

1 Christopher R. Pitoun (SBN 290235)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
3 301 N. Lake Avenue, Suite 920
4 Pasadena, California 91101
5 Telephone: (213) 330-7150
6 Facsimile: (213) 330-7152
7 Email: christopherp@hbsslaw.com

8 Robert B. Carey (*pro hac vice forthcoming*)
9 Michella A. Kras (*pro hac vice forthcoming*)
10 E. Tory Beardsley (*pro hac vice forthcoming*)
11 HAGENS BERMAN SOBOL SHAPIRO LLP
12 11 West Jefferson, Suite 1000
13 Phoenix, Arizona 85003
14 Telephone: (602) 840-5900
15 Facsimile: (602) 840-3012
16 Email: rob@hbsslaw.com
17 michellak@hbsslaw.com
18 toryb@hbsslaw.com

19 *Counsel for Plaintiffs*

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 WESTERN DIVISION

23 HANNAH HOWELL, BRIGETTE LOWE,
24 ROBIN EISMAN, KERI LYNCH,
25 KATHRYN KESSINGER, HOLLIE
26 SHADD, ASHLEY PRICE-HORTON,
27 GAYANNA LYNNE RULE, JINNY
28 HAGER, KIMBRELLE RODGERS,
DENISE SMITH, KATELYN DIAS,
DEANNA HARRELL, LAUREN CARR,
KERRI PARKER, ALIKI MARINOS,
LYNETTE ARMSTRONG, JAKE
TULOGESKI, MARK GEIS, KELLY
DUGAS, JULIE DZIEKAN, ERIN
COYLE, LEILA MELLO, KIMBERLY

Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 WEATHERBEE, KRISTY CREECH, KIM
2 DAVIS, ISABELLE SALHANI, TERASA
3 ROWE, SUSAN VEACH, AND
4 ANTHONY FRANCESCONI, individually
and on behalf of themselves and all others
similarly situated,

5
6 Plaintiffs,

7 v.

8 JOHN PAUL MITCHELL SYSTEMS,

9
10 Defendant.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	<u>Page</u>
I. INTRODUCTION.....	1
II. PARTIES.....	3
III. JURISDICTION AND VENUE.....	5
IV. FACTS.....	7
A. History of JPMS.....	7
B. JPMS’s “Cruelty Free” Promise.....	9
C. Animal Testing in the Cosmetic Industry.....	23
D. Consumers’ Attitudes Toward Animal Testing.....	26
E. Regulations on Animal Testing for Cosmetics in the U.S. and Globally.....	27
F. Beauty Industry in China.....	31
G. JPMS and the Chinese Market.....	43
H. Plaintiffs.....	55
V. CLASS ACTION ALLEGATIONS.....	78
A. The Requirements of Rule 23(a)(1)-(4) Are Satisfied.....	82
1. Numerosity.....	82
2. Commonality.....	82
3. Typicality.....	83
4. Adequacy.....	83
B. The Requirements of Rule 23(b)(3) are Satisfied.....	84
1. Predominance.....	84
2. Superiority.....	84
VI. TOLLING OF STATUTE OF LIMITATIONS.....	85
VII. COUNTS.....	86
A. Arizona Causes of Action for Arizona Class Alleged by Plaintiff Hannah Howell (“Arizona Plaintiff”).....	86

1 COUNT I CONSUMER FRAUD ACT ARIZ. REV. STAT. § 44-1521 *et*
 seq. 86

2

3 B. California Causes of Action Alleged by Plaintiffs Robin Eisman,
 Keri Lynch, Brigitte Lowe, Jinny Hager, Terasa Rowe, Lynette
 Armstrong, and Isabelle Salhani (“California Plaintiffs”) 88

4

5 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
 CALIFORNIA UNIFORM COMMERCIAL CODE 88

6 COUNT II VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL
 REMEDIES ACT (CLRA) CAL. CIV. CODE § 1750, *et seq.* 89

7

8 COUNT III VIOLATION OF CALIFORNIA’S FALSE ADVERTISING
 LAW CAL. BUS. & PROF. CODE § 17500, *et seq.* 91

9 COUNT IV VIOLATION OF THE CALIFORNIA UNFAIR
 COMPETITION LAW CAL. BUS. & PROF. CODE § 17200, *ET*
 SEQ. 93

10

11 C. Colorado Causes of Action Alleged by Plaintiff Gayanna Lynne Rule
 (“Colorado Plaintiff”) 95

12

13 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
 COLORADO UNIFORM COMMERCIAL CODE 95

14 COUNT II COLORADO CONSUMER PROTECTION ACT (“Colorado
 CPA”) 96

15

16 D. Florida Causes of Action Alleged by Plaintiffs Gayanna Lynne Rule,
 Mark Geis, and Kimberly Weatherbee (“Florida Plaintiffs”) 99

17 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE FLORIDA
 UNIFORM COMMERCIAL CODE 99

18

19 COUNT II FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES
 ACT (“Florida DUTