consumers Union on Proposed Guides for Use of Environmental Marketing Claims, 16 C.F.R. Part 260, Notice of the Federal Trade Commission (2010), *available at* [https://www.ftc.gov/sites/default/files/documents/public\\_comments/guides-use-environmental-marketing-claims-project-no.p954501-00289%C2%A0/00289-57072.pdf](https://www.ftc.gov/sites/default/files/documents/public_comments/guides-use-environmental-marketing-claims-project-no.p954501-00289%C2%A0/00289-57072.pdf) (also accessible as Comment 58 at <http://www.ftc.gov/policy/publiccomments/initiative-353>).

<sup>10</sup> Butler and Vossler, *supra* note 2. “The vast majority of respondents stated a belief that ‘natural’ signals no artificial flavors, colors and/or preservatives.” *Id.*



44. Based on the language that appears on the front of each product, Plaintiff reasonably believed that Products contained only natural ingredients.



45. “All-natural” and “naturally promote” are representations to a reasonable consumer that the Products contain only natural ingredients.

**D. Defendant’s Representations Are False, Misleading, and Deceptive**

46. Despite representing that the Products are “natural,” the Products contain multiple synthetic ingredients.

47. Thus, Defendant’s representations that the Products are “natural” is false, misleading, and deceptive because the Products contain ingredients that are, as set forth and described below, synthetic.<sup>11</sup>

- a. **Phenoxyethanol** is a synthetic substance associated with depressing the central nervous system, vomiting, and diarrhea.<sup>12</sup> This synthetic chemical concerned the FDA, and the agency warned consumers against using on nursing infants because it “can depress the central nervous system” and “may cause vomiting and diarrhea, which can lead to dehydration in infants.”<sup>13</sup> Concern for the use of this synthetic ingredient is not restricted to the United States, and after concerns were raised by the European Commission’s Scientific Committee on

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<sup>11</sup> Other ingredients in the Products may also be artificial as well. Plaintiff’s investigation is ongoing and will seek to amend the Complaint to specify other potential artificial ingredients in the future.

<sup>12</sup> 21 C.F.R. §172.515 and *FDA Consumer Update: Contaminated Nipple Cream*, (May 2008), <https://web.archive.org/web/20140712202507/https://www.fda.gov/ForConsumers/ConsumerUpdates/ucm049301.htm>.

<sup>13</sup> U.S. Food and Drug Administration, For Consumers, *Contaminated Nipple Cream*, <https://web.archive.org/web/20140712202507/https://www.fda.gov/ForConsumers/ConsumerUpdates/ucm049301.htm>.

Consumer Safety, France prohibited the labeling and marketing of products containing Phenoxyethanol for use on children that are three years old and younger.<sup>14</sup>

- b. **Ethylhexylglycerin** is a synthetic derived form of vegetable glycerin.
- c. **Cetyl Alcohol** is a synthetic ingredient. Long term exposure and inhalation of Cetyl Alcohol has been associated with the death of animals in laboratory studies.<sup>15</sup>

48. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product is natural, especially at the point of sale. Consumers would not know that the Products contain unnatural, synthetic ingredients, by reading the ingredients label.

49. Discovering that the ingredients are not natural and are actually synthetic requires an investigation beyond that of the skills of the average consumer. That is why, even though the ingredients listed above are identified on the back of the Products' packaging in the ingredients listed, the reasonable consumer would not understand – nor are they expected to understand – that these ingredients are synthetic.

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<sup>14</sup> Agence Nationale de Sécurité du Médicament et des Produits de Santé, Decision of 13 Mars 2019, *available at* [https://www.ansm.sante.fr/content/download/158253/2075101/version/1/file/DPS\\_Phenoxyethanol-200319.pdf](https://www.ansm.sante.fr/content/download/158253/2075101/version/1/file/DPS_Phenoxyethanol-200319.pdf).

<sup>15</sup> *Final Report on the Safety Assessment of Cetearyl Alcohol, Cetyl Alcohol, Isostearyl Alcohol, Myristyl Alcohol, and Behenyl Alcohol*, JOURNAL OF THE AMERICAN COLLEGE OF TOXICOLOGY, Volume 7, Number 3, 1988, *available at* [https://www.cir-safety.org/sites/default/files/115\\_buff3a\\_suppl.pdf](https://www.cir-safety.org/sites/default/files/115_buff3a_suppl.pdf).



50. Moreover, the reasonable consumer is not expected or required to scour the ingredients list on the back of the Products in order to confirm or debunk Defendant's prominent front-of-the-product claims, representations, and warranties that the Products are "natural."

51. Defendant did not disclose that the above listed ingredients are synthetic ingredients anywhere on the Product. A reasonable consumer understands Defendant's "natural" claims to mean that the Products are "natural" and do not contain synthetic ingredients.

52. Consumers rely on label representations and information in making purchasing decisions.

53. The marketing of the Products as "natural" in a prominent location on the labels of all of the Products, throughout the Class Period, evidences Defendant's awareness that "natural" claims are material to consumers.

54. Additionally, Defendant is aware that products containing synthetic ingredients have lower demand and exploit reasonable consumers by projecting that the Products are "natural" and free of synthetic, bad ingredients.

55. Defendant's deceptive representations are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions.

56. Plaintiff and the Class Members reasonably relied to their detriment on Defendant's misleading representations and omissions.

57. Defendant's false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers, as they have already deceived and misled the Plaintiff and the Class Members.

**E. Defendant's Deceptive Conduct Caused Plaintiff's and Class Members' Injuries**

58. In making the false, misleading, and deceptive representations and omissions described herein, Defendant knew and intended that consumers would pay a premium for Products labeled "natural" over comparable products not so labeled and marketed.

59. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations, Defendant injured the Plaintiff and the Class Members in that they:

- a. Paid a sum of money for Products that were not what Defendant represented;
- b. Paid a premium price for Products that were not what Defendant represented;
- c. Were deprived of the benefit of the bargain because the Products they purchased were different from what Defendant warranted; and
- d. Were deprived of the benefit of the bargain because the Products they purchased had less value than what Defendant represented.

60. Plaintiff and the Class Members paid for Products that were "natural" but received Products that were not "natural." The products Plaintiff and the Class Members received were worth less than the products for which they paid.

61. Based on Defendant's misleading and deceptive representations, Defendant were able to, and did, charge a premium price for the Products over the cost of competitive products not bearing the misrepresentations.

62. Plaintiff and the Class Members paid money for the Products. However, Plaintiff and the Class Members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions. Plaintiff and the Class Members purchased, purchased more of, and/or paid more for, the Products than they would have had they known the truth about the Products. Consequently, Plaintiff and the Class Members have suffered injury in fact and lost money as a result of Defendant's wrongful conduct.

63. Defendant knew that consumers will pay more for a product marketed as “natural,” and intended to deceive Plaintiff and putative Class Members by labeling and marketing the Products as purportedly natural products.

64. Plaintiff and Class Members paid for the Products over and above comparable products that did not purport to be “natural.” Given that Plaintiff and Class Members paid for the Products based on Defendant’s misrepresentations that they are “natural,” Plaintiff and Class Members suffered an injury in the amount paid.

65. Additionally, Plaintiff and Class Members paid a premium for the Products over and above comparable products that did not purport to be “natural.” Given that Plaintiff and Class Members paid a premium for the Products based on

Defendant's misrepresentations that they are "natural," Plaintiff and Class Members suffered an injury in the amount of the premium paid.

**CLASS DEFINITIONS AND ALLEGATIONS**

66. Plaintiff, pursuant to Federal Rule of Civil Procedure 23, brings this action on behalf of the following classes (collectively, the "Class," "Classes," and "Class Members"):

- a. Maryland Class: All persons who purchased Defendant's Products within the State of Maryland and within the applicable statute of limitations period; and
- b. Nationwide Class: All persons who purchased Defendant's Products within the United States and within the applicable statute of limitations period.

67. Excluded from the Classes are Defendant, its parents, subsidiaries, affiliates, officers, and directors, those who purchased the Products for resale, all persons who make a timely election to be excluded from the Classes, the judge to whom the case is assigned and any immediate family members thereof, and those who assert claims for personal injury.

68. The members of the Classes are so numerous that joinder of all Class Members is impracticable. Defendant has sold, at a minimum, millions of units of the Products to Class Members.

69. There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of

the putative classes that predominate over questions that may affect individual Class Members include, but are not limited to the following:

- a. whether Defendant misrepresented material facts concerning the Products on the label of every product;
- b. whether Defendant's conduct was unfair and/or deceptive;
- c. whether Defendant has been unjustly enriched as a result of the unlawful, fraudulent, and unfair conduct alleged in this Complaint such that it would be inequitable for Defendant to retain the benefits conferred upon them by Plaintiff and the Classes;
- d. whether Plaintiff and the Class are entitled to equitable and/or injunctive relief;
- e. whether Defendant breached express and implied warranties to Plaintiff and the Classes;
- f. whether Plaintiff and the classes have sustained damages with respect to the claims asserted, and if so, the proper measure of their damages.

70. Plaintiff's claims are typical of those of other Class Members because Plaintiff, like all members of the Classes, purchased Defendant's Products bearing the natural representations and Plaintiff sustained damages from Defendant's wrongful conduct.

71. Plaintiff will fairly and adequately protect the interests of the Classes and has retained counsel that is experienced in litigating complex class actions. Plaintiff has no interests which conflict with those of the classes.

72. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class Members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, making it impracticable for Class Members to individually seek redress for Defendant's wrongful conduct. Even if Class Members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

73. The prerequisites to maintaining a class action for equitable relief are met as Defendant has acted or refused to act on grounds generally applicable to the classes, thereby making appropriate equitable relief with respect to the classes as a whole.

74. The prosecution of separate actions by members of the classes would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another might not. Additionally, individual

actions could be dispositive of the interests of the classes even where certain Class Members are not parties to such actions.

## CAUSES OF ACTION

### COUNT I

#### **Violation of California’s Unfair Competition Law (“UCL”), CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

75. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

76. Plaintiff brings this Count individually and on behalf of the members of the Classes.

77. Defendant is subject to California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising ....”

78. Defendant violated the “unlawful” prong of the UCL by violating the False Advertising Law (“FAL”), as alleged herein.

79. Defendant’s misrepresentations and other conduct, described herein, violated the “unfair” prong of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct outweighs any alleged benefits.

80. Defendant violated the “fraudulent” prong of the UCL by misrepresenting that the Products are “natural” when, in fact, they are made with synthetic ingredients.

81. Plaintiff and the Class Members lost money or property as a result of Defendant's UCL violations because: because: (a) they would not have purchased the Products on the same terms if they knew that the Products were made with synthetic ingredients (b) they paid a substantial price premium compared to other cosmetic products due to Defendant's misrepresentations; and (c) the Products do not have the characteristics, uses, or benefits as promised.

82. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices, and to commence a corrective advertising campaign.

83. Plaintiff and the Class also seek an order for the restitution of all monies from the sale of the Products, which were unjustly acquired through acts of unlawful competition.

**COUNT II**  
**Violation of The False Advertising Law ("FAL"),**  
**CAL. BUS. & PROF. CODE §§ 17500, *et seq.***

84. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

85. Plaintiff brings this Count individually and on behalf of the members of the Classes.

86. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, ... in any advertising device ... or in any other manner or means whatever, including over the Internet, any statement,



concerning ... personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

87. Defendant committed acts of false advertising, as defined by §§17500, *et seq.*, by misrepresenting that the Products are “natural” when they are not.

88. Defendant knew or should have known through the exercise of reasonable care (i.e. pre-market testing) that its representations about the Products were untrue and misleading.

89. Defendant’s actions in violation of §§ 17500, *et seq.* were false and misleading such that the general public is and was likely to be deceived.

90. Plaintiff and the Class Members lost money or property as a result of Defendant’s FAL violations because: (a) they would not have purchased the Products on the same terms if they knew that the Products were made with synthetic ingredients; (b) they paid a substantial price premium compared to other cosmetic products due to Defendant’s misrepresentations; and (c) the Products do not have the characteristics, uses, or benefits as promised.

