

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

SAM LAUER and REGINA BROOKSHIER,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

JOHN PAUL MITCHELL SYSTEMS,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

1. Plaintiffs Sam Lauer (“Plaintiff Lauer”) and Regina Brookshier (“Plaintiff Brookshier”) and, together with Plaintiff Lauer, the “Plaintiffs”), individually and on behalf of all others similarly situated, brings this Class Action Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the illegal actions of defendant John Paul Mitchell Systems (“JPMS” or “Defendant”) concerning unlawful, unfair and deceptive labeling of Defendant’s hair care products, with the designation and representation that the products are/were made and/or manufactured in the USA without clear and adequate qualification of the foreign ingredients and components contained therein, as required by federal rules and state law.

2. The unlawfully represented products are sold through various channels, including, but not limited to, direct-to-consumer sales on the Defendant’s website, third-party platforms such as Amazon.com (“Amazon”), professional hair care salons, and third-party merchants operating in brick-and-mortar stores like ULTA.

3. Plaintiffs allege as follows upon personal knowledge as to themselves and their own acts and experiences, and as to all other matters, upon information and belief, including investigation conducted by her attorneys.

4. As stated by the California Supreme Court in *Kwikset v. Superior Court* 51 Cal. 4th 310, 328-29 (2011):

Simply stated: labels matter. The marketing industry is based on the premise that labels matter, that consumers will choose one product over another similar product based on its label and various tangible and intangible qualities that may come to associate with a particular source. . . In particular . . . **the ‘Made in U.S.A.’ label matters.** A range of motivations may fuel this preference, from desire to support domestic jobs or labor conditions, to simply patriotism. The Legislature has recognized the materiality of this representation by specifically outlawing deceptive and fraudulent ‘Made in America’ representations. (Cal. Bus & Prof. Code section 17533.7; see also Cal. Civ. Code § 1770, subd. (a)(4) (prohibiting deceptive representations. Of geographic origin)). The objective of section 17533.7 “is to protect consumers from being misled when they purchase products in the belief that they are advancing the interest of the United States and the industries and workers. . . .” (emphasis added).

5. JPMS labels its products with a clear and unqualified statement that they are “Made in the USA,” which is prominently displayed on the product label and in product descriptions online. This claim appears on every product manufactured, sold, or distributed by the Defendant, across all brands under the JPMS umbrella, including the products purchased by the Plaintiffs.

6. Contrary to Defendant’s express representations, and its failure to clearly and adequately qualify those representations, the products purchased by Plaintiffs are substantially and materially composed of indispensable foreign ingredients and components.

7. Plaintiff Brookshier purchased one of JPMS’s best known products, its Tea Tree Special Shampoo (the “Brookshier Product”) which is labeled, marketed and sold to consumers as “Made in the USA”, as further discussed herein.

8. Similarly, Plaintiff Lauer purchased JPMS’s Tea Tree Lavender Mint Moisturizing Shampoo, Tea Tree Lavender Mint Moisturizing Conditioner, Tea Tree Special Invigorating Conditioner, Tea Tree Lemon Sage Thickening Shampoo, Tea Tree Lemon Sage Thickening Conditioner and Tea Tree Grooming Pomade (the “Lauer Products” and, together with the Brookshier Product, the “Products”), which too are labeled, marketed and sold to consumers as “Made in the USA.”

9. However, the Products are made with numerous ingredients and components, that are not grown, sourced or otherwise made in the United States.

10. In addition to the unqualified “Made in the USA” representation on the Products, JPMS’s other haircare products—including, but not limited to, those featured on its website¹ [and in **Exhibit B** filed herewith] (together with the Products, the “Class Products”)—also display the same unqualified “Made in the USA” representation or a similar unqualified U.S. origin claim.²

11. Defendant’s conduct of advertising and selling deceptively labeled products bearing the representation that such products are “Made in the USA” violates: (1) Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 Ill. Comp. Stat. 505/, *et seq.*; (2) Illinois Uniform Deceptive Trade Practices Act (“UDTPA”); (3) California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; (4) California’s Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*; (5) California’s False Advertising Law (“FAL”), Bus. & Prof. Code § 17500, *et seq.*; and constitutes (6) breach of express warranty; (7) unjust enrichment; (8) negligent misrepresentation; and (9) intentional misrepresentation.

¹ See <https://www.paulmitchell.com/all-products> (last visited March 6, 2025).

² References to “Made in the USA” in this Complaint shall encompass any synonymous representations indicating U.S. origin.

12. Such conduct is also in violation of 16 C.F.R. § 323 (Federal Trade Commission 2021) (the “MUSA Rule”).

13. This conduct caused Plaintiffs, and other similarly situated individuals, damages, and requires restitution and injunctive relief to remedy and prevent future harm.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this matter pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1332(d), because: (1) there is minimal diversity, including because Plaintiff Lauer is a citizen of the State of Illinois, and Defendant is a California corporation with its headquarters and principal place of business in California; (2) the amount in controversy in this matter exceeds \$5,000,000, exclusive of interest and costs; and (3) there are more than one hundred (100) people in the putative class.

15. Venue is proper in the United States District Court for the Northern District of Illinois pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff Lauer resides in the County of Cook, State of Illinois, which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; (iii) Defendant conducted business within this judicial district at all times relevant.

PARTIES

16. Plaintiff Lauer is, and at all times mentioned herein was, a natural person, an individual citizen and resident of the County of Cook, State of Illinois.

17. Plaintiff Brookshier is, and at all times mentioned herein was, a natural person, an individual citizen and resident of the County of San Bernardino, State of California.

18. Upon information and belief, Defendant is a corporation that is organized and exists under the laws of the State of California, with a principal place of business within the State of California located at 20705 Centre Pointe Parkway, Santa Clarita, California 91350.

19. Plaintiffs allege that at all times relevant herein Defendant conducted business within the State of Illinois, in the County of Cook, and within this judicial district.

20. Unless otherwise indicated, the use of Defendant's names in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the Defendant, respectively.

NATURE OF THE CASE

21. Founded in 1980, JPMS is one of the largest and most recognized hair care product companies in the United States, and potentially the world. Its annual revenue is estimated to exceed \$1 billion.³

22. Defendant sells the Class Products on its own website, as well as through third-party platforms, including but not limited to Amazon, Target.com, Walgreens.com, Ulta.com and Fragrancenet.com.

23. The Class Products are also available in retail and grocery stores such as Target, ULTA, Walgreens, CVS, and others, as well as in professional hair care salons for purchase by consumers for personal household use.

24. Defendant markets and sells a vast portfolio of hair care products for both women and men.

25. Given its expansive resources and operational sophistication, it is difficult to understand why Defendant so clearly violated the well-established laws, rules, and regulations surrounding

³ See https://en.wikipedia.org/wiki/John_Paul_Mitchell_Systems (last visited Fed. 10, 2025).

the use of “Made in the USA” or any derivative thereof, other than to deceive consumers and for its own personal financial gain.

26. At all times relevant, Defendant made and continues to make material misrepresentations regarding the Class Products.

27. Specifically, Defendant advertised, marketed, promoted, and sold the Class Products as “Made in the USA,” without disclosing the use of foreign ingredients and/or components, when in fact, this claim was false.

28. Although Defendant represented that the Class Products were “Made in the USA” without qualification, the Class Products are substantially made with ingredients and components sourced, grown, or manufactured outside the United States.

29. Each consumer, including Plaintiffs, was exposed to the same material misrepresentations, as similar labels were placed on all Class Products and/or contained in the description of the Class Products online that were sold—and currently sold—throughout the United States, including within Illinois and California.

30. Federal rules and regulations regarding the use of “Made in the United States” claims—including any synonymous claims, whether express or implied—are well-established and clearly defined with respect to products and services.

31. Specifically, the MUSA Rule clearly defines the meaning of “Made in the United States”, including synonymous phrases,⁴ as well as when it can be used without clear and adequate

⁴ See 16 C.F.R. § 323.1(a) (“The term Made in the United States means **any unqualified representation**, express or implied, **that a product or service**, or a specified component thereof, **is of U.S. origin**, including, but not limited to, a representation that such product or service is “made,” “manufactured,” “built,” “produced,” “created,” or “crafted” in the United States or in America, or any other unqualified U.S.-origin claim.”) (emphasis added).

qualification notifying consumers that the good or service in question contains or is made with ingredients or components that are not made or sourced in the United States.⁵

32. As a consequence of Defendant's unfair and deceptive practices, Plaintiffs and other similarly situated consumers purchased the Class Products under the false impression and in reliance upon Defendant's representations that the Class Products were actually made in the United States with ingredients and components sourced from within the United States.

33. As a result, Plaintiffs and other similarly situated consumers overpaid for the Class Products, purchased the Class Products over the products of competitors, and/or purchased the Class Products under the belief that the product they purchased was made in the United States and did not contain numerous ingredients and components from outside the United States.

34. Despite the clearly established and well-defined federal rules regarding "Made in the United States" claims, Defendant falsely, unfairly and deceptively advertised, marketed and sold the Class Products, including the Products purchased by Plaintiffs, as "Made in the USA" without clear and adequate qualification informing consumers of the presence of foreign ingredients and/or components as further discussed herein.

35. Had Plaintiffs and other consumers similarly situated been made aware that the Class Products contained a substantial amount of ingredients and/or components sourced from outside of the United States, they would not have purchased the Class Products.

36. As a result of Defendant's false, unfair, and deceptive statements and/or its failure to disclose the true nature of the Class Products, along with the other conduct described herein,

⁵ See 16 C.F.R. § 323.2 Prohibited Acts ("In connection with promoting or offering for sale any good or service, in or affecting commerce as "commerce" is defined in section 4 of the Federal Trade Commission Act, 15 U.S.C. 44, **it is an unfair or deceptive act or practice** within the meaning of section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. 45(a)(1), **to label any product as Made in the United States unless** the final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and **all or virtually all ingredients or components of the product are made and sourced in the United States.** (emphasis added).

Plaintiffs and similarly situated consumers purchased hundreds of thousands of units of the Class Products in Illinois and California, suffering, and continuing to suffer, harm, including the loss of money and/or property.

37. Defendant's conduct, as alleged herein, violates Illinois and California law, as detailed below.

38. This action seeks, among other things, equitable and injunctive relief; public injunctive relief; restitution of all amounts unlawfully retained by Defendant; and disgorgement of all ill-gotten profits resulting from Defendant's alleged wrongdoing.

39. Unless enjoined, Defendant's unfair, deceptive and unlawful conduct will continue into the future, and Plaintiff and class members will continue to suffer harm.

FACTUAL ALLEGATIONS

40. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Class Action Complaint as if fully stated herein, and further allege as follows:

41. Upon information and belief, Defendant is and was, at all relevant times, aware of the various federal and state laws, regulations, and rules governing the unqualified use of "Made in the USA" claims.

42. Defendant produces, markets, and advertises various products, including the Products purchased by Plaintiffs, as "Made in the USA," without clear or adequate qualification.

43. Regardless of where the Defendant placed its unqualified "Made in the USA" representations on the Class Products, these unqualified representations all violate the MUSA Rule as discussed above.

44. As a result of the Defendant's unqualified labeling of the Class Products as "Made in the USA," and upon information and belief, this claim was further disseminated through retailer

websites, including but not limited to Walgreens.com, JCPenney.com, Target.com, and FrangranceNet.com.

45. Below are non-exhaustive examples of the aforementioned representation appearing on third-party retailers' websites:

The screenshot shows the Walgreens website interface for Paul Mitchell Tea Tree Special Shampoo. The product is displayed with two bottles, one of which has a yellow arrow pointing to its back label. The price is \$19.99, and there are promotional codes for 15% and 20% off. Shipping options include Store Pickup, Same Day Delivery, and Shipping. The description section includes a list of benefits and a note that the product is made in the United States, with a yellow arrow pointing to this text.

Shop all Paul Mitchell

Paul Mitchell Tea Tree Special Shampoo, 10.14 fl oz

4.3 ★★★★★ 27

\$19.99

When ordered online

Extra 15% off \$35 Sitewide code MAR15 or Extra 20% off \$50 code MAR20

Store Pickup

In stock at 19501 BEACH BLVD, HUNTINGTON BEACH, CA 92648

Check other stores

Ready in as little as **30 minutes** if order placed by 9pm. Curbside or drive-thru pickup available. \$10 minimum order required. [Details](#)

1 **Add for pickup**

Same Day Delivery

As soon as 1 hour or schedule delivery.

Shipping

Arrives in 2-4 days

Save to shopping list

Description

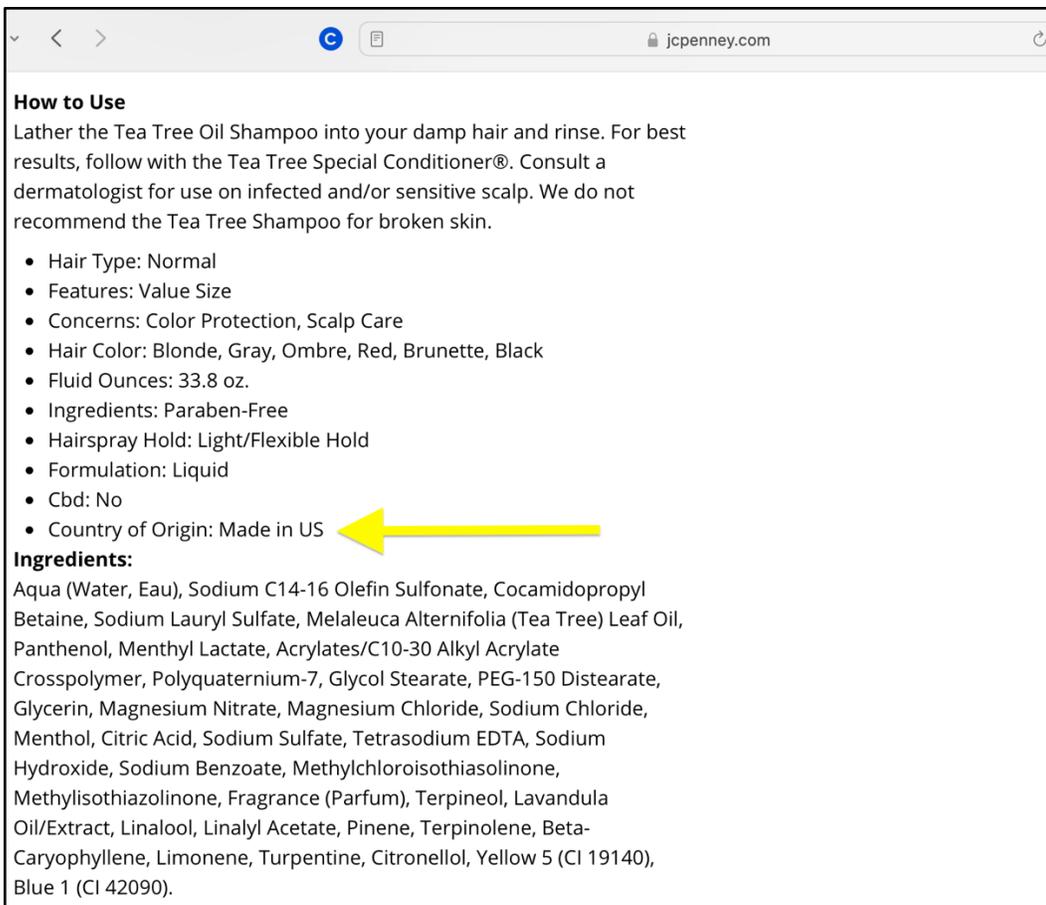
- Get a head start every morning
- With tea tree oil, peppermint & lavender
- Hair becomes fresh & clean

Ordinary shampoos need not apply! Get a head start every morning and experience the refreshing tingle of Tea Tree Special Shampoo. This #1 best-selling shampoo contains special ingredients and tea tree oil to help wash away impurities leaving hair fresh, clean, full of vitality and luster. Tea tree oil, peppermint and lavender invigorate the scalp and leave hair smelling great. Color safe and ideal for all hair types.

Made in United States

Wet hair before applying shampoo. Massage into hair then rinse and repeat.

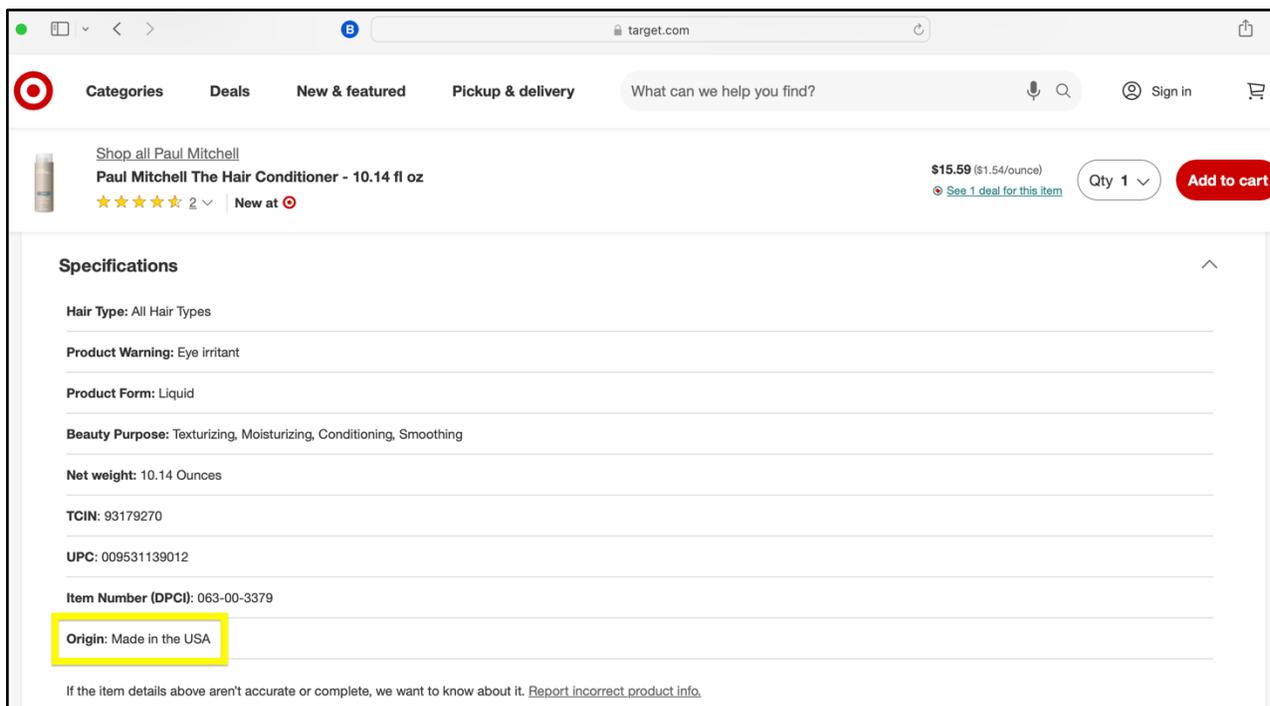
©John Paul Mitchell Systems



How to Use
Lather the Tea Tree Oil Shampoo into your damp hair and rinse. For best results, follow with the Tea Tree Special Conditioner®. Consult a dermatologist for use on infected and/or sensitive scalp. We do not recommend the Tea Tree Shampoo for broken skin.

- Hair Type: Normal
- Features: Value Size
- Concerns: Color Protection, Scalp Care
- Hair Color: Blonde, Gray, Ombre, Red, Brunette, Black
- Fluid Ounces: 33.8 oz.
- Ingredients: Paraben-Free
- Hairspray Hold: Light/Flexible Hold
- Formulation: Liquid
- Cbd: No
- Country of Origin: Made in US

Ingredients:
Aqua (Water, Eau), Sodium C14-16 Olefin Sulfonate, Cocamidopropyl Betaine, Sodium Lauryl Sulfate, Melaleuca Alternifolia (Tea Tree) Leaf Oil, Panthenol, Menthyl Lactate, Acrylates/C10-30 Alkyl Acrylate Crosspolymer, Polyquaternium-7, Glycol Stearate, PEG-150 Distearate, Glycerin, Magnesium Nitrate, Magnesium Chloride, Sodium Chloride, Menthol, Citric Acid, Sodium Sulfate, Tetrasodium EDTA, Sodium Hydroxide, Sodium Benzoate, Methylchloroisothiazolinone, Methylisothiazolinone, Fragrance (Parfum), Terpineol, Lavandula Oil/Extract, Linalool, Linalyl Acetate, Pinene, Terpinolene, Beta-Caryophyllene, Limonene, Turpentine, Citronellol, Yellow 5 (CI 19140), Blue 1 (CI 42090).



Specifications

- Hair Type:** All Hair Types
- Product Warning:** Eye irritant
- Product Form:** Liquid
- Beauty Purpose:** Texturizing, Moisturizing, Conditioning, Smoothing
- Net weight:** 10.14 Ounces
- TCIN:** 93179270
- UPC:** 009531139012
- Item Number (DPCI):** 063-00-3379
- Origin:** Made in the USA

If the item details above aren't accurate or complete, we want to know about it. [Report incorrect product info.](#)

The screenshot shows a product page for Paul Mitchell Tea Tree Lemon Sage Thickening Shampoo. The product is a 10.14 oz bottle. The price is \$14.94 with a coupon, and the original price is \$22.99. The product description includes: "Cure the a.m. blues with citrus refreshment that goes straight to your head. Zest up fine to normal hair with unique thickening agents. Natural extracts of uplifting lemon, soothing sage, tingly peppermint and tea tree oil invigorate and renew mind, spirit and hair. Safe for color treated hair. John Paul Mitchel Systems does not conduct or endorse animal testing. Made in USA". A yellow arrow points to the text "Made in USA".

46. In the case of the Class Products, Defendant's unqualified claim is displayed in clearly legible, contrasting font on product labels.

47. Below is an example of the aforementioned representation that appears on the packaging of the Class Products:



48. This representation is prominently displayed on the packaging of nearly every Class Product.

49. As a result of Defendant’s unfair and deceptive labeling, the Class Products are also marketed online with the unqualified representation of being “Made in the USA” in online advertising and product descriptions where the Class Products are sold.

50. As a result of the unqualified U.S. origin claims on the Class Products’ packaging and in advertising / product descriptions, consumers have been misled for years, leading to both initial and repeat purchases of products they believed were made in the United States with ingredients and components sourced from the U.S.

51. Despite the clear and unqualified claim that the Class Products were “Made in the USA,” they are substantially made with foreign ingredients and/or components, a fact that is not properly disclosed on the label, as required by the MUSA Rule and state law.

52. For example, the Products purchased by the Plaintiffs all contain tea tree oil—the namesake and key ingredient of Defendant’s Tea Tree product line—which is not sourced from the United

States.⁶ Nevertheless, each and every container of Defendant's tea tree products claims to be "Made in the USA" without any qualification.

53. In addition to foreign tea tree oil, Defendant's Tea Tree Special Shampoo (the Brookshier Product) contains *Simmondsia chinensis* (jojoba), which is not from the United States.⁷

54. Upon information and belief, the Products also contain additional ingredients and components that are not sourced from the United States, including but not limited to *Anthemis nobilis* flower extract and *Ascophyllum nodosum* extract.

55. Foreign jojoba also appears in numerous other products of Defendant including, but not limited to, Soft Style Soft Spray, Fast Form Styling Cream-Gel, Instant Moisture Shampoo, Awapuhi Shampoo, The Conditioner, Tea Tree Special Conditioner and The Detangler Conditioner, among other products, yet each are labeled and sold as "Made in the USA" without qualification.

56. Similarly, Defendant's MVRCK by MITCH Beard Oil prominently states "Made in the USA", without qualification, on the back panel, yet it contains shea butter that is not sourced from the United States.⁸

57. Upon information and belief, the MVRCK by MITCH also contains additional ingredients and components that are not sourced from the United States.

⁶ See https://en.wikipedia.org/wiki/Melaleuca_alternifolia ("Endemic to Australia, it occurs in southeast Queensland and the north coast and adjacent ranges of New South Wales where it grows along streams and on swampy flats, and is often the dominant species where it occurs.") (last visited March 6, 2025).

⁷ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Jojoba seeds. According to the Food and Agriculture Organization of the United Nations, jojoba is not produced in commercial quantities in the United States.)

⁸ See <https://en.wikipedia.org/wiki/Vitellaria> (The distribution map shows that the shea tree grows exclusively in Africa.) (last visited March 6, 2025).

58. Defendant's MITCH Heavy Hitter Daily Deep Cleansing Shampoo contains foreign agave, yet it is sold with the unqualified representation of being "Made in the USA."⁹

59. Numerous other products from the Defendant make the same unqualified "Made in the USA" claims despite containing foreign ingredients.

60. Defendant's misrepresentations regarding the Class Products being "Made in the USA," without qualification, are widespread across all of Defendant's products, and continue to be made, without clear and adequate qualification, as of the filing of this Complaint.

61. Some of the ingredients, components, and even packaging used by Defendant can be sourced either domestically or internationally—and since this information is exclusively known to Defendant at this time—Plaintiffs cannot fully allege the extent of Defendant's unqualified "Made in the USA" violations without further discovery. Nevertheless, Defendant's blatant and willful disregard for the laws discussed herein is well established by the aforementioned, non-exhaustive examples.

62. By failing to disclose the use of foreign ingredients and components, Defendant has unfairly and deceptively misrepresented the Class Products as being of purely U.S. origin.

63. Defendant possesses superior knowledge of the true facts, which were not disclosed, thereby tolling the applicable statute of limitations.

64. Most consumers have limited awareness that products—along with their ingredients and components—labeled as made in the United States may, in fact, contain ingredients or components sourced, grown, or manufactured in foreign countries.

⁹ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Agave fibers, raw. According to the Food and Agriculture Organization of the United Nations, agave is not produced in commercial quantities in the United States.)

65. This is a material factor in many purchasing decisions, as consumers believe they are buying superior goods while supporting American companies and jobs.

66. American consumers generally perceive products, ingredients, and components of U.S. origin as being of higher quality than their foreign counterparts.

67. On information and belief, Defendant either charged a premium for the Class Products compared to its competitors or gained a competitive advantage by having the Class Products chosen over others based on false, unqualified “Made in the USA” claims. Federal rules and state laws are designed to protect consumers from such false representations and predatory conduct.

FACTS SPECIFIC TO PLAINTIFF SAM LAUER

68. Plaintiff Lauer is a regular user of Defendant’s hair care products and had read, believed, and relied upon Defendant’s unqualified claim that its products were “Made in the USA” when making previous purchases.

69. On or about August 28, 2024, Plaintiff Lauer searched online from his home in Cook County, Illinois, looking to purchase various hair care products.

70. While searching online, Plaintiff Lauer found the Lauer Products advertised for sale on FragranceNet.com.

71. Below the picture of each of the Lauer Products that Plaintiff Lauer viewed on FragranceNet.com was the unqualified representation in the Product Description stating that the Lauer Products were “Made in USA,” reaffirming Plaintiff Lauer’s prior belief.

72. Relying on the unqualified “Made in USA” representation in the Lauer Products’ description—as any reasonable consumer would—and seeking to purchase a product made in the United States with U.S. ingredients, especially given that it is a hair care product, Plaintiff Lauer purchased Defendant’s Tea Tree Lavender Mint Moisturizing Shampoo (10.14 oz) for \$19.59, the

Tea Tree Lemon Sage Thickening Shampoo (10.14 oz) for \$16.09, the Tea Tree Lemon Sage Thickening Conditioner (33.8 oz) for \$38.49 and the Tea Tree Grooming Pomade (3 oz) for \$20.99, before tax and shipping for his personal use.

73. Continuing to believe that Defendant's products were indeed "Made in USA" without foreign ingredients or components, on November 10, 2024, Plaintiff Lauer again purchased Defendant's Tea Tree Lavender Mint Moisturizing Shampoo (33.8 oz) for \$59.99 (excluding shipping and tax) and Defendant's Tea Tree Lemon Sage Thickening Shampoo (33.8 oz) for \$56.99 (excluding shipping and tax) for his personal use from FragranceNet.com.

74. Under the same impression that Defendant's products, and their ingredients, were of U.S. origin, on February 12, 2025, Plaintiff Lauer purchased Defendant's Tea Tree Lavender Mint Moisturizing Conditioner (33.8 oz) for \$38.99 (excluding shipping and tax) and Defendant's Tea Tree Lemon Special Invigorating Conditioner (33.8 oz) for \$35.74 (excluding shipping and tax) for his personal use from FragranceNet.com.

FACTS SPECIFIC TO PLAINTIFF REGINA BROOKSHIER

75. On or about June 28, 2024, Plaintiff Brookshier visited the ULTA store at 12188 Foothill Boulevard, Suite 100, Rancho Cucamonga, California 91739 seeking to purchase hair care products, among other items, for her personal use.

76. While browsing various hair care products, the Plaintiff Brookshier noticed the Brookshier Product displayed for sale.

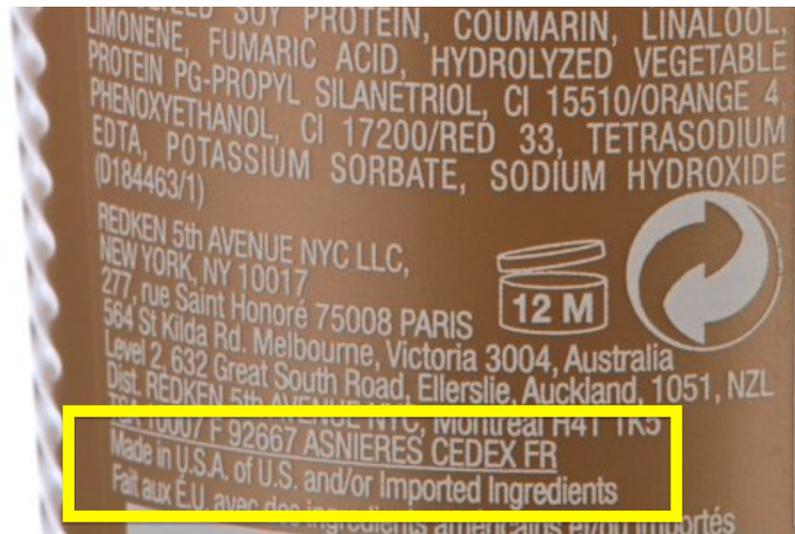
77. Upon reviewing the label and ingredients, Plaintiff Brookshier observed that the statement "Made in the USA" appeared on the back of the packaging, without qualification, despite the inclusion of foreign ingredients in its formulation.

78. Relying on the unqualified “Made in the USA” representation on the Brookshier Product—as any reasonable consumer would—and seeking to purchase a product made in the United States with U.S. ingredients, especially given that it is a hair care product, Plaintiff Brookshier purchased the Brookshier Product for \$34.99 (excluding tax) from ULTA for her personal use.

79. Plaintiffs’ reliance on Defendant’s unqualified “Made in the USA” representation was reasonable, as consumers are accustomed to seeing disclosures like “Made in the USA with globally sourced ingredients” or similar qualified variations on product packaging—if and when such U.S. origin claims are made.

80. For example, Defendant’s competitors, including but not limited to OGX, Giovanni, and Redken, clearly and adequately qualify their “Made in the USA” claims, thereby not deceiving consumers. Below are non-exhaustive examples of such qualified claims:





81. When consumers encounter an unqualified “Made in the USA” or similar claim, they reasonably assume the product contains no foreign-sourced ingredients or components.

82. Defendant’s representations regarding the Class Products were unfair, deceptive, and misleading, as the Class Products were actually made with and/or contained ingredients or components sourced, grown, or manufactured outside the United States.

83. Accordingly, Defendant is not entitled to lawfully make unqualified representations that the products were “Made in the USA.”

84. Such unqualified representations that the Products were made in the USA were material to Plaintiffs' decision to purchase the Products.

85. Indeed, in deciding to purchase the Products, Plaintiffs relied on the labeling, marketing, and/or advertising (including product description) prepared and approved by Defendant and its agents, as disseminated through the Class Products' packaging and product descriptions containing the misrepresentations alleged herein.

86. Had the Plaintiffs known that the Products, the Class Products, and their ingredients and/or components were not actually of U.S. origin, they would not have purchased the Products.

87. In other words, Plaintiffs would not have purchased the Products but for the unqualified "Made in the USA" claim on the Products and Class Products.

88. As a result, Plaintiffs were harmed because Defendant took Plaintiffs' money due to its false, unqualified, unfair, and deceptive "Made in the USA" representations on the Products and Class Products, and within the description of the Products online.

89. Each time Plaintiffs and putative Class members purchased a Class Product, they relied on Defendant's unqualified U.S. origin representations in their purchasing decisions, as is typical of most U.S. consumers.

90. Consequently, Plaintiffs and other similarly situated consumers were deceived by Defendant's actions.

91. Plaintiffs believed, at the time of purchase, that the Products were of superior quality and that they were supporting U.S. jobs, the U.S. economy, the environment, and ethical working conditions by purchasing a product made with U.S.-sourced ingredients, rather than ingredients sourced, grown, or made outside the United States.

92. Ingredients and components grown or manufactured in the USA are subject to strict regulatory requirements, including, but not limited to, agricultural, environmental, labor, safety, ethical, and quality standards.

93. Foreign sourced, grown, or manufactured ingredients and components are not subject to the same U.S. standards and may pose greater risks to consumers, the environment, and the U.S. economy.

94. This concern is especially significant for products intended for topical use, such as hair care products.

95. Additionally, foreign-sourced, grown, or manufactured ingredients and components are generally of lower quality and less reliable than their U.S. origin counterparts.

96. False, unqualified, unfair and deceptive representation that products are “Made in the USA” reduces overall customer satisfaction compared to if such products were genuinely made in the U.S. using ingredients and components sourced, grown, or made domestically.

97. Upon information and belief, the Class Products, including the Products purchased by Plaintiffs, contain foreign ingredients and are not worth the purchase price paid by Plaintiffs and putative Class members.

98. The precise amount of damages will be proven at the time of trial.

99. Plaintiffs and Class members were harmed as a result of Defendant’s false, unqualified, unfair and deceptive “Made in the USA” representations alleged herein.

100. Plaintiffs want to purchase the Class Products again, but they cannot be certain that they would not be misled again in the future unless and until Defendant makes appropriate changes to its Class Products’ labeling and marketing as is requested herein.

101. This false, unfair, and deceptive advertising of the Class Products by Defendant presents an ongoing threat to consumers, as Defendant's conduct continues to this day.

CLASS ALLEGATIONS

102. Plaintiffs bring this action on behalf of themselves, and all others similarly situated.

103. Plaintiff Lauer is a member of and seeks to represent an Illinois Class, pursuant to Federal Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:

All persons in Illinois who purchased one or more of the Class Products labeled "Made in the USA" or any derivative thereof on the product, packaging or product description, and that were made with or contained ingredients or components not grown or manufactured in the USA, within four years prior to the filing of this Complaint.

104. Plaintiff Brookshier is a member of and seeks to represent a California Class, pursuant to Federal Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:

All persons in California who purchased one or more of the Class Products labeled "Made in the USA" or any derivative thereof on the product or packaging or product description, and that were made with or contained ingredients or components not grown or manufactured in the USA, within four years prior to the filing of this Complaint.

105. The Illinois Class and the California Class are referred to herein jointly as the "Class."

106. Excluded from the Class are Defendant's officers, directors, and employees; any entity in which Defendant have a controlling interest; and the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Further excluded from the Class are members of the judiciary to whom this case is assigned, their families, and members of their staff.

107. Plaintiffs reserve the right to modify the proposed Class definitions, including but not limited to expanding the Class to protect additional individuals and to assert additional sub-classes as warranted by additional investigation.

108. Numerosity: The members of the Class are so numerous that joinder of all of them is impracticable. While the exact number of members of the Class is unknown to Plaintiffs at this time, based on information and belief, the Class consists of thousands of individuals within Illinois and California.

109. Commonality: There are questions of law and fact common to the Class, which predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:

- a. The nature, scope, and operations of the wrongful practices of Defendant;
- b. Whether Class Products are or have been represented as being of U.S. origin without clear and adequate qualification;
- c. Whether Defendant negligently or intentionally misrepresented or omitted the fact that the Class Products, including the Products purchased by the Plaintiffs and other Class members, were sold illegally in Illinois and/or California;
- d. Whether Defendant knew or should have known that its business practices were unfair, deceptive and/or unlawful;
- e. Whether the conduct of Defendant violated the ICFA;
- f. Whether the conduct of Defendant violated the UDTPA;
- g. Whether the conduct of Defendant violated the CLRA;
- h. Whether the conduct of Defendant violated the FAL;
- i. Whether the conduct of Defendant was “unlawful” as that term is defined in the UCL;
- j. Whether the conduct of Defendant was “unfair” as that term is defined in the UCL;
- k. Whether the conduct of Defendant was “fraudulent” as that term is defined in the UCL;

- l. Whether the conduct of Defendant was “unfair, deceptive, untrue or misleading” as those terms are defined in the UCL;
- m. Whether Defendant was unjustly enriched by its unlawful, unfair and deceptive business practices;
- n. Whether Plaintiffs and members of the Class suffered monetary damages as a result of Defendant’s conduct and, if so, the appropriate amount of damages; and
- o. Whether Plaintiffs and members of the Class are entitled to injunctive relief, including public injunctive relief.

110. Typicality: Plaintiffs’ claims are typical of those of the Class. Plaintiffs and all members of the Class have been injured by the same wrongful practices of Defendant. Plaintiffs’ claims arise from the same course of conduct that gave rise to the claims of the Class and are based on the same legal theories in that Plaintiffs purchased one or more Class Products from Defendant that were represented and/or advertised as being “Made in the USA,” or any derivative thereof, without clear and adequate qualification.

111. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of members of the Class. Plaintiffs’ Counsel are competent and experienced in litigating consumer class actions. Plaintiffs have retained counsel experienced in consumer protection law, including complex class action litigation involving unfair business practices. Plaintiffs have no adverse or antagonistic interests to those of the Class and will fairly and adequately protect the interests of the Class. Plaintiffs’ attorneys are aware of no interests adverse or antagonistic to those of Plaintiffs and the proposed Class.

112. Predominance: Defendant has engaged in a common course of conduct toward Plaintiffs and members of the Class, in that Plaintiffs and members of the Class were induced to purchase the Class Products.

113. The common issues arising from Defendant's conduct affecting members of the Class set out above predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

114. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a class action, most members of the Class would likely find that the cost of litigating their individual claims is prohibitively high and would therefore have no effective remedy.

115. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant. In contrast, the conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

116. Unless the Class is certified, Defendant will retain monies received as a result of Defendant's unlawful, unfair and deceptive conduct alleged herein. Unless a class-wide injunction is issued, Defendant will also likely continue to advertise, market, label, promote and package the Class Products in an unlawful, unfair, deceptive and misleading manner, and members of the Class will continue to be deceived, misled, harmed, and denied their rights under Illinois and California law.

117. Defendant has acted on grounds that apply generally to the Class, so that Class certification is appropriate.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 Ill. Comp. Stat. 505/1, *et seq.*

(On Behalf of Plaintiff Lauer and the Illinois Class)

118. Plaintiff Lauer re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further alleges as follows:

119. Pursuant to the Illinois Consumer Fraud Act (815 ILCS 505/1, *et seq.*), it is unlawful for any person, including a corporation, to engage in deceptive or unfair acts or practices in the conduct of any trade or commerce.

120. Under the Consumer Fraud Act:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. **In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.** (emphasis added).

121. Thus, to determine whether the Class Products may be lawfully labeled and advertised with the unqualified statement of origin claim, such as "Made in the USA," Illinois law requires a court to look to federal law under the Federal Trade Commission Act, including the regulations (such as the MUSA Rule) and decisions of the Federal Trade Commission.

122. As alleged herein, Defendants has engaged in unfair and deceptive acts or practices in violation of the Illinois Consumer Fraud Act (and the MUSA Rule) by representing that the Class Products are "Made in the USA" without clear and adequate qualification, despite containing ingredients and/or components that are sourced, grown, or manufactured in foreign countries.

123. Additionally, the deceptive or unfair practice occurred in the course of conduct involving trade or commerce as it involved the sale of goods to consumers.

124. Defendant intended for Plaintiff Lauer and the Illinois Class to rely on these representations, including because product descriptions and labels claiming that the Class Products were “Made in USA” were approved and disseminated by Defendant and its agents as a result of Defendant’s actions. Defendant unequivocally holds the Class Products out as being “Made in the USA”, without qualification, in order to induce consumers into purchasing the Class Products and/or paying a premium for the Class Products.

125. As a direct and proximate result of Defendant’s deceptive and unfair acts, Plaintiff Lauer and the Illinois Class have suffered actual damage in the form of monies paid because: (a) they would not have purchased the Class Products on the same terms absent Defendant’s unlawful, unfair and deceptive conduct as set forth herein; (b) they paid a price premium for the Class Products or chose them over competing products due to Defendant’s misrepresentations and deceptive packaging, which falsely claimed the products were “Made in the USA,” without qualification; and (c) the Class Products contained foreign ingredients and components that were not properly disclosed. Simply put, but for Defendant’s deceptive and unfair acts in labeling and holding out the Class Products (including in their online product descriptions) to be “Made in the USA”, Plaintiff Lauer and the Illinois Class would not have purchased the Class Products.

126. Plaintiff Lauer and the Illinois Class request that the Court enter judgment against Defendant for actual damages, punitive damages, injunctive relief to prevent future violations of the Illinois Consumer Fraud Act, attorneys’ fees, and costs, as well as any other relief the Court deems just and proper under 815 ILCS 505/10a(c).

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SECOND CAUSE OF ACTION

**Violations of Illinois Uniform Deceptive Trade Practices Act (“UDTPA”)
(On Behalf of Plaintiff Lauer and the Illinois Class)**

127. Plaintiff Lauer re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further alleges as follows:

128. Under the UDTPA, “[a] person likely to be damaged by a deceptive trade practice of another may be granted injunctive relief upon terms that the court considers reasonable.” 815 ILCS 510/3. “Proof of monetary damage, loss of profits or intent to deceive is not required.” *Id.*

129. Defendant engaged in deceptive trade practices in the course of its business that was likely to cause confusion and/or or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services (as Plaintiff Lauer and the Illinois Class were led to believe the Class Products did not contain foreign ingredients or components).

130. Defendant also represented that the Class Products have characteristics, ingredients and/or benefits that they do not have.

131. As explained herein, Plaintiff Lauer and the Illinois Class were harmed by Defendant’s deceptive trade practices when Defendant represented that the Class Products are “Made in the USA” without clear and adequate qualification, despite containing ingredients and/or components that are sourced, grown, or manufactured in foreign countries.

132. As a direct and proximate result of Defendant’s deceptive trade practices, Plaintiff Lauer and the Illinois Class have suffered actual damage in the form of monies paid because: (a) they would not have purchased the Class Products on the same terms absent Defendant’s unlawful, unfair and deceptive conduct as set forth herein; (b) they paid a price premium for the Class Products or chose them over competing products due to Defendant’s misrepresentations and deceptive packaging, which falsely claimed the products were “Made in the USA,” without

qualification; and (c) the Class Products contained foreign ingredients and/or components that were not properly disclosed.

133. Plaintiff Lauer wants to purchase the Class Products again, but he cannot be certain that he would not be misled again in the future unless and until Defendant makes appropriate changes to its Class Products' labeling and marketing as is requested herein.

134. Plaintiff Lauer and the Illinois Class request that the Court enter judgment against Defendant for injunctive relief to prevent future violations of the Uniform Deceptive Trade Practices Act in accordance with 815 ILCS 510/3 as well as attorneys' fees and costs for willful violations of the UDTCPA.

THIRD CAUSE OF ACTION
Violations of the Consumer Legal Remedies Act ("CLRA")
(Cal. Civ. Code § 1750, *et seq.*)
(On Behalf of Plaintiff Brookshier and the California Class)

135. Plaintiff Brookshier re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further alleges as follows:

136. California Civil Code Section 1750, *et seq.*, entitled the Consumers Legal Remedies Act ("CLRA"), provides a list of "unfair or deceptive" practices in a "transaction" relating to the sale of "goods" or "services" to a "consumer."

137. The Legislature's intent in promulgating the CLRA is expressed in Civil Code Section 1760, which provides, *inter alia*, that its terms are to be: Construed liberally and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protections.

138. Defendant's actions, representations, and conduct have violated, and continue to violate the CLRA because they extend to transactions that intended to result, or which have resulted in the sale of hair care products to consumers.

139. Plaintiff Brookshier and the California Class members are not sophisticated experts with independent knowledge of ingredient sourcing, product labeling and marketing practices.

140. Plaintiff Brookshier and the California Class members are California consumers who purchased Class Products for personal, family or household purposes.

141. Defendant is a “person” as defined by Cal. Civ. Code § 1761(c).

142. The Class Products that Plaintiff Brookshier and other California Class members purchased from Defendant or its agents constitute “goods” as defined pursuant to Civil Code Section 1761(a).

143. Plaintiff Brookshier and the Class members are each a “consumer” as defined pursuant to Civil Code Section 1761(d).

144. Each of Plaintiff Brookshier’s and the Class members’ purchases of Defendant’s products constituted a “transaction” as defined pursuant to Civil Code Section 1761(e).

145. Civil Code Section 1770(a)(2), (4), (5), (7) and (9) of the CLRA provides that:

The following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful:

(2) [m]isrepresenting the source, sponsorship, approval, or certification of goods or services;

(4) [u]sing deceptive representations or designations of geographic origin in connection with goods or services;

(5) [r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have;

(7) [r]epresenting that goods or services are of a particular standard, quality, or grade...; [and]

(9) [a]dvertising goods or services with intent not to sell them as advertised.

146. Defendant failed to comply with Civil Code Section 1770(a)(2), (4), (5), (7) and (9) by marketing and representing that its Class Products are “Made in the USA,” without

qualification, when in fact they actually contain foreign sourced, grown or made ingredients and/or components.

147. Plaintiff Brookshier further alleges that the Defendant committed these acts with full awareness of the harm it would cause and engaged in such unfair and deceptive conduct despite this knowledge.

148. Defendant knew or should have known that its representations about the Class Products, as described herein, violated federal regulations and state laws, including consumer protection laws, and that these statements would be relied upon by the Plaintiff Brookshier and Class members.

149. As a direct and proximate result of Defendant's violations of Cal. Civ. Code §§ 1750, *et seq.*, Plaintiff Brookshier and each Class member have suffered harm by paying money to Defendant for the Class Products, which they would not have purchased had they known the products were unlawfully, unfairly, and deceptively labeled and contained foreign ingredients.

150. Plaintiff Brookshier and the Class suffered monetary harm caused by Defendant because (a) they would not have purchased the Class Products on the same terms absent Defendant's unlawful, unfair and deceptive conduct as set forth herein; (b) they paid a price premium for the Class Products or chose them over competing products due to Defendant's misrepresentations and deceptive packaging, which falsely claimed the products were "Made in the USA," without qualification; and (c) the Class Products contained foreign ingredients and/or components that were not properly disclosed.

151. Plaintiff Brookshier was therefore harmed because her money was taken by Defendant as a result of Defendant's false and unqualified "Made in the USA" representation set forth on the labels of the Class Products.

152. Plaintiff Brookshier and Class members reasonably relied upon Defendant's representations regarding the Class Products, and Plaintiff Brookshier and the Class reasonably expected that the Class Products would not be unlawfully labeled in a unfair, deceptive and misleading manner.

153. Thus, Plaintiff Brookshier and the Class reasonably relied to their detriment on Defendant's unfair, deceptive and misleading representations.

154. Pursuant to California Civil Code § 1782(a), on or about October 17, 2024, Plaintiff Brookshier sent Defendant a notice and demand for corrective action (the "CLRA Demand") via certified mail, informing Defendant of its violations of the CLRA and demanding that they cease and desist from such violations, as well as make full restitution by refunding all monies received in connection therewith.

155. As the alleged violations were not cured by Defendant within 30 days of the CLRA Demand and remain unaddressed, Plaintiff Brookshier on behalf of herself and the Class, seeks damages and attorneys' fees pursuant to California Civil Code § 1782(d).

156. As a direct and proximate result of Defendant's violations of the CLRA, Plaintiff Brookshier and members of the Class are entitled to a declaration that Defendant violated the Consumer Legal Remedies Act.

157. Under Cal. Civ. Code § 1780(a) and (b), Plaintiff Brookshier and the putative Class are entitled to, and hereby seek, injunctive relief to prohibit such conduct in the future, as well as damages.

158. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff Brookshier pursuant to Cal. Civ. Code § 1780(d).

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FOURTH CAUSE OF ACTION
Violations of California’s Unfair Competition Law (“UCL”)
(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
(On Behalf of Plaintiff Brookshier and the California Class)

159. Plaintiff Brookshier re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further alleges as follows:

160. Plaintiff Brookshier brings this claim individually and on behalf of the Class for Defendant’s violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

161. Plaintiff Brookshier and Defendant are each “person[s]” as defined by California Business & Professions Code § 17201.

162. California Business & Professions Code § 17204 authorizes a private right of action on both an individual and representative basis.

163. “Unfair competition” is defined by Business and Professions Code Section § 17200 as encompassing several types of business “wrongs,” four of which are at issue here: (1) an “unlawful” business act or practice, (2) an “unfair” business act or practice, (3) a “fraudulent” business act or practice, and (4) “unfair, deceptive, untrue or misleading advertising.”

164. The definitions in § 17200 are drafted in the disjunctive, meaning that each of these “wrongs” operates independently from the others.

165. Through the conduct alleged in detail above and herein, Defendant engaged in unlawful, unfair, deceptive and/or fraudulent business practices in violation of Bus. & Prof. Code § 17200, *et seq.*

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A. “Unlawful” Prong

166. Defendant has committed acts of unfair competition, including those described above, by engaging in a pattern of “unlawful” business practices, within the meaning of Bus. & Prof. Code § 17200, *et seq.*

167. Defendant is alleged to have violated California law because the Class Products are advertised and labeled as “Made in the USA,” without qualification, when in fact they contain foreign ingredients.

168. Specifically, by manufacturing, distributing, and/or marketing the Class Products with false, unfair, deceptive and unqualified “Made in the USA” claims, Defendant is in violation of, at a minimum: (1) The CLRA; (2) the FAL; and (3) California’s Made in the USA Statute, Bus. & Prof. Code §§ 17533.7; and/or the federal Made in USA Labeling Rule, 16 C.F.R. Part 323.

169. Defendant falsely, unfairly and deceptively represents that the Class Products are “Made in the USA” without clear and adequate qualification, despite containing ingredients and/or components that are sourced, grown, or manufactured in foreign countries.

170. Defendant has other reasonably available alternatives to further its business interests, aside from the unlawful conduct described herein, such as truthfully labeling the Class Products with clear and adequate qualifications of the foreign ingredients and components used therein.

171. Instead, Defendant deliberately and deceptively misled consumers through unlawful and unfair practices for its own economic gain.

172. Plaintiff Brookshier and Class members reserve the right to allege additional violations of law that constitute unlawful business practices or acts, as such conduct is ongoing and continues to this day.

B. “Unfair” Prong

173. Defendant has engaged in acts of unfair competition prohibited by Bus. & Prof. Code § 17200, *et seq.*

174. The Defendant engaged in a pattern of unfair business practices that violate both the letter and intent of the rules, regulations, and laws governing “Made in the USA” claims. Specifically, it employed conduct and practices that either threaten or directly violate these laws by manufacturing, distributing, and/or marketing the Class Products with unqualified, unfair, and deceptive “Made in the USA” claims. These actions constitute violations of the CLRA and both federal and state “Made in the USA” statutes.

175. Additionally, Defendant engaged in a pattern of unfair business practices that violate the wording and intent of the aforementioned statutes. These practices, which are immoral, unethical, and unscrupulous, have caused harm to consumers and run counter to public policy. The utility of such conduct, if any, is far outweighed by the damage it causes, particularly through the manufacturing, distribution, and/or marketing of the Class Products with unqualified, unfair, and deceptive "Made in the USA" claims.

176. Defendant also engaged in a pattern of unfair business practices that violate the wording and intent of the aforementioned statutes. This conduct includes, but is not limited to, manufacturing, distributing, marketing, and/or advertising the Class Products with unqualified, unfair, and deceptive U.S. origin claims. As a result: (1) the injury to consumers was substantial; (2) the injury was not outweighed by any countervailing benefits to consumers or competition; and (3) the injury was one that consumers could not have reasonably avoided.

177. Without limitation, Defendant’s knowing mislabeling of the Class Products constitutes an unfair and deceptive business practice, misleading consumers into believing they

are purchasing products made in the United States without foreign ingredients. As a result, Plaintiff could not have reasonably avoided the injury caused.

178. Plaintiff reserves the right to allege additional conduct that constitutes further unfair business acts or practices.

C. “Fraudulent” Prong

179. Defendant violated the “fraudulent” prong of the UCL by misleading Plaintiff Brookshier and the Class to believe that the Class Products were made in the United States with ingredients and components sourced from the U.S.

180. Particularly, the Class Products, including the Brookshier Product purchased by Plaintiff Brookshier state on the packaging and bottles that they are “Made in the USA” without any qualification, even though the Class Products contain ingredients and components not sourced from the U.S.

181. Relying on the unqualified “Made in the USA” language found on the Brookshier Product’s packaging and label, Plaintiff Brookshier purchased the Brookshier Product.

182. Like Plaintiff Brookshier and Class members purchased the Class Products in reliance on the unqualified “Made in the USA” or similar language found on the Class Products’ labels.

183. Plaintiff Brookshier and the Class are not sophisticated experts in ingredient sourcing, product labeling, or marketing practices of the Class Products. They acted reasonably in purchasing the Class Products based on their belief that Defendant’s unqualified representations were truthful and lawful.

184. Plaintiff Brookshier reserves the right to allege additional conduct that constitutes further fraudulent business acts or practices.

D. “Unfair, Deceptive, Untrue or Misleading Advertising” Prong

185. In addition, Defendant’s advertising is unfair, deceptive, untrue, and misleading, as it leads consumers to believe that the Class Products are “Made in the USA,” without clear and adequate qualification, despite containing foreign-sourced, grown, or manufactured ingredients and/or components.

186. Plaintiff Brookshier, as a reasonable consumer, and the public would likely be, and in fact were, deceived and misled by Defendant’s labeling and marketing. They would, and did, interpret Defendant’s unqualified representations according to their ordinary meaning—that the products are made in the USA without foreign ingredients or components.

187. Plaintiff Brookshier and the Class are not sophisticated experts in ingredient sourcing, product labeling, or marketing practices of the Class Products. They acted reasonably in purchasing the Class Products based on their belief that Defendant’s unqualified representations were truthful and lawful.

188. Plaintiff Brookshier and the Class lost money or property as a result of Defendant’s UCL violations because, at a minimum: (a) they would not have purchased the Class Products on the same terms had they known the true facts about Defendant’s misrepresentations; (b) they paid a price premium for the Class Products due to Defendant’s misrepresentations; and (c) the Class Products were not made in the USA with U.S.-sourced ingredients and components as represented.

189. Defendant’s alleged unlawful, unfair, untrue, and deceptive business practices, along with their unfair, deceptive, untrue, or misleading advertising, present a continuing threat to the public as Defendant continues to engage in unlawful conduct that harms consumers.

190. Such acts and omissions by Defendant are unlawful, unfair, untrue, and/or deceptive, constituting violations of Business & Professions Code §§ 17200, *et seq.* Plaintiff

Brookshier reserves the right to identify additional violations by Defendant as may be uncovered through discovery.

191. As a direct and proximate result of the acts and representations described above, Defendant has received and continues to receive unearned commercial benefits at the expense of its competitors and the public.

192. As a direct and proximate result of Defendant's unlawful, unfair, and fraudulent conduct described herein, Defendant has been, and will continue to be, enriched by ill-gotten gains from customers, including Plaintiff Brookshier, who unwittingly provided money based on Defendant's false and unqualified representations.

193. Plaintiff Brookshier was harmed because Defendant took her money through unqualified, unfair, and deceptive representations made regarding the Class Products.

194. The conduct of Defendant, as described above, demonstrates the need for injunctive relief to restrain such acts of unfair competition pursuant to California Business and Professions Code. Unless enjoined by the court, Defendant will retain the ability to, and may, continue engaging in unfair and deceptive competition and misleading marketing. As a result, Plaintiff Brookshier and the Class are entitled to both injunctive and monetary relief.

195. Pursuant to Bus. and Prof. Code § 17203, Plaintiff Brookshier and the proposed Class are entitled to, and hereby seek, injunctive relief to prevent Defendant from continuing the conduct in question. Additionally, they seek public injunctive relief regarding Defendant's marketing and sale of products represented as "Made in the USA" without clear and proper qualification.

196. In prosecuting this action to enforce important rights affecting the public interest, Plaintiff Brookshier seeks the recovery of attorneys' fees, which are available to a prevailing plaintiff in class action cases such as this.

FIFTH CAUSE OF ACTION

Violations of California's False Advertising Law ("FAL")

(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)

(On Behalf of Plaintiff Brookshier and the California Class)

197. Plaintiff Brookshier re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further alleges as follows:

198. California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500, states that "[i]t is unlawful for any ... corporation ... with intent ... to dispose of ... personal property ... to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement...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...."

199. Defendant's material misrepresentations and omissions alleged herein violate Bus. & Prof. Code § 17500, *et seq.* Defendant knew, or should have known, that its misrepresentations and omissions were false, unfair, deceptive, and misleading, including the unqualified representation that the Class Products were made in the United States without any qualification of the foreign-grown, sourced, or manufactured ingredients and components contained therein.

200. Plaintiff Brookshier and the Class suffered tangible, concrete injuries as a result of Defendant's actions, as set forth herein, because they purchased the Class Products in reliance on

Defendant's unqualified representations that the products were made in the United States with domestic ingredients and components.

201. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff Brookshier and members of the Class are entitled to injunctive relief, equitable relief, and restitution.

202. Further, Plaintiff Brookshier and the members of the Class seek an order requiring Defendant to disclose the misrepresentations and request an order awarding Plaintiff Brookshier restitution for the money wrongfully acquired by Defendant through those misrepresentations.

203. Additionally, Plaintiff Brookshier and the members of the Class seek an order requiring Defendant to pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

SIXTH CAUSE OF ACTION
Breach of Express Warranty
(On Behalf of all Plaintiffs and Classes)

204. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further allege as follows:

205. From an unknown date, Defendant represented to Plaintiffs and similarly situated individuals, through product packaging and marketing materials, that the Class Products were "Made in the USA" without any qualification.

206. Defendant's representations regarding the Class Products' unqualified U.S. origin constitute affirmations of fact.

207. Defendant's explicit claim that the Class Products are "Made in the USA" pertains directly to the nature and composition of the products, forming a fundamental part of the bargain between Defendant and purchasers.

208. Defendant's statements—featured prominently on the Class Products' labels—constitute an express warranty regarding the products' U.S. origin, including their ingredients.

209. Relying on these express warranties, Plaintiffs and Class members purchased the Class Products, believing they were entirely manufactured in the United States with ingredients and components sourced from the United States.

210. Defendant breached its express warranties because the Class Products contained foreign-sourced ingredients and components, which were not disclosed with any qualification, contradicting Defendant's representations of an unqualified U.S. origin.

211. As a result of Defendant's breach, Plaintiffs and Class members suffered harm and are entitled to recover either the full purchase price of the Class Products or the difference between their actual value and the value they would have held if entirely made in the United States with domestic ingredients and components.

212. Plaintiffs and Class members did not receive the benefit of their bargain and sustained additional injuries as alleged herein.

213. Had Plaintiffs and Class members known that the Class Products were not genuinely "Made in the USA" with domestic ingredients and components, they either would not have purchased the products or would not have paid the price Defendant or its agents charged.

214. Defendant's misrepresentation was a substantial factor in causing Plaintiffs and the Class economic harm.

SEVENTH CAUSE OF ACTION

Unjust Enrichment

(On Behalf of all Plaintiffs and Classes)

215. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further allege as follows:

216. Plaintiffs plead this unjust enrichment cause of action in the alternative to any contract-based claims.

217. The elements of unjust enrichment are the receipt of a benefit and the unjust retention of that benefit at the expense of another.

218. Plaintiffs and members of the Class conferred non-gratuitous benefits upon Defendant by purchasing the Class Products, which Defendant represented as made in the USA, without any qualification regarding the foreign ingredients contained therein.

219. Plaintiffs and members of the Class allege that Defendant owes them money for the unjust conduct described herein that resulted in the wrongful acquisition of funds.

220. An undue advantage was taken of Plaintiffs' and the Class's lack of knowledge of the deception, resulting in money being extracted to which Defendant had no legal right.

221. Defendant is therefore indebted to Plaintiffs and members of the Class in a specific sum—the amount of money each paid for the Class Products, which Defendant should not retain in equity and good conscience.

222. Defendant is therefore liable to Plaintiffs and members of the Class for the amount of unjust enrichment.

223. Defendant's retention of any benefit, whether directly or indirectly collected from Plaintiffs and members of the Class, violates principles of justice, equity, and good conscience.

224. As a result, Defendant has been and continues to be unjustly enriched.

225. Plaintiffs and the Class are entitled to recover from Defendant all amounts that Defendant has wrongfully and improperly obtained, and Defendant should be required to disgorge to Plaintiffs and members of the Class the benefits it has unjustly received.

226. Defendant accepted and retained such benefits with knowledge that Plaintiffs' and members of the Class's rights were being violated for financial gain. Defendant has been unjustly

enriched by retaining the revenues and profits obtained from Plaintiffs and members of the Class, and such retention under these circumstances is both unjust and inequitable.

227. As a direct and proximate result of Defendant's unlawful practices and the retention of monies paid by Plaintiffs and members of the Class, Plaintiffs and the Class have suffered concrete harm and injury.

228. Defendant's retention of the non-gratuitous benefits conferred upon it by Plaintiffs and members of the Class would be unjust and inequitable.

229. Plaintiffs and members of the Class are entitled to seek disgorgement and restitution of wrongful profits, revenue, and benefits conferred upon Defendant, in a manner to be determined by this Court.

EIGHTH CAUSE OF ACTION

Negligent Misrepresentation

(On Behalf of all Plaintiffs and Classes)

230. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further allege as follows:

231. Defendant has represented to the public, including Plaintiff and the Class, through its marketing, advertising, labeling, and other means, that the Class Products are "Made in the USA" without any qualification. This is misleading, as a substantial portion of the ingredients and/or components used in the Class Products are sourced from outside the United States.

232. Plaintiffs allege that Defendant made these negligent, unqualified representations with the intent to induce the public, including Plaintiffs and the putative Class members, to purchase the Class Products.

233. Plaintiffs and other similarly situated persons saw, believed, and relied upon Defendant's negligent, unqualified "Made in the USA" representations, and purchased the Class Products based on that reliance.

234. At all relevant times, Defendant made the negligent, unqualified representations alleged herein, knowing or reasonably should have known, that such representations were unfair, deceptive, inaccurate, and misleading.

235. As a direct and proximate result of Defendant's negligent, unqualified misrepresentations, Plaintiffs and similarly situated consumers were induced to purchase the Class Products, purchase more of them, pay a higher price, or choose them over competitors' products. These unlawful, unfair, and deceptive acts caused damages in an amount to be determined at trial for the Class Period.

NINETH CAUSE OF ACTION
Intentional Misrepresentation
(On Behalf of all Plaintiffs and Classes)

236. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further allege as follows:

237. Defendant knowingly represented to Plaintiffs and others similarly situated, through product labeling and marketing practices, that the Class Products were "Made in the USA" without qualification of foreign ingredients.

238. Defendant acted intentionally by willfully and purposefully printing inaccurate and unqualified marketing statements on the labels of the Class Products.

239. However, as described above, the unqualified "Made in the USA" are unfair, deceptive, false, and misleading.

240. Defendant knew these representations were false and, over a period of years, continued to label the Class Products as "Made in the USA" without qualifying the presence of foreign ingredients.

241. Defendant further knew that retailers were marketing the Class Products in false or misleading ways, as Defendant designed, manufactured, and affixed the product labeling to the Class Products before supplying them to the retailers.

242. Plaintiffs and the putative Class members saw, believed, and relied on Defendant's misrepresentations when deciding to purchase the Class Products.

243. As a direct and proximate result of Defendant's intentional misrepresentations, Plaintiffs and the putative Class members suffered damages in an amount to be determined at trial.

244. By engaging in the acts described above, Plaintiffs and the putative Class are entitled to recover exemplary or punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against Defendant as follows, seeking equitable relief in the alternative to legal relief:

- Class certification of this action;
- Appointment of Plaintiffs as Class Representatives;
- Appointment of Plaintiffs' attorneys as Class Counsel;
- That Defendant's wrongful conduct alleged herein be adjudged and decreed to violate the consumer protection statutes asserted herein;
- An Order declaring Defendant's conduct violated the ICFA, 815 Ill. Comp. Stat. 505/1, *et seq.*, and awarding actual damages, punitive damages and injunctive relief;
- An Order declaring Defendant's conduct violated the UPTPA, and awarding injunctive relief;
- An Order declaring that Defendant's conduct violated the CLRA, California Civil Code §§ 1750, *et seq.*, and awarding injunctive relief pursuant to Cal. Civ. Code § 1780(a) and (b);

- An Order declaring that Defendant's conduct violated California's Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*; and awarding injunctive relief pursuant to Bus. & Prof. Code § 17203;
- An Order requiring Defendant to disgorge all monies, revenues, and profits obtained by means of any wrongful act or practice;
- An Order requiring the imposition of a constructive trust and/or disgorgement of Defendant's ill-gotten gains, compelling Defendant to pay restitution to Plaintiffs and all members of the Class, and to restore to Plaintiffs and Class members all funds acquired through any act or practice declared by this Court to be unlawful, fraudulent, unfair, or deceptive, in violation of laws, statutes, or regulations, or constituting unfair competition, along with pre- and post-judgment interest thereon;
- For pre and post-judgment interest on all amounts awarded;
- For an order of restitution and all other forms of equitable monetary relief, as pleaded, including awarding such relief pursuant to Bus. & Prof. Code § 17535; and/or Bus. & Prof. Code § 17203;
- Actual damages under California Civil Code § 1780(a) and/or 815 ILCS 505/10a(c);
- For public injunctive relief as pleaded or as the Court may deem proper;
- That Defendant be enjoined from continuing the wrongful conduct alleged herein and required to comply with all applicable laws;
- Punitive damages including under California Civil Code § 1780(a); Cal. Civ. Code § 3294 and/or 815 ILCS 505/10a(c);
- Injunctive relief to prevent future violations of the Illinois Consumer Fraud Act;
- Injunctive relief to prevent future violations of the Uniform Deceptive Trade Practices Act;
- General and compensatory damages in an amount to be determined at trial;
- That Plaintiffs and each of the other members of the Class recover their costs of suit, including reasonable attorneys' fees and expenses pursuant to, *inter alia*, California Code

of Civil Procedure § 1021.5; California Civil Code § 1780; 815 ILCS 510/3 and/or 815 ILCS 505/10a(c) and;

- That Plaintiffs and the members of the Class be granted any other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

245. Plaintiffs, individually and on behalf of all others similarly situated, hereby demand a jury trial on all claims so triable.

Dated: March 7, 2025

Respectfully submitted,

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