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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

**CHERIE KOUTOUFIDIS on behalf  
of herself and all others similarly  
situated,**

**Plaintiff,**

**v.**

**EDGEWELL PERSONAL CARE  
BRANDS, LLC**

**Defendant**

**CASE NO.: '25CV3692 AJB DEB**

**CLASS ACTION**

**COMPLAINT FOR DAMAGES,  
EQUITABLE, DECLARATORY, AND  
INJUNCTIVE RELIEF**

1 Plaintiff Cherie Koutoufidis (“Plaintiff”), on behalf of herself and all others  
2 similarly situated, brings this class action against Edgewell Personal Care Brands,  
3 LLC (“Edgewell” or “Defendant”) and on the basis of personal knowledge,  
4 information and belief, and the investigation of counsel, alleges as follows:

### 5 6 **INTRODUCTION**

7 1. This is a proposed class action on behalf of a California and multi-state  
8 class (collectively, “Class”) of consumers seeking redress for Defendant’s deceptive  
9 practices associated with the advertising, labeling, and sale of its Wet Ones  
10 Antibacterial Hand Wipes (“Products” or “Wipes”).

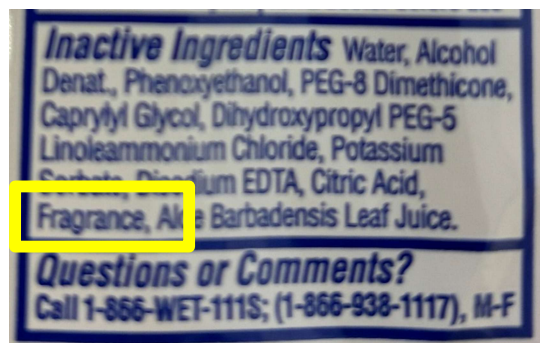
11 2. This action seeks to redress Defendant’s false and misleading marketing  
12 claims that its Wet Ones Wipes are “hypoallergenic” when, in fact, they are not.

13 3. Allergen-related contact dermatitis is an inflammation or irritation (e.g.,  
14 rash) that results from an allergen coming in contact with the skin. It affects 20% of  
15 the population. As skin sensitivities have become more common, consumers  
16 increasingly seek out and rely on terms like “hypoallergenic” when making  
17 purchasing decisions about personal care products.

18 4. Defendant sells Wet One Wipes which prominently claim to be  
19 “hypoallergenic.” The materiality of the representation is evident by its prominent  
20 placement on the principal display panel and its repetition elsewhere on the Product  
21 packaging.  
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5. The Product does not list any known allergen by name. It does, however, include “fragrance” among its inactive ingredients.<sup>1</sup>



<sup>1</sup> Upon information and belief, Edgewell sells 3 scented hypoallergenic Wet Ones Wipes including Fresh Scent (depicted above), Eucalyptus & Mint, and Tropical Splash (collectively “Class Products”), each of which include “fragrance” as an inactive ingredient in the Product.

1           6.     The American Academy of Dermatology (“AAD”) has recognized  
2 fragrances as a common skin irritant, source of allergens and a leading cause of  
3 allergic contact dermatitis. The federal Food and Drug Administration (“FDA”) has  
4 similarly acknowledged that many cosmetics and personal care products may contain  
5 hidden allergens within their dyes, preservatives and, as is the case here, fragrances.  
6 Indeed, the FDA identified 26 fragrance allergens that “that cause the most allergic  
7 reactions from the use of cosmetic products.

8           7.     Unfortunately, since manufacturers need only list ‘fragrances’ generically  
9 on a product label, without further revealing the sub constituents of such fragrances,  
10 consumers have no way of knowing whether a product also contains hidden allergens.  
11 Rather, they must rely exclusively on a manufacturer’s label representations (*i.e.*,  
12 hypoallergenic).

13           8.     Plaintiff commissioned independent analytical testing of Defendant’s  
14 Products and discovered that they contain d-Limonene and Linalool, both widely  
15 recognized fragrance allergens. Defendant’s inclusion of known fragrance allergens  
16 directly contradicts Defendant’s voluntary claim that its Product is “hypoallergenic”  
17 thereby rendering it false and misleading.

18           9.     The term “hypoallergenic” communicates to reasonable consumers that a  
19 product is specifically formulated to reduce the likelihood of allergic reactions,  
20 including, but not limited to, by avoiding the intentional inclusion of commonly  
21 recognized contact allergens.

22           10.    Reasonable consumers must and do rely on manufacturers to honestly  
23 represent the qualities of their Products and ingredients.

24           11.    Consumers, like Plaintiff, who purchased the Products have been  
25 deceived by Defendant’s false and misleading claims that the Products are  
26 hypoallergenic. As a result of their reliance on Defendant’s misrepresentations,  
27 Plaintiff and Class Members have suffered an ascertainable loss of money, including,  
28 but not limited to, out of pocket costs incurred in purchasing the Products or having

1 paid a price premium for the Products as compared to other wipes that do not make  
2 the same false and deceptive claims.

3 12. Throughout the applicable Class Period, Defendant has falsely  
4 represented the true nature of its Products, and as a result of this false and misleading  
5 labeling, was able to sell these Products to hundreds of thousands of unsuspecting  
6 consumers throughout California and the United States.

7 13. Defendant's conduct is in breach of warranty, violates California's  
8 Business and Professions Code § 17200, et. seq., California's Business & Professions  
9 Code § 17500, et. seq., California Civil Code § 1750, et seq., and is otherwise grounds  
10 for restitution on the basis of quasi-contract/unjust enrichment.

### 11 12 **JURISDICTION AND VENUE**

13 14. Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2).  
14 Diversity jurisdiction exists as Plaintiff Koutoufidis is a resident of San Diego,  
15 California and Defendant Edgewell Personal Care Brands, LLC is Delaware  
16 corporation with its principal place of business in Shelton Connecticut. The amount in  
17 controversy exceeds \$5,000,000 for the Plaintiff and members of the Class  
18 collectively, exclusive of interest and costs, by virtue of the combined purchase prices  
19 paid by Plaintiff and members of the putative Class, and the profits reaped by  
20 Defendant from its transactions with Plaintiff and the Class, as a direct and proximate  
21 result of the wrongful conduct alleged herein, and by virtue of the injunctive and  
22 equitable relief sought.

23 15. Venue is proper within this judicial district pursuant to 28 U.S.C. § 1391  
24 because a substantial portion of the underlying transactions and events complained of  
25 occurred and affected persons and entities located in this judicial district.



**PARTIES**

16. Plaintiff Cherie Koutoufidis is a resident of San Diego, California.

17. Ms. Koutoufidis purchased Defendant's Wet Ones Fresh Scent regularly from Target store locations in San Diego, California throughout 2023, 2024 and 2025.

18. Ms. Koutoufidis made each of her purchases after reading and relying on Defendant's Product label, specifically the representation that the Product was hypoallergenic.

19. Ms. Koutoufidis reasonably believed that the "hypoallergenic" representation meant that the Product was formulated to reduce the likelihood of allergic reactions and did not include commonly recognized fragrance allergens.

20. Ms. Koutoufidis believed that Defendant lawfully marketed and sold the Products.

21. Ms. Koutoufidis relied on Defendant's labeling and was misled thereby.

22. Ms. Koutoufidis would not have purchased the Product, or would have purchased the Product on different terms, had she known the truth – *i.e.*, that the Product was not hypoallergenic, but instead contained known allergens.

23. Ms. Koutoufidis was injured in fact and lost money as a result of Defendant's improper conduct.

24. Plaintiff and members of the Class have been economically damaged by their purchases of the Products because the Product advertising was deceptive and/or misleading under California law and the Products are misbranded; therefore, the Products are worth less than what Plaintiff and members of the Class paid for them and/or Plaintiff and members of the Class did not receive what they reasonably intended to receive.

25. Defendant Edgewell Personal Care Brands, LLC is a Delaware limited liability company headquartered in Shelton Connecticut. It is a global personal care brand with more than 25 brands in its portfolio, among which are Wet Ones Wipes. Its

1 products are available for purchase online and in various retail locations throughout  
2 the country.

### 4 **GENERAL ALLEGATIONS**

#### 5 **A. HYPOALLERGENIC AND THE REASONABLE CONSUMER**

6 26. Fragrance substances are naturally or synthetically derived organic  
7 compounds designed to impart scent or to mask unpleasant odors. Fragrances are  
8 ubiquitously found in personal care products. A fragrance formula may contain up to  
9 several hundred or more different ingredients that are not disclosed on product labels.

10 27. Contact allergies to fragrance ingredients occur when a susceptible  
11 individual has been dermally exposed to a fragrance allergen present in a consumer  
12 product. Sensitization can occur at any time. Once sensitization occurs, re-exposure  
13 can trigger allergic contact dermatitis.

14 28. Although the Food Drug and Cosmetic Act (“FDCA”) does not define  
15 the term “hypoallergenic,” the FDA has acknowledged that the term is used by  
16 manufacturers to describe products that are intended to produce fewer allergic  
17 reactions than regular products, and that such claims are material to consumers with  
18 sensitive skin.

19 29. Consistent with common understanding, reasonable consumers interpret  
20 “hypoallergenic” to mean that a product is formulated to reduce the likelihood of  
21 allergic reactions, including by avoiding ingredients widely recognized as common  
22 causes of allergic contact dermatitis when those ingredients serve no functional  
23 necessity beyond fragrance.

- 24
- 25 • “designed to reduce or minimize the possibility of an  
26 allergic response, as by containing relatively few or no  
27 potentially irritating substances.”<sup>2</sup>

28 <sup>2</sup> <https://www.dictionary.com/browse/hypoallergenic>

- “having little likelihood of causing an allergic response”<sup>3</sup>
- “designed to be less likely to cause allergic reactions”<sup>4</sup>
- designed to be less likely to cause allergic reactions (physical problems caused by particular substances) in people who use a product<sup>5</sup>

30. The FDA recognizes that “[t]he term ‘hypoallergenic’ may have considerable market value in promoting cosmetic products to consumers on a retail basis...” and that “[c]onsumers with hypersensitive skin, and even those with ‘normal’ skin, may be led to believe that [] [] products will be gentler to their skin than non-cosmetics.” It explains, “[f]or many years, companies have been producing products which they claim are ‘hypoallergenic’ or ‘safe for sensitive skin’ or ‘allergy tested.’ These statements imply that the products making the claims are less likely to cause allergic reactions than competing products. . . .”<sup>6</sup>

31. Thus, Plaintiff believed, as would any reasonable consumer, that a product labeled hypoallergenic is less likely to cause an allergic response because it is formulated to minimize the presence of common allergens. In other words, Plaintiff and Class members reasonably believed that “hypoallergenic” as used by Defendant meant that, at a minimum, the Products would not contain commonly known fragrance allergens.

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<sup>3</sup> <https://www.merriam-webster.com/dictionary/hypoallergenic>

<sup>4</sup> <https://dictionary.cambridge.org/us/dictionary/english/hypoallergenic>

<sup>5</sup> [https://dictionary.cambridge.org/us/dictionary/english/hypoallergenic#google\\_vignette](https://dictionary.cambridge.org/us/dictionary/english/hypoallergenic#google_vignette)

<sup>6</sup> U.S. Food & Drug Administration, Hypoallergenic Cosmetics (2/25/2022). Available at <https://www.fda.gov/cosmetics/cosmetics-labeling-claims/hypoallergenic-cosmetics#:~:text=Hypoallergenic>



**B. THE MARKET FOR HYPOALLERGENIC PRODUCTS**

32. A significant portion of the U.S. population has allergies that are triggered by skin care products. Allergic contact dermatitis is one of the most prevalent skin diseases in the U.S., affecting 20% of the population.<sup>7</sup> Personal care products frequently contain ingredients that may cause allergic contact dermatitis.

33. The risk of contact dermatitis from fragrance chemicals increases for those with compromised skin barriers. For individuals with sensitive skin or conditions like eczema, rosacea, or psoriasis, the use of fragranced products can be particularly problematic, exacerbating these conditions over time.

34. Even when there is no visible redness or rashes after using a product with fragrance chemicals, there may be inflammation at the cellular level and long-term consequences if use is prolonged. With repeated exposure over time, even individuals who initially tolerate fragranced products may develop allergies or sensitivities, sometimes leading to chronic skin issues.

35. Given the increased prevalence of allergic contact dermatitis and other skin conditions, consumers increasingly seek clean products looking for and relying on terms such as “hypoallergenic” in making purchasing decisions. Those who do not already suffer from skin allergies commonly seek products to avoid developing skin allergies. Those who do suffer from skin allergies, or with family members who suffer from skin allergies, seek products to avoid unknown and/or hidden allergens that will exacerbate or prolong their conditions.

36. Personal care companies, such as Edgewell have seized on this burgeoning market opportunity taking every chance to label and promote their products with terms such as “natural,” “clean,” and “hypoallergenic.” As a result, “[t]he global sensitive skin care products market size, [] estimated at USD 44.60

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<sup>7</sup> Alinaghi, F., et al., *Prevalence of contact allergy in the general population: A systematic review and meta-analysis*, October 29, 2018. <https://doi.org/10.1111/cod.13119>.

1 billion in 2023, [] is projected to reach USD 80.97 billion by 2030.... The market  
2 growth is attributed to significant rise in consumer awareness regarding skin  
3 sensitivities and the importance of using gentle and hypoallergenic products....  
4 Increasing awareness about skin sensitivities and the demand for gentle and  
5 hypoallergenic products have contributed to the expansion of this market segment.  
6 Moreover, many brands [that] provide clear and concise information about the  
7 ingredients used in their body sensitive care products are gaining trust and loyalty  
8 from consumers.”<sup>8</sup>

9  
10 **C. PLAINTIFF’S ANALYTICAL TESTING OF DEFENDANT’S PRODUCTS**

11 37. The issue of hidden allergens in cosmetic products is a concern well  
12 documented by the FDA. “Cosmetic products (such as soaps, lotions, face and eye  
13 make-up, fragrances, etc.) can provoke allergic reactions in some people. Many  
14 people suffer from allergies and anyone at any age can develop allergies.”<sup>9</sup> In  
15 response to this concern, the FDA acknowledged the findings of the European  
16 Commission which conducted extensive research on fragrance allergens. The research  
17 culminated in a list of the 26 most common fragrance allergens. *Id.* The list  
18 specifically identified d-Limonene and Linalool among them.

19 38. Between September and November 2025, Plaintiff commissioned  
20 independent analytical testing of multiple retail units of Defendant’s Products which  
21 were purchased at Target and on-line through Amazon. <sup>10</sup>

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25 <sup>8</sup> Grandview Research, *Sensitive Skin Care Products Market (2024-2030)*. Available at  
<https://www.grandviewresearch.com/industry-analysis/sensitive-skin-care-products-market-report>

26 <sup>9</sup> U.S. Food & Drug Administration, Allergens in Cosmetics, February 25, 2022. Available at  
27 <https://www.fda.gov/cosmetics/cosmetic-ingredients/allergens-cosmetics>.

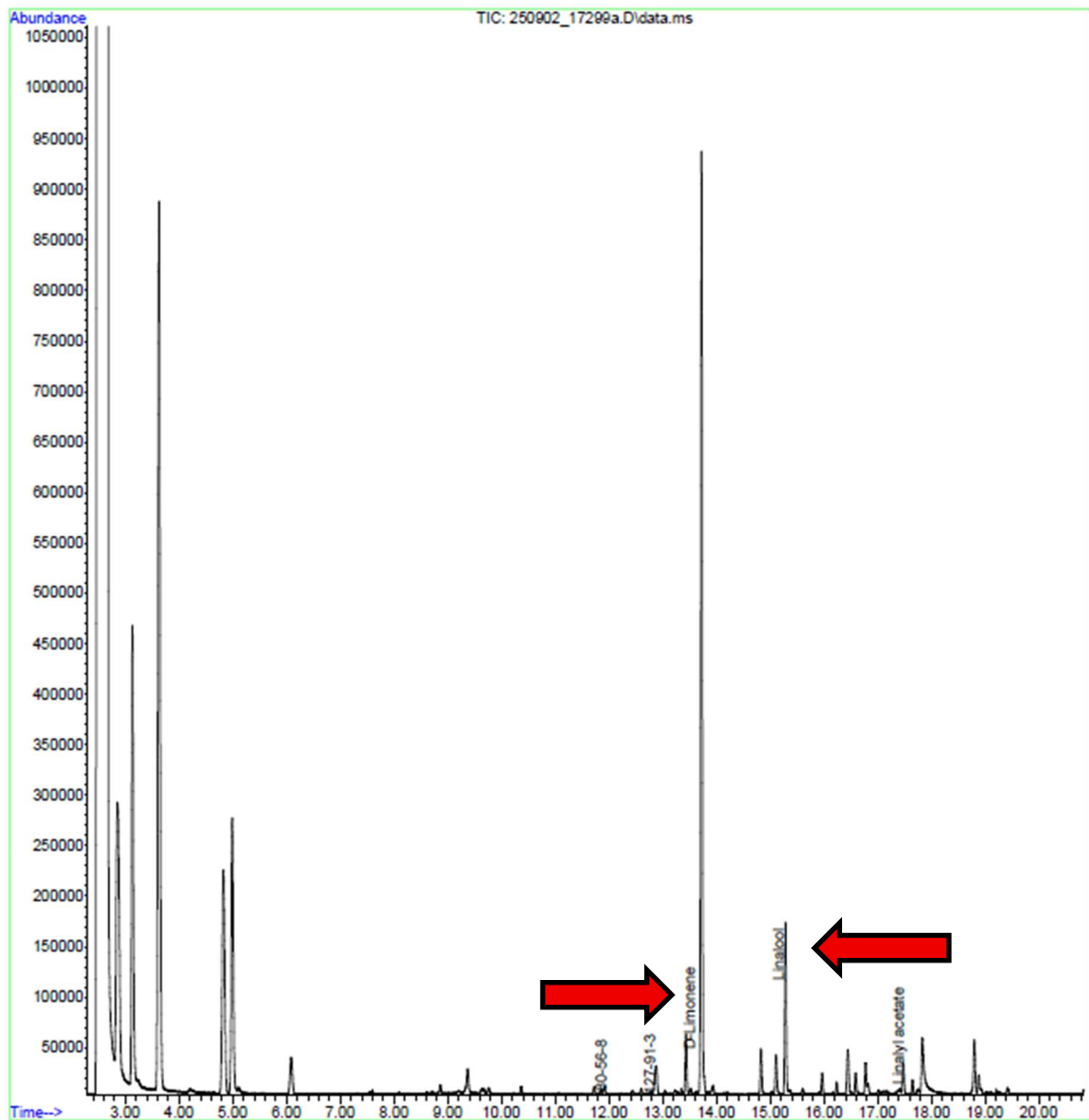
28 <sup>10</sup> The following lot numbers were tested: 251538893, 25111N, and 252274219. Each of which

1           39. The testing employed headspace gas chromatography coupled with mass  
2 spectrometry (“GC/MS”) to identify volatile and semi-volatile fragrance constituents.

3           40. The testing detected the presence of d-Limonene and Linalool, fragrance  
4 constituents widely recognized in dermatological and toxicological literature as  
5 common causes of allergic contact dermatitis. They are among the 26 fragrance  
6 allergens acknowledged by the FDA.

7           41. These fragrance allergens are not disclosed individually on the Product  
8 label and are present solely as components of the Product’s fragrance formulation.

9           42. Defendant’s inclusion of these known fragrance allergens renders its  
10 “hypoallergenic” representation false and misleading.



### REASONABLE CONSUMER

43. Defendant knew that one of the most important representations made on the Wet Ones' label is that the Product is "hypoallergenic."

44. Defendant placed the "hypoallergenic" representation prominently on the Product's principal display panel and repeated the representation elsewhere on the

1 packaging, demonstrating Defendant's intent that consumers see, notice, and rely  
2 upon the statement at the point of sale.

3 45. Reasonable consumers ascribe a common, shared meaning to words and  
4 phrases appearing on product labels, particularly where those words relate to health,  
5 safety, or skin sensitivity.

6 46. Reasonable consumers rely on product labels for their truth and accuracy  
7 and are entitled to do so without conducting independent scientific testing or  
8 ingredient analysis.

9 47. Reasonable consumers are not required to conduct research into  
10 undisclosed subcomponents of listed ingredients, such as fragrance constituents, in  
11 order to verify the truthfulness of express label claims.

12 48. Nor are reasonable consumers required to discount or disbelieve  
13 prominent front-of-package representations based on the mere possibility that  
14 undisclosed ingredients may contradict those representations.

15 49. Instead, it is the responsibility of product manufacturers to ensure that  
16 express labeling claims are truthful and not misleading in light of the Product's actual  
17 formulation.

18 50. Plaintiff and Class Members reasonably believed that Defendant's  
19 prominent front- and back-label statement that the Product is "hypoallergenic" was  
20 true.

21 51. Plaintiff and Class Members reasonably understood "hypoallergenic" to  
22 mean that the Product was formulated to reduce the likelihood of allergic reactions as  
23 compared to ordinary products, including by avoiding the intentional inclusion of  
24 ingredients widely recognized as common causes of allergic contact dermatitis.

25 52. This understanding is particularly reasonable where, as here, the  
26 allegedly hypoallergenic Product includes fragrance solely for sensory purposes and  
27 not for any functional or therapeutic necessity.

28

1           53. Defendant’s “hypoallergenic” representation conveyed to reasonable  
2 consumers that the Product was suitable for sensitive skin and less likely to provoke  
3 allergic reactions than competing products that do not make such claims.

4           54. By deceiving consumers about the nature, quality, and formulation of its  
5 Product, Defendant was able to capture market share from competing products and  
6 command a price premium, increasing its own sales and profits.

7           55. Consumers lack the ability to test or independently ascertain the presence  
8 of fragrance allergens at the point of sale. Consumers therefore must and do rely on  
9 manufacturers to accurately disclose or avoid making misleading representations  
10 regarding allergenic risk.

11           56. At the time Plaintiff and Class Members purchased the Product, they did  
12 not know, and had no reason to know, that the hypoallergenic representations were  
13 misleading, deceptive, and unlawful.

14           57. Plaintiff and Class Members would not have purchased the Product, or  
15 would have purchased it on different terms, had known the truth.

16  
17                           **NO ADEQUATE REMEDY AT LAW**

18           58. Plaintiff and members of the Class are entitled to equitable relief as no  
19 adequate remedy at law exists.

20           59. Broader Statutes of Limitations. The statutes of limitations for the causes  
21 of action pled herein vary. The limitations period is four years for claims brought  
22 under the UCL, which is one year longer than the statutes of limitations for damages  
23 claims under the CLRA.

24           60. Broader Scope of Conduct. The scope of actionable misconduct under the  
25 unfair prong of the UCL is broader than the other causes of action asserted herein. The  
26 UCL creates a cause of action for violations of other laws, which does not require,  
27 among other things, that a reasonable consumer would have been deceived in order to  
28 establish a violation. Thus, Plaintiff and Class members may be entitled to restitution



1 under the UCL, while not entitled to damages under other causes of action asserted  
2 herein (*e.g.*, the FAL requires actual or constructive knowledge of the falsity; the  
3 CLRA is limited to certain types of plaintiffs (an individual who seeks or acquires, by  
4 purchase or lease, any goods or services for personal, family, or household purposes)  
5 and other statutorily enumerated conduct).

6 61. Defendant continues to misrepresent the Product claiming it is  
7 “hypoallergenic” thereby necessitating injunctive relief in order to prevent Defendant  
8 from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described  
9 herein and to prevent future harm—none of which can be achieved through available  
10 legal remedies (such as monetary damages to compensate past harm).

11 62. Finally, this is an initial pleading. The adequacy and availability of all  
12 remedies, including legal and equitable, will not be resolved until the case is further  
13 advanced upon the closure of discovery, resolution of class certification and any  
14 potential summary judgment.

15  
16 **ECONOMIC INJURY**

17 63. Plaintiff sought to buy Products that were lawfully labeled, marketed, and  
18 sold.

19 64. Manufacturers charge a price premium for products that are labeled as  
20 hypoallergenic. Defendant intentionally included the “hypoallergenic” representation  
21 on the Product’s label and in marketing materials to increase sales and/or charge a  
22 premium for the Product.

23 65. Plaintiff saw and relied on Defendant’s misleading labeling of its  
24 Products.

25 66. Defendant knew or should have known that reasonable consumers would  
26 consider the representations material in deciding to purchase the Product.

1           67. Defendant knew or should have known that the representations could  
2 plausibly deceive reasonable consumers into believing that the Product is  
3 hypoallergenic and at a minimum does not contain common allergens.

4           68. Plaintiff believed that the Products were lawfully marketed and sold.

5           69. In reliance on the claims made by Defendant regarding the qualities of its  
6 Products, Plaintiff paid for Products that she would not have purchased or, at a  
7 minimum, a price premium.

8           70. As a result of her reliance on Defendant's misrepresentations, Plaintiff  
9 received Products that contained ingredients which she reasonably believed they did  
10 not contain.

11           71. Plaintiff received Products that were unlawfully marketed and sold.

12           72. Plaintiff lost money and thereby suffered injury as he would not have  
13 purchased these Products and/or paid as much for them absent the misrepresentation.

14           73. Defendant knows that the claim "hypoallergenic" is material to a  
15 consumer's purchasing decision.

16           74. Plaintiff altered her position to her detriment and suffered damages in an  
17 amount equal to the amounts she paid for the Products she purchased, and/or in  
18 additional amounts attributable to the deception.

19           75. By engaging in the false and deceptive conduct alleged herein, Defendant  
20 reaped and continues to reap financial benefits in the form of sales and profits from  
21 its Products.

22           76. Plaintiff, however, would be willing to purchase products labeled as  
23 again in the future, including Defendant's Product, should she be able to rely with  
24 any confidence on Defendant's marketing as truthful and not deceptive.

25           77. However, Plaintiff will not be able to purchase Defendant's Product in  
26 the future, even though Plaintiff would like to, since simply viewing the ingredient  
27 list on Defendant's Product that displays the wording "hypoallergenic" on the label  
28 will not be enough to prevent Plaintiff from being deceived by Defendant's Product

1 since the sub-components of a fragrance need not be individually listed on the label  
2 thereby depriving the Plaintiff of any ability to determine existence of allergens in  
3 advance of purchase. Moreover, even if the information were made available,  
4 Plaintiff, as a reasonable consumer, does not have the scientific background or  
5 knowledge to make such a determination.

### 6 CLASS ACTION ALLEGATIONS

7  
8 78. Plaintiff brings this action on behalf of herself and on behalf of classes of  
9 all others similarly situated consumers defined as follows:

- 10 a. **California:** All persons in California who purchased the Class  
11 Products in California during the applicable Class Period;<sup>11</sup>  
12  
13 b. **Multi-State Breach of Warranty Class** All persons who  
14 purchased, during the applicable Class Periods, the Class Products  
15 in states with express warranty laws that are substantially similar to  
16 California law;<sup>12</sup>  
17 c. **Class Period** is the maximum time allowable as determined by the  
18 statute of limitation periods accompanying each cause of action.<sup>13</sup>  
19  
20

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21 <sup>11</sup> Collectively referred to as “Class or Classes.”

22 <sup>12</sup> Plaintiff preliminarily asserts the following states have express warranty laws that are substantially  
23 similar to California’s breach of express warranty law: Arizona, Colorado, Florida, Illinois,  
24 Massachusetts, Michigan, Minnesota, Nevada, New Mexico, New York, Ohio, Oregon,  
Pennsylvania, Texas, Washington.

25 <sup>13</sup> The statute of limitations for Plaintiff’s claims under California Civil Code § 1750, *et seq.*, and for  
26 unjust enrichment is 3 years. Accordingly for these claims the Class Period begins 3 years prior to  
27 the date of the initial filing to the present. Plaintiff’s claims under California’s Business and  
28 Professions Code § 17200, *et. seq.*, California’s Business & Professions Code § 17500, *et. seq.*, and  
for breach of express warranty have a statute of limitations of 4 years. Accordingly the Class Period  
for these claims begins four years prior to the date of filing to the present.

1           79. Plaintiff brings this class action pursuant to Federal Rule of Civil  
2 Procedure 23(a), and 23(b)(1), 23(b)(2), 23(b)(3) and 23(c)(4).

3           80. Excluded from the Classes are: (i) Defendant and its employees,  
4 principals, affiliated entities, legal representatives, successors and assigns; and (ii) the  
5 judges to whom this action is assigned.

6           81. Upon information and belief, there are tens of thousands of members of  
7 the Class. Therefore, individual joinder of all members of the Class would be  
8 impracticable.

9           82. There is a well-defined community of interest in the questions of law and  
10 fact affecting the parties represented in this action.

11           83. Common questions of law or fact exist as to all members of the Class.  
12 These questions predominate over the questions affecting only individual Class  
13 members. These common legal or factual questions include but are not limited to:  
14

- 15           a. Whether Defendant marketed, packaged, or sold the Class  
16 Products to Plaintiff and those similarly situated using false,  
17 misleading, or deceptive statements or representations;
- 18           b. Whether Defendant omitted or misrepresented material facts  
19 in connection with the sales of their Products;
- 20           c. Whether Defendant participated in and pursued the common  
21 course of conduct complained of herein;
- 22           d. Whether Defendant has been unjustly enriched as a result of  
23 its unlawful business practices;
- 24           e. Whether Defendant's actions violate the Unfair Competition  
25 Law, Cal. Bus. & Prof. Code §§17200, et seq. (the "UCL");
- 26           f. Whether Defendant's actions violate the False Advertising  
27 Law, Cal. Bus. & Prof. Code §§17500, et seq. (the "FAL");
- 28           g. Whether Defendant's actions violate the Consumers Legal  
Remedies Act, Cal. Civ. Code §§1750, et seq. (the "CLRA");

- h. Whether Defendant's actions constitute breach of express warranty;
- i. Whether Defendant should be enjoined from continuing the above-described practices;
- j. Whether Plaintiff and members of the Class are entitled to declaratory relief; and
- k. Whether Defendant should be required to make restitution, disgorge profits, reimburse losses, and pay damages as a result of the above-described practices.

84. Plaintiff's claims are typical of the claims of the Class, in that Plaintiff is a consumer who purchased Defendant's Product. Plaintiff is no different in any relevant respect from any other Class member who purchased the Product, and the relief sought is common to the Class.

85. Plaintiff is an adequate representative of the Class because her interests do not conflict with the interests of the members of the Class she seeks to represent, and she has retained counsel competent and experienced in conducting complex class action litigation. Plaintiff and her counsel will adequately protect the interests of the Class.

86. A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by each individual Class member will likely be relatively small, especially given the cost of the Products at issue and the burden and expense of individual prosecution of complex litigation necessitated by Defendant's conduct. Thus, it would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Moreover, even if members of the Class could afford individual actions, it would still not be preferable to class-wide litigation. Individualized actions present the potential for inconsistent or contradictory judgments. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

1 87. In the alternative, the Class may be certified because Defendant has acted  
2 or refused to act on grounds generally applicable to the Class, thereby making  
3 appropriate preliminary and final equitable relief with respect to each Class.

4 88. The requirements for maintaining a class action pursuant to Rule 23(b)(2)  
5 are also met, as Defendant has acted or refused to act on grounds generally applicable  
6 to the Class, thereby making appropriate final injunctive relief or corresponding  
7 declaratory relief with respect to the Class as a whole.

## 8 **CAUSES OF ACTION**

### 9 **FIRST CAUSE OF ACTION**

#### 10 **Violation of Breach of Express Warranty<sup>14</sup>** 11 **(On Behalf of a Multi-State Class)**

12 89. Plaintiff incorporates each and every allegation contained in the  
13 paragraphs above as if restated herein.

14 90. Defendant made express warranties to Plaintiff and members of the Class  
15 that the Products they purchased were “hypoallergenic.”

16 91. The “hypoallergenic” representation is a specific, affirmative statement  
17 of fact regarding the Products’ formulation and allergenic profile which appears  
18 uniformly on every unit of the Product sold during the Class Period and was intended  
19 to, and did, become part of the basis of the bargain between Defendant and  
20 consumers.

21 92. This warranty regarding the nature of the Product marketed by Defendant  
22 specifically relates to the goods being purchased and became the basis of the bargain.  
23  
24

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25 <sup>14</sup> A.R.S. § 47-2313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Fla. Stat. § 672.313; 810  
26 ILCS 5/2-313; Mass. Gen. Laws Ann. ch. 106 § 2-313; Mich. Comp. Laws § 440.2313  
27 Minn. Stat. § 336.2-313; Nev. Rev. Stat. § 104.2313; N.Y. U.C.C. Law § 2-313; Ohio Rev. Code §  
28 1302.26; Or. Rev. Stat. § 72.3130; 13 Pa. Cons. Stat. § 2313; Tex. Bus. & Com. Code § 2.313;  
Wash. Rev. Code § 62A.2-313.



1           93. Plaintiff and Class members purchased the Products in the belief that  
2 they conformed to the express warranties that were made on the Products' labels.

3           94. As alleged herein, the Products contain fragrance constituents, including  
4 d-Limonene and Linalool, that are widely recognized as common causes of allergic  
5 contact dermatitis and are inconsistent with the express "hypoallergenic"  
6 representation.

7           95. Defendant breached the express warranties made to Plaintiff and  
8 members of the Class by failing to supply goods that conformed to the warranties it  
9 made. As a result, Plaintiff and members of the Class suffered injury and deserve to be  
10 compensated for the damages they suffered.

11           96. Plaintiff and the members of the Class paid money for the Products.  
12 However, Plaintiff and the members of the Class did not obtain the full value of the  
13 advertised Products. If Plaintiff and other members of the Class had known of the true  
14 nature of the Products, they would not have purchased them or paid less for them.  
15 Accordingly, Plaintiff and members of the Class have suffered injury in fact and lost  
16 money or property as a result of Defendant's wrongful conduct.

17           97. Plaintiff and Class members are therefore entitled to recover damages,  
18 punitive damages, equitable relief such as restitution and disgorgement of profits, and  
19 declaratory and injunctive relief.

20           98. Defendant was provided notice of the breach through the CLRA demand  
21 transmitted to Defendant on November 17, 2025, which was accompanied by a draft  
22 of this complaint (including the express warranty causes of action).  
23  
24  
25  
26  
27  
28

**SECOND CAUSE OF ACTION**  
**Unfair Business Practices**  
**Violation of The Unfair Competition Law**  
**Bus. & Prof. Code §§ 17200, *et seq.***  
**(On behalf of the California Class)**

99. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

100. The UCL defines unfair business competition to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal. Bus. Prof. Code §17200.

101. A business act or practice is “unfair” under the Unfair Competition Law if the reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

102. Defendant has violated, and continues to violate, the “unfair” prong of the UCL through its misleading description of the Products. The gravity of the harm to members of the Class resulting from such unfair acts and practices outweighs any conceivable reasons, justifications, or motives of Defendant for engaging in such deceptive acts and practices. By committing the acts and practices alleged above, Defendant engaged, and continued to engage, in unfair business practices within the meaning of California Business and Professions Code §§17200, *et seq.*

103. In accordance with California Business & Professions Code section 17203, and as Plaintiff lacks an adequate remedy at law, she seeks an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign.

104. Through its unfair acts and practices, Defendant obtained, and continues to unfairly obtain, money from members of the Class. As such, Plaintiff has been injured and requests that this Court cause Defendant to restore this money to Plaintiff and the members of the Class, to disgorge the profits Defendant made on its Products,

1 and to enjoin Defendant from continuing to violate the Unfair Competition Law or  
2 violating it in the same fashion in the future. Otherwise, the Class may be irreparably  
3 harmed and denied an effective and complete remedy if such an Order is not granted.  
4

5 **THIRD CAUSE OF ACTION**  
6 **Fraudulent Business Practices**  
7 **Violation of The Unfair Competition Law**  
8 **Bus. & Prof. Code §§ 17200, *et seq.***  
9 **(On behalf of the California Class)**

10 105. Plaintiff incorporates each and every allegation contained in the  
11 paragraphs above as if restated herein.

12 106. The UCL defines unfair business competition to include any “unlawful,  
13 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
14 misleading” advertising. Cal. Bus. & Prof. Code §17200.

15 107. A business act or practice is “fraudulent” under the Unfair Competition  
16 Law if it actually deceives or is likely to deceive members of the consuming public.

17 108. Defendant’s acts and practices of mislabeling its Products in a manner to  
18 suggest they are “hypoallergenic” is fraudulent.

19 109. As a result of the conduct described above, Defendant has been, and will  
20 continue to be, unjustly enriched at the expense of Plaintiff and members of the  
21 proposed Class. Specifically, Defendant has been unjustly enriched by the profits it  
22 has obtained from Plaintiff and the Class from the purchases of its Products.

23 110. In accordance with California Business & Professions Code Section  
24 17203, and as Plaintiff lacks an adequate remedy at law, she seeks an order enjoining  
25 Defendant from continuing to conduct business through unlawful, unfair, and/or  
26 fraudulent acts and practices and to commence a corrective advertising campaign.

27 111. Through its fraudulent acts and practices, Defendant has improperly  
28 obtained, and continues to improperly obtain, money from members of the Class. As  
such, Plaintiff requests that this Court cause Defendant to restore this money to

1 Plaintiff and the Class, to disgorge the profits Defendant has made, and to enjoin  
2 Defendant from continuing to violate the Unfair Competition Law or violating it in the  
3 same fashion in the future. Otherwise, the Class may be irreparably harmed and  
4 denied an effective and complete remedy if such an Order is not granted.

5  
6 **FOURTH CAUSE OF ACTION**  
7 **Unlawful Business Practices**  
8 **Violation of The Unfair Competition Law**  
9 **Bus. & Prof. Code §§ 17200, *et seq.***  
10 **(On behalf of the California Class)**

11 112. Plaintiff incorporates each and every allegation contained in the  
12 paragraphs above as if rewritten herein.

13 113. The UCL defines unfair business competition to include any “unlawful,  
14 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or  
15 misleading” advertising. Cal. Bus. Prof. Code § 17200.

16 114. A business act or practice is “unlawful” if it violates any established state  
17 or federal law.

18 115. Defendant’s labeling and marketing of the Products as “hypoallergenic”  
19 constitutes an unlawful business practice within the meaning of the UCL because it  
20 violates California’s Sherman Food, Drug, and Cosmetic Law, Health & Safety Code  
21 section 111730 et seq.

22 116. Under the Sherman Act, a cosmetic is misbranded if its labeling is false or  
23 misleading in any particular. Health & Safety Code § 111330. California’s Sherman  
24 Act expressly adopts the federal cosmetic misbranding standard set forth in the Federal  
25 Food, Drug, and Cosmetic Act (“FDCA”), 21 U.S.C. § 362(a).

26 117. Defendant labeled and marketed the Products as “hypoallergenic” despite  
27 the intentional inclusion of fragrance ingredients d-Limonene and Linalool that are  
28 widely recognized as common allergens. This representation created a false and  
misleading impression regarding the Products’ formulation and allergenic profile.

1 118. Because the Products' labeling was false or misleading in a material  
2 respect, the Products were misbranded under 21 U.S.C. § 362(a) and Health & Safety  
3 Code § 111730.

4 119. Plaintiff does not seek to enforce the FDCA, nor does Plaintiff seek to  
5 impose requirements different from or in addition to those imposed by the FDCA.  
6 Plaintiff seeks to enforce California law that independently incorporates the federal  
7 misbranding standard and is actionable under the UCL.

8 120. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff  
9 and members of the Class suffered economic injury, including payment of a price  
10 premium for Products that were falsely marketed as "hypoallergenic."

11 121. By committing the unlawful acts and practices alleged above, Defendant  
12 has engaged, and continues to be engaged, in unlawful business practices within the  
13 meaning of California Business and Professions Code §§ 17200, *et seq.*

14 122. Through its unlawful acts and practices, Defendant has obtained, and  
15 continues to unfairly obtain, money from members of the Class. As such, Plaintiff  
16 requests that this Court cause Defendant to restore this money to Plaintiff and all  
17 members of the Class, to disgorge the profits Defendant made on these transactions, and  
18 to enjoin Defendant from continuing to violate the Unfair Competition Law or violating  
19 it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and  
20 denied an effective and complete remedy if such an order is not granted.

21  
22 **FIFTH CAUSE OF ACTION**

23 **False Advertising**  
24 **Violation of California Business & Professions Code §§ 17500, *et seq.***  
**(On behalf of the California Class)**

25 123. Plaintiff incorporates each and every allegation contained in the  
26 paragraphs above as if restated herein.

27 124. Defendant uses advertising and packaging to sell its Products. Defendant  
28 disseminates advertising regarding its Products which by their very nature are

1 deceptive, untrue, or misleading within the meaning of California Business &  
2 Professions Code §§17500, *et seq.* because those advertising statements contained on  
3 the labels are misleading and likely to deceive, and continue to deceive, members of  
4 the putative Class and the general public.

5 125. In making and disseminating the statements alleged herein, Defendant  
6 knew or should have known that the statements were untrue or misleading, and acted  
7 in violation of California Business & Professions Code §§17500, *et seq.*

8 126. The misrepresentations and non-disclosures by Defendant of the material  
9 facts detailed above constitute false and misleading advertising and therefore  
10 constitute a violation of California Business & Professions Code §§17500, *et seq.*

11 127. Through its deceptive acts and practices, Defendant has improperly and  
12 illegally obtained money from Plaintiff and the members of the Class. As such,  
13 Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and  
14 the members of the Class, and to enjoin Defendant from continuing to violate  
15 California Business & Professions Code §§17500, *et seq.*, as discussed above.  
16 Otherwise, Plaintiff and those similarly situated will continue to be harmed by  
17 Defendant's false and/or misleading advertising.

18 128. As a result, and as they lack an adequate remedy at law, Plaintiff and the  
19 Class are entitled to equitable relief, restitution, and an order for the disgorgement of  
20 the funds by which Defendant was unjustly enriched and pray for relief as set forth  
21 below.

22 129. Pursuant to California Business & Professions Code §17535, Plaintiff  
23 seeks an Order of this Court ordering Defendant to fully disclose the true nature of its  
24 misrepresentations. Plaintiff additionally requests an Order: (1) requiring Defendant to  
25 disgorge its ill-gotten gains, (2) award full restitution of all monies wrongfully  
26 acquired by Defendant, and (3) interest and attorneys' fees. Plaintiff and the Class  
27 may be irreparably harmed and denied an effective and complete remedy if such an  
28 Order is not granted.



**SIXTH CAUSE OF ACTION**

**Violation of the Consumers Legal Remedies Act  
California Civil Code §§ 1750, *et seq.*  
(On behalf of the California Class)**

130. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

131. This cause of action is brought pursuant to the Consumers Legal Remedies Act, California Civil Code §§1750, *et seq.* (the “CLRA”).

132. Plaintiff and each member of the proposed Class are “consumers” within the meaning of Civil Code §1761(d).

133. The purchases of the Products by consumers constitute “transactions” within the meaning of Civil Code §1761(e) and the Products constitute “goods” within the meaning of Civil Code §1761(a).

134. Defendant has violated, and continues to violate, the CLRA in at least the following respects:

- a. §1770(5) pertaining to misrepresentations regarding the characteristics of goods sold—specifying that misleading representations regarding ingredients violate the CLRA;
- b. §1770(7) pertaining to misrepresentations regarding the standard, quality, or grade of goods sold; and
- c. § 1770(9) pertaining to goods advertised with the intent not to provide what is advertised.

135. Defendant knew, or should have known, that the labeling of its Products as hypoallergenic violated consumer protection laws, and that these statements would be relied upon by Plaintiff and the members of the Class.

136. The representations were made to Plaintiff and all members of the Class. Plaintiff relied on the accuracy of the representations on Defendant’s labels which formed a material basis for their decisions to purchase the Products. Moreover, based on the very materiality of Defendant’s misrepresentations uniformly made on or

1 omitted from their Product labels, reliance may be presumed or inferred for all  
2 members of the Class.

3 137. Defendant carried out the scheme set forth in this Complaint willfully,  
4 wantonly, and with reckless disregard for the interests of Plaintiff and the Class, and  
5 as a result, Plaintiff and the Class have suffered an ascertainable loss of money or  
6 property.

7 138. Plaintiff and the members of the Class request that this Court enjoin  
8 Defendant from continuing to engage in the unlawful and deceptive methods, acts and  
9 practices alleged above, pursuant to California Civil Code §1780(a)(2). Unless  
10 Defendant is permanently enjoined from continuing to engage in such violations of the  
11 CLRA, future consumers of Defendant's Products will be damaged by their acts and  
12 practices in the same way as have Plaintiff and the members of the proposed Class.

13 139. Plaintiff served a CLRA demand pursuant to Civil Code §1782 on  
14 November 17, 2025, notifying Defendant of the conduct described herein and that  
15 such conduct was in violation of particular provisions of Civil Code §1770. More than  
16 30 days have passed and Defendant has failed to address Plaintiff's demands. Plaintiff  
17 now seeks the full measure of damages provided under Civil Code §1780.

**SEVENTH CAUSE OF ACTION**  
**Restitution Based On Quasi-Contract/Unjust Enrichment**

140. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

141. Plaintiff pleads this cause of action in the alternative and pursuant to California law.

142. Defendant's conduct in enticing Plaintiff and the Class to purchase its Products with false and misleading packaging is unlawful because the statements contained on the Defendant's Product labels are untrue.

143. Defendant took monies from Plaintiff and the Class for these Products and have been unjustly enriched at the expense of Plaintiff and the Class as a result of their unlawful conduct alleged herein, thereby creating a quasi-contractual obligation on Defendant to restore these ill-gotten gains to Plaintiff and the Class. It is against equity and good conscience to permit Defendant to retain the ill-gotten benefits received from Plaintiff and Class members.

144. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff and the Class are entitled to restitution or restitutionary disgorgement in an amount to be proved at trial.

**PRAYER FOR RELIEF**

THEREFORE, Plaintiff, on behalf of herself and on behalf of the other members of the Class and for the Counts so applicable on behalf of the general public request an award and relief as follows:

A. An order certifying that this action is properly brought and may be maintained as a class action, that Plaintiff be appointed Class Representative, and Plaintiff's counsel be appointed Lead Counsel for the Class.

B. Restitution in such amount that Plaintiff and all members of the Class paid to purchase Defendant's Product or restitutionary disgorgement of the profits Defendant obtained from those transactions, for Causes of Action for which they are available.

C. Compensatory damages for Causes of Action for which they are available.

D. Statutory penalties for Causes of Action for which they are available.

E. Punitive Damages for Causes of Action for which they are available.

F. A declaration and Order enjoining Defendant from marketing and labeling its Products deceptively, in violation of laws and regulations as specified in this Complaint.

G. An Order awarding Plaintiff her costs of suit, including reasonable attorneys' fees and pre and post judgment interest.

H. An Order requiring an accounting for, and imposition of, a constructive trust upon all monies received by Defendant as a result of the unfair, misleading, fraudulent and unlawful conduct alleged herein.

I. Such other and further relief as may be deemed necessary or appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all causes of action or issues so triable.

DATED: December 19, 2025

Respectfully submitted,



Michael D. Braun

**KUZYK LAW, LLP**

2121 Avenue of the Stars, Ste. 800

Los Angeles, California 90067

Telephone: (213) 401-4100

Email: mdb@kuzykclassactions.com

*Counsel 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**

CHERIE KOUTOUFIDIS on behalf of herself and all others similarly situated

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

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

Michael D. Braun (167416)  
Kuzyk Law, LLP, 1999 Avenue of the Stars, Ste 1100, LA,  
CA 90067. 213-401-4100

**DEFENDANTS**

EDGEWELL PERSONAL CARE BRANDS, LLC

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

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

Attorneys (If Known)

**'25CV3692 AJB DEB**

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

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 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 checked="" 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 checked="" 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)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Bus & Prof Code 17200, 17500; CA Com Code 2313; Ca Civ Code 1750  
Brief description of cause:  
false and misleading product labeling

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,001 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

12-19-25

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_