91. Defendant profited from the sale of the falsely and deceptively advertised Products to unwary consumers.

92. As a result, Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

93. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of himself and the Classes, seeks an order enjoining Defendant from continuing to engage in deceptive business practices, false advertising, and any other act prohibited by law, including those set forth in this Complaint.

**COUNT III**  
**Violation of the Maryland Consumer Protection Act,**  
**Maryland Code, Commercial Law Article, § 13-101, *et seq.***

94. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

95. Plaintiff brings this Count individually and on behalf of the members of the Maryland Class.

96. This cause of action is brought pursuant to the Maryland Consumer Protection Act (“MCPA”). MD Code Ann. §§ 13-101, *et seq.* The express purpose of the MCPA is to “set certain minimum statewide standards for the protection of consumers across the State” because “consumer protection is one of the major issues which confront all levels of government, and that there has been mounting concern over the increase of deceptive practices in connection with sales of merchandise, real property, and services and the extension of credit. MD Code Ann. §§ 13-102.

97. Plaintiff is a “consumer” as defined by the MCPA. MD Code Ann. §§ 13- 101(c)(1).

98. Defendant’s Products are “consumer goods” and “merchandise” within the meaning of the MCPA. MD Code Ann. §§ 13-101(d)(1)-(2),(f).

99. Defendant is a “merchant” engaged in sales, advertising, and commerce within the meaning of the MCPA. MD Code Ann. §§ 13-101.

100. The MCPA declares certain actions as unlawful “unfair or deceptive trade practices.” MD Code Ann. §§ 13-102. Defendant’s unfair or deceptive trade practice in violation of the MCPA includes making “[f]alse, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers”; representing that its “goods and services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have”; advertising consumer goods without the intent to sell them as advertised; and engaging in “[d]eception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection” with the promotion or sale of its consumer goods and services. MD Code Ann. §§ 13-103.

101. As set forth above, Defendant’s “natural” claims are deceptive, and misleading to consumers because Defendant’s Products are not “natural” because they contain synthetic ingredients.

102. Plaintiff has standing to pursue this claim because he has been injured by virtue of suffering a loss of money and/or property as a result of the wrongful conduct alleged herein. Plaintiff would not have purchased Defendant’s Products (or paid a premium for them) had he known the truth. As a direct result of Defendant’s misrepresentations of material facts, Plaintiff and Maryland Class Members did not obtain the value of the products for which they paid; were induced to make

purchases that they otherwise would not have; and lost their ability to make informed and reasoned purchasing decisions.

103. The damages suffered by Plaintiff and the Maryland Class were directly and proximately caused by the deceptive, misleading and unfair practices of Defendant as described above.

104. Plaintiff and the Maryland Class make claims for actual damages, statutory damages, attorney's fees and costs. MD Code Ann. §§ 13-408.

**RELIEF DEMANDED**

WHEREFORE, Plaintiff, individually and on behalf the Class Members, seeks judgment and relief against Defendant, as follows:

- a) For an order declaring: (i) this is a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the proposed Classes described herein; and (ii) appointing Plaintiff to serve as a representative for the Classes and Plaintiff's counsel to serve as Class Counsel;
- b) For an order enjoining Defendant from continuing to engage in the unlawful conduct set forth herein;
- c) For an order awarding restitution of the monies Defendant wrongfully acquired by their illegal and deceptive conduct;
- d) For an order requiring disgorgement of the monies Defendant wrongfully acquired by their illegal and deceptive conduct;

- e) For compensatory and punitive damages, including actual and statutory damages, arising from Defendant's wrongful conduct and illegal conduct;
- f) For an award of reasonable attorneys' fees and costs and expenses incurred in the course of prosecuting this action; and
- g) For such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMAND**

Plaintiff demands a jury trial on all causes of action so triable.

Dated: August 12, 2024

Respectfully submitted,

**THE KEETON FIRM LLC**

/s/ Steffan T. Keeton

Steffan T. Keeton, Esq.

100 S Commons Ste 102

Pittsburgh, PA 15212

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[stkeeton@keetonfirm.com](mailto:stkeeton@keetonfirm.com)

*Counsel for Plaintiff and the Proposed Class*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question, 4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**Case 1:24-cv-02332-RDB Document 1-1 Filed 08/12/24 Page 2 of 2**  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.





Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: