

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Michael Douma, *on behalf of himself and all
others similarly situated*, :
Plaintiff, :
v. :
Kenvue Brands LLC. d/b/a Johnson & :
Johnson, :
Defendant. :
:

For this Class Action Complaint, Plaintiff Michael Douma, by undersigned counsel,
states as follows:

INTRODUCTION

1. Defendant Kenvue Brands LLC. d/b/a Johnson & Johnson (“Defendant” or
“Kenvue”) formulates, manufactures, advertises and sells a product called “shea & cocoa butter
oil” (the “Oil Product” or “Product”) throughout the United States. The front label is below:



2. The front label and the name Defendant chose for the Product represent that the Product is an oil comprised of and extracted from shea butter and cocoa butter.

3. However, in reality the Product contains trace amounts – less than one percent – of shea butter and cocoa butter. Instead, the vast majority of the Product is made of mineral oil, a petroleum byproduct. Accordingly, the Product is not what is claimed and displayed on the Product's labeling.

4. By falsely and misleadingly labeling the Product, Kenvue violates federal and state law and regulations designed to prevent false and deceptive labeling and breaches the express warranty created by its labeling. Defendant's prominent misrepresentations regarding its Oil Product form a pattern of unlawful and unfair business practices that visits harm on the consuming public. Plaintiff therefore brings this action as a putative class action on behalf of himself and other consumers of the Oil Product who have been harmed and injured by purchasing the mislabeled Product.

PARTIES

5. Plaintiff Michael Douma ("Plaintiff") is and at all times relevant hereto was an adult individual residing in Takoma Park, Maryland. Plaintiff has purchased Defendant's Oil Product within the last four years including on April 30, 2025, from Amazon.com; the product was shipped to his residence in Maryland. Plaintiff viewed the Defendant's product labeling when he purchased the Product.

6. Defendant Kenvue Brands LLC d/b/a Johnson & Johnson ("Kenvue" or "Defendant") is a Delaware limited liability company with a principal place of business at 1 Kenvue Way, Summit, New Jersey 07901. Kenvue markets, advertises, distributes and sells the Oil Product throughout the United States, including Maryland.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) of the Class Action Fairness Act of 2005: (1) during the Class Period Kenvue sold its Oil Product to more than 100 people, (2) in the same period those sales, combined with Plaintiff's requested injunctive relief, punitive damages and attorneys' fees, exceeds \$5,000,000, and (iii) there is minimal diversity because Plaintiff and Class Members and Defendant are citizens of different states.

8. Venue is proper in this District and this Court has specific personal jurisdiction over Kenvue because Kenvue's principal place of business is within this District.

FACTUAL ALLEGATIONS

9. Shea butter and cocoa butter are emollients that keep water from evaporating from one's skin.

10. Shea butter is a seed fat that is extracted from the nut of the African shea tree. According to the Cleveland Clinic it "is packed with vitamins and nutrients that are good for your skin" including fatty acids, vitamin E and vitamin A.¹

11. Cocoa butter is a fat that is derived from the beans of the cacao plant. Like shea butter, cocoa butter provides "excellent skin care benefits" including moisturizing skin given that it is "high in several different fatty acids, which help hold in water to keep your skin from drying out."²

12. Shea butter and cocoa butter are well known and prized for their moisturizing properties, and consumers specifically seek out these ingredients for their moisturizing properties.

13. Kenvue sells a baby oil product that it mislabels and advertises in a manner that

¹ <https://health.clevelandclinic.org/sheabutter-benefits> (last visited Nov. 18, 2025).

² <https://health.clevelandclinic.org/cocoabutter-benefits> (last visited Nov. 18, 2025).

creates the false impression that the Oil Product is comprised of oil that was extracted from shea butter and cocoa butter.

14. The front label of the Product prominently states that the Product is “shea & cocoa butter oil”:



15. The representation on the front label that the Product is “shea & cocoa butter oil” constitutes an express warranty that the Oil Product is comprised of oil either entirely or primarily from shea butter and cocoa butter.

16. However, in truth the Product is mineral oil – *a byproduct of refining crude oil to make gasoline and other petroleum products* – with only trace amounts (less than 1%, *see ¶¶ 18-21 infra*) of shea butter and cocoa butter.

17. Below is the back label which buries within dense text the product’s ingredients:



18. Pursuant to 21 C.F.R. § 701.3, the Product's ingredients on the rear of the label must be listed in descending order of predominance.

19. The first ingredient listed on the "Ingredients" portion of the back label is Mineral Oil, followed by Fragrance, and then Butyrospermum Parkii (Shea) Butter and Theobroma Cacao (Cocoa) Seed Butter.

20. Defendant's website states that the Product is comprised of less than one percent Fragrance.³

21. Accordingly, the Oil Product contains less than one percent of shea butter and cocoa butter even though Kenvue prominently labels the product "shea & cocoa butter oil."

22. This is in stark contrast to other products on the market that are either comprised entirely of shea butter oil or cocoa butter oil,⁴ or whose labeling clearly discloses that shea butter and/or cocoa butter have been blended with other oils.⁵

³ <https://www.johnsonsbaby.com/baby-products/sheabutter-baby-oil> (last visited Nov. 24, 2025).

⁴ See, e.g., https://www.amazon.com/African-Moisturizer-Supplies-Psoriasis-Product/dp/B00JOV2EZA/ref=sr_1_10?cid=1V82RJM8URTAB&dib=eyJ2IjoiMSJ9.T6k0GY1kxZfv9lFipyTGKhW6VQnU0mw-REzEIEpeIgkL-OpgdoRaZGIYE5CWtVTmYHRId_B9I1WRRq68T8kdRig8F5Q8DYDxJkxZUZAH-2xv0lwrXjlauIc9a6dr6MgqM8QWLilzLc31sbhr9Dx1HM4fQSO3R3Pwp_Y9PTPkrmuKvI9LUZDCdQNG2hPCb3YUP32GchFnfp21sw03MOF8N4MiTB0DBfnVnV0L4COvMWZcXAdrVhtOqDV4Zxyk8BQ85vznOGK1zO0E_Tnbze2hWXpe11gIYrgxyDgx1zXxnU.hISHcW61UpsTecO5MgGvUFqNf_2VT-LG9Lm-GUeJZAI&dib_tag=se&keywords=shea%2Band%2Bcocoa%2Bbutter%2Boil&qid=1757352805&s=beauty&sprefix=shea%2Band%2Bcocoa%2Bbutter%2Boil%2Cbeauty%2C105&sr=1-10&th=1 ("Shea Nut Oil" labeled product contains solely "Butyrospermum Parkii (Shea Nut Oil)") (last visited Nov. 24, 2025).

⁵ https://www.amazon.com/Palmers-Moisturizing-Instantly-Safflower-Phthalates/dp/B000056W74/ref=sr_1_7?cid=1V82RJM8URTAB&dib=eyJ2IjoiMSJ9.T6k0GY1kxZfv9lFipyTGKhW6VQnU0mw-REzEIEpeIgkL-OpgdoRaZGIYE5CWtVTmYHRId_B9I1WRRq68T8kdRig8F5Q8DYDxJkxZUZAH-2xv0lwrXjlauIc9a6dr6MgqM8QWLilzLc31sbhr9Dx1HM4fQSO3R3Pwp_Y9PTPkrmuKvI9LUZDCdQNG2hPCb3YUP32GchFnfp21sw03MOF8N4MiTB0DBfnVnV0L4COvMWZcXAdrVhtOqDV4Zxyk8BQ85vznOGK1zO0E_Tnbze2hWXpe11gIYrgxyDgx1zXxnU.hISHcW61UpsTecO5MgGvUFqNf_2VT-LG9Lm-GUeJZAI&dib_tag=se&keywords=shea+and+cocoa+butter+oil&qid=1757352805&s=beauty&sprefix=shea+and+cocoa+butter+oil%2Cbeauty%2C105&sr=1-7 ("COCOA BUTTER FORMULA" body oil product stated on its front label that is comprised of a "BLEND OF OILS.") (last visited Nov. 24, 2025); https://www.amazon.com/Palmers-Shea-Formula-Raw-Body/dp/B0B9HV9SCY/ref=sr_1_6?cid=1V82RJM8URTAB&dib=eyJ2IjoiMSJ9.T6k0GY1kxZfv9lFipyTGKhW6VQnU0mw-REzEIEpeIgkL-OpgdoRaZGIYE5CWtVTmYHRId_B9I1WRRq68T8kdRig8F5Q8DYDxJkxZUZAH-2xv0lwrXjlauIc9a6dr6MgqM8QWLilzLc31sbhr9Dx1HM4fQSO3R3Pwp_Y9PTPkrmuKvI9LUZDCdQNG2hPCb3YUP32GchFnfp21sw03MOF8N4MiTB0DBfnVnV0L4COvMWZcXAdrVhtOqDV4Zxyk8BQ85vznOGK1zO0E_Tnbze2hWXpe11gIYrgxyDgx1zXxnU.hISHcW61UpsTecO5MgGvUFqNf_2VT-LG9Lm-GUeJZAI&dib_tag=se&keywords=shea+and+cocoa+butter+oil&qid=1757352805&s=beauty&sprefix=shea+and+cocoa+butter+oil%2Cbeauty%2C105&sr=1-6

23. Plaintiff, and any other reasonable consumer, would and did believe based on Kenvue's labeling that the Oil Product is comprised of, and the oil contained therein was extracted from, shea butter and cocoa butter. However, that would be an incorrect belief and the Product's front label lacks any qualifying language to mitigate that false impression.

24. The above misrepresentations regarding the contents and ingredients of Defendant's Oil Product are unlawful under both state and federal law.

25. The Federal Food, Drug, and Cosmetic Act ("FDCA"), passed by Congress in 1938, grants the Food and Drug Administration ("FDA") power to ensure "cosmetics are safe and properly labeled" and "human and veterinary drugs are safe and effective." 21 U.S.C. § 393(b)(2)(B) and (D).

26. Kenvue's false and deceptive statements violate 21 U.S.C. § 362(a), which deems cosmetics misbranded when the label contains a statement that is "false or misleading in any particular." Likewise, Kenvue's false and deceptive statements violate 21 U.S.C. § 352(a), which deems a drug misbranded when the label contains a statement that is "false or misleading in any particular."

27. Maryland prohibits the misbranding of cosmetics and drugs in a way that parallels the FDCA; it provides that a person may not "[m]anufacture or sell any food, drug, device, or cosmetic that is adulterated or misbranded" (Md. Code Ann., Health-Gen. § 21-256(1)) and provides that "a cosmetic is considered misbranded if . . . [i]ts labeling or packaging is false or misleading in any way" (Md. Code Ann., Health-Gen. § 21-231(a)(1)) and "[a] drug or device is misbranded if . . . [i]ts labeling is false or misleading in any way" (Md. Code Ann., Health-Gen. §

[nbze2hWXpe11gIYrgxyDgx1zXxnU.hISHcW61UpsTecO5MgGvUFqNf_2VT-LG9Lm-GUEjZAI&dib_tag=se&keywords=shea+and+cocoa+butter+oil&qid=1757352805&s=beauty&sprefix=shea+and+cocoa+butter+oil%2Cbeauty%2C105&sr=1-6](https://www.google.com/search?q=nbze2hWXpe11gIYrgxyDgx1zXxnU.hISHcW61UpsTecO5MgGvUFqNf_2VT-LG9Lm-GUEjZAI&dib_tag=se&keywords=shea+and+cocoa+butter+oil&qid=1757352805&s=beauty&sprefix=shea+and+cocoa+butter+oil%2Cbeauty%2C105&sr=1-6) ("SHEA BUTTER FORMULA" body oil product stated on its front label that it is comprised of a "BLEND OF OILS") (last visited Nov. 24, 2025)..

21-217(b)(1)).

28. Kenvue's misrepresentations and deceptive labeling during the Class Period regarding the shea butter and cocoa butter contents of its Oil Product are material. Reasonable consumers base their "shea butter & cocoa butter oil" purchasing decisions on the advertised and warranted amount of shea butter and cocoa butter contained therein. Consumers specifically prize shea butter and cocoa butter for their moisturizing and other health and cosmetic properties. Additionally, consumers reasonably rely on Defendant's front label to accurately determine the identity, amount and source of any ingredients included within the Product. Accordingly, Plaintiff and Class Members, as reasonable consumers, were materially misled by Defendant's representations regarding the true nature and composition of the Oil Product.

29. The difference between the Oil Product labeled and promised and the products sold is significant and material because the sold products only contain trace amounts of shea butter and cocoa butter. The amount of actual shea butter and cocoa butter provided has real impacts on the benefits provided to consumers by the Oil Product and the actual value of the Oil Product.

30. Because Plaintiff and Class Members purchased a product that contains less shea butter and cocoa butter oil than advertised and warranted, Plaintiff and Class Members have suffered an injury-in-fact. Misbranded cosmetics and drugs cannot legally be manufactured, held, advertised, distributed or sold. Thus, misbranded cosmetics and drugs have no economic value and are worthless as a matter of law, and purchasers of misbranded cosmetics and drugs are entitled to a restitution refund of the purchase price of the misbranded cosmetics and drugs. Additionally, had Plaintiff and Class Members known the true nature and composition of the Oil Product, they would not have purchased such Products, or would have only paid for the shea butter and cocoa butter oil actually delivered with the Product.

31. On September 9, 2025, prior to initiating this action, Plaintiff's counsel sent a demand letter to Kenvue on behalf of Plaintiff. The letter, *inter alia*, (1) alleged that Kenvue mislabels and falsely misrepresents the contents of its “Johnson’s shea & cocoa butter oil” product (the ‘Oil Product’) because “its label creates the false impression that the Oil Product is predominantly comprised of shea butter and cocoa butter” even though “in reality mineral oil is the primary ingredient in the product which contains only trace amounts of shea butter and cocoa butter”; (2) alleged that Kenvue breached its written and implied warranties and violated, *inter alia*, the Maryland Consumer Protection Act; (3) alleged that Plaintiff and similarly situated consumers had been harmed and injured because they were misled into purchasing Kenvue’s Oil Product and would have paid significantly less for or not purchased the product had they known about the true content of the Product; and (4) demanded that Kenvue “immediately cease the above unlawful practices, cease mislabeling and misbranding the Oil Product, and provide Mr. Douma and all others similarly situated full restitution, damages and punitive damages to the fullest extent permitted by law.”

CLASS ACTION ALLEGATIONS

A. The Class

32. Plaintiff brings this action on his own behalf and on behalf of the following Class of persons pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), 23(b)(3) an/or 23(c)(5):

Maryland Class: All persons who purchased Defendant’s “Johnson’s shea & cocoa butter oil” product in Maryland during the four year period preceding the filing of the complaint.

33. Any legal entity, Defendant and its employees or agents are excluded from the Class.

B. Numerosity

34. Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, Plaintiff believes, and on that basis alleges, that Kenvue has sold its Oil Product to thousands of Maryland consumers during the Class Period and therefore there are thousands of members of each of the Class.

C. Common Questions of Law and Fact

35. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. These questions include:

- a. Whether Defendant labels, markets and otherwise advertises its Oil Product in a deceptive, false, or misleading manner by misrepresenting the product's shea butter and cocoa butter oil content;
- b. Whether Defendant's sale of the Oil Product constitutes unfair methods of competition and unfair or deceptive acts or practices in violation of, *inter alia*, the Maryland Consumer Protection Act, including: whether Defendant misrepresents the content, source, sponsorship, approval, or certification of their Oil Product; whether Defendant represents that the Oil Product are of a particular standard or quality if it is of another; and whether Defendant advertises its Oil Product with intent not to sell them as advertised;
- c. Whether Defendant's sale of the Oil Product constitutes a breach of warranty;
- d. Whether Defendant concealed material facts concerning the Oil Product;
- e. Whether Defendant engaged in unconscionable commercial practices in failing to disclose material information concerning the Oil Product;

- f. The nature and extent of damages, restitution, equitable remedies, and other relief to which Plaintiff and the Class are entitled; and
- g. Whether Plaintiff and the Class should be awarded attorneys' fees and the costs of suit.

D. Typicality

36. The Plaintiff's claims are typical of the claims of the Class since Plaintiff purchased the Oil Product within the last four years, as did each member of the Class. Furthermore, Plaintiff and all members of the Class sustained economic injuries arising out of Defendant's wrongful conduct. Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class members.

E. Protecting the Interests of the Class Members

37. Plaintiff will fairly and adequately protect the interests of the Class and has retained counsel experienced in handling class actions and claims involving unlawful business practices. Neither Plaintiff nor his counsel has any interest which might cause them not to vigorously pursue this action.

F. Proceeding Via Class Action is Superior and Advisable

38. A class action is the superior method for the fair and efficient adjudication of this controversy. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Class individually to redress effectively the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized

litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court.

39. Defendant has acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION
Fraudulent Concealment
(Plaintiff on behalf of the Maryland Class)

40. Plaintiff incorporates by reference all allegations contained in this Complaint as though fully stated herein.

41. By failing to disclose and concealing the contents of the Oil Product from Plaintiff and Class Members (i.e., the Oil Product only contains trace amounts of shea butter and cocoa butter), Defendant concealed and suppressed material facts concerning the Oil Product.

42. Defendant knew or should have known that the Oil Product was not comprised entirely or primarily from shea butter and cocoa butter.

43. Defendant was under a duty to Plaintiff and Class Members to disclose and/or not misrepresent the contents of the Oil Product because:

- a. Defendant was in a superior position to know the true state of facts about the shea butter and cocoa butter content of Defendant's Oil Product;
- b. Plaintiff and Class Members could not reasonably have been expected to learn or discover that the Oil Product does not contain the amount of shea butter and cocoa butter oil advertised and warranted; and,
- c. Defendant knew that Plaintiff and Class Members could not reasonably have been

expected to learn about or discover the true shea butter and cocoa butter contents of Defendant's Oil Product.

44. On information and belief, Defendant still has not made full and adequate disclosures, and continues to defraud consumers by concealing material information regarding the contents of the Oil Product and mislabeling the Product.

45. The facts concealed or not disclosed by Defendant to Plaintiff and Class Members are material in that a reasonable person would have considered them to be important in deciding whether or not to purchase the Oil Product.

46. Plaintiff and the Class relied on Defendant to disclose material information it knew, such as the defective nature and contents of the Oil Product, and not to induce them into a transaction they would not have entered had the Defendant disclosed this information.

47. By failing to disclose the true contents of the Oil Product, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so.

48. Had Plaintiff and other Class Members known that Oil Product did not contain the amount of advertised and warranted shea butter and cocoa butter, they would not have purchased the Oil Product or would have paid less for them.

49. As a result of Defendant's misconduct, Plaintiff and the other Class Members have been harmed and have been injured.

50. Accordingly, Defendant is liable to Plaintiff and Class Members for damages in an amount to be proven at trial.

51. Defendant's actions and omissions were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being, to enrich Defendant. Defendant's conduct warrants an assessment of punitive

damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

52. Furthermore, as the intended and expected result of its fraud and conscious wrongdoing, Defendant has profited and benefited from Plaintiff's and Class Members' purchases of falsely advertised and misbranded Oil Product. Defendant has voluntarily accepted and retained these profits and benefits with full knowledge and awareness that, as a result of Defendant's misconduct alleged herein, Plaintiff and Class Members were not receiving Oil Product of the quality, nature, fitness, or value that had been represented by Defendant, and that a reasonable consumer would expect.

53. Defendant has been unjustly enriched by its fraudulent, deceptive, and otherwise unlawful conduct in connection with the sale of the Oil Product and by withholding benefits from Plaintiff and Class Members at the expense of these parties. Equity and good conscience militate against permitting Defendant to retain these profits and benefits, and Defendant should be required to make restitution of its ill-gotten gains resulting from the conduct alleged herein.

SECOND CAUSE OF ACTION
Unjust Enrichment
(Plaintiff on behalf of the Maryland Class)

54. Plaintiff incorporates by reference all allegations contained in this Complaint as though fully stated herein.

55. As a result of Defendant's fraudulent acts, and omissions related to the shea butter and cocoa butter content of the Oil Product, Defendant obtained monies which rightfully belong to Plaintiff, and the Class Members to the detriment of Plaintiff and Class Members.

56. Defendant appreciated, accepted, and retained the non-gratuitous benefits conferred by Plaintiff and the proposed Class Members who, without knowledge of the true contents of the

Oil Product, paid a higher price for the Oil Product, which actually had lower values. Defendant also received monies for the Oil Product that Plaintiff and the Class Members would not have otherwise purchased or leased.

57. It would be inequitable and unjust for Defendant to retain these wrongfully obtained profits.

58. Defendant's retention of these wrongfully obtained profits would violate the fundamental principles of justice, equity, and good conscience.

59. As a result of Defendant's unjust enrichment, Plaintiff and Class Members have suffered damages.

60. Plaintiff does not seek restitution under his Unjust Enrichment claim. Rather, Plaintiff and Class Members seek non-restitutionary disgorgement of the financial profits that Defendant obtained as a result of its unjust conduct.

61. Additionally, Plaintiff and Class Members seek injunctive relief enjoining Defendant from further misleading and deceptive distribution and sales practices with respect to the Oil Product, enjoining Defendant from selling the Oil Product with misleading information concerning the Oil Product's true shea butter and cocoa butter content and source. Money damages are not an adequate remedy for the above requested non-monetary injunctive relief.

THIRD CAUSE OF ACTION
Breach of Express Warranty Pursuant to Md. Code Ann., Com. Law § 2-313
(Plaintiff on behalf of the Maryland Class)

62. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

63. Plaintiff and each member of the Class formed a contract with Defendant at the time Plaintiff and the other members of the Class purchased one or more of Defendant's Oil

Product. The terms of that contract include the promises and affirmations of fact made by Defendant on the packaging of the Oil Product regarding the products' shea butter and cocoa butter content.

64. The Oil Product's packaging constitutes express warranties, became part of the basis of the bargain, and are part of a standardized contract between Plaintiff and the members of the Class on the one hand, and Defendant on the other.

65. All conditions precedent to Defendant's liability under this contract have been performed by Plaintiff and the Class.

66. Defendant breached the terms of this contract, including the express warranties, with Plaintiff and the Class by not providing the products that could provide the benefits promised, i.e. that the Oil Product contains the warranted amount of shea butter and cocoa butter as alleged above.

67. As a result of Defendant's breach of its contract, Plaintiff and the Class have been damaged in the amount of the difference between the purchase price of any and all of the Oil Product they purchased and the price of a product which provides the benefits and contents as warranted.

FOURTH CAUSE OF ACTION
Violation of the Maryland Consumer Protection Act
(Plaintiff on behalf of the Maryland Class)

68. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

69. The Maryland Consumer Protection Act ("Maryland CPA") provides that a person may not engage in any unfair or deceptive trade practice in the sale or lease of any consumer good. Md. Com. Law Code § 13-303. Defendant participated in misleading, false, or

deceptive acts that violated the Maryland CPA.

70. Defendant and Plaintiff are “persons” within the meaning of Md. Code Com. Law § 13-101(h).

71. Defendant’s conduct, as set forth above, occurred in the conduct of trade or commerce.

72. In the course of Defendant’s business, Defendant willfully failed to disclose, actively concealed the true contents of the Oil Product. Accordingly, Defendant engaged in unfair and deceptive trade practices, unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices. Defendant’s acts had the capacity, tendency or effect of deceiving or misleading consumers; failed to state a material fact that deceives or tends to deceive; and constitute deception, fraud, false pretense, false promise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection therewith.

73. In purchasing of the Oil Product, Plaintiff and the other Class members were deceived by Defendant’s failure to disclose and misrepresentations concerning the Oil Product’s shea butter and cocoa butter content

74. Plaintiff and Class members reasonably relied upon Defendant’s misrepresentations and had no way of knowing that said representations were false and gravely misleading.

75. Defendant’s actions as set forth above occurred in the conduct of trade or commerce.

76. Defendant’s methods of competition and unfair, deceptive acts were likely to and did in fact deceive reasonable consumers.

77. Defendant intentionally and knowingly misrepresented material facts regarding the Oil Product with intent to mislead Plaintiff and the Class.

78. Defendant knew or should have known that its conduct violated this statute.

79. Defendant owed Plaintiff and the Class a duty to disclose the truth regarding the Oil Product because Defendant: possessed superior/exclusive knowledge of the true contents of the Oil Product and/or intentionally concealed the Oil Product' shea butter and cocoa butter contents from Plaintiff and the Class.

80. Defendant's conduct proximately caused injuries to Plaintiff and the other Class members.

81. Plaintiff and the other class members were injured and suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of Defendant's conduct and did not receive the benefit of their bargain. These injuries are the direct and natural consequence of Defendant's misrepresentations and omissions.

82. Defendant's violations present a continuing risk to Plaintiff as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

83. Pursuant to Md. Code Com. Law § 13-408, Plaintiff seeks actual damages, attorneys' fees, and any other just and proper relief available under the Maryland CPA.

FIFTH CAUSE OF ACTION
Breach of Implied Warranty of Merchantability Pursuant to Md. Code Com. Law § 2-314
(Plaintiff on behalf of the Maryland Class)

84. Plaintiff incorporates by reference all allegations contained in this Complaint as though fully stated herein.

85. Defendant is a merchant with respect to the Oil Product.

86. The Oil Product was subject to implied warranties of merchantability running from the Defendant to Plaintiff and Class Members.

87. An implied warranty that the Oil Product was merchantable arose by operation of law as part of the sale of the Oil Product.

88. Defendant breached the implied warranty of merchantability in that the Oil Product only contains trace amounts of shea butter and cocoa butter, does not provide the benefits associated with oil comprised and extracted entirely or primarily from cocoa butter and shea butter, and thus was not in merchantable condition when Plaintiff and Class Members purchased them, or at any time thereafter, and they were unfit for the ordinary purposes for which such cosmetics and drugs are used.

89. Defendant has breached the implied warranty of merchantability because the Oil Product when sold would not pass without objection in the trade.

90. As a result of Defendant's breach of the applicable implied warranties, purchasers of the Oil Product suffered an ascertainable loss, were harmed, and suffered actual damages.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for judgment against Defendant as follows:

- a. An order certifying the proposed Class, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;
- b. An order awarding Plaintiff and class members their actual damages, incidental and consequential damages, punitive damages, statutory damages and/or other form of monetary relief provided by law;

- c. An order awarding Plaintiff and the class restitution, disgorgement, or other equitable relief as the Court deems proper;
- d. An order enjoining Defendant from continuing to engage in the unlawful and unfair business acts and practices as alleged herein;
- e. Reasonable attorneys' fees and costs;
- f. Pre-judgment and post-judgment interest, as provided by law;
- g. Such other and further relief as this Court deems just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: December 3, 2025

Respectfully submitted,

By /s/ Sergei Lemberg
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ATTORNEYS FOR PLAINTIFF

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, Email 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)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability	PROPERTY RIGHTS	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	LABOR	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL PROPERTY	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	FEDERAL TAX SUITS	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other	IMMIGRATION	
		<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 462 Naturalization Application	
		<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 465 Other Immigration Actions	
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

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

<input type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

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 IFF _____

JUDGE _____

MAG. JUDGE _____

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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- 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. When the petition for removal is granted, check this box.
 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.

UNITED STATES DISTRICT COURT
for the

_____ District of _____

Plaintiff)
)
)
)
v.) Civil Action No.
)
)
)

Defendant)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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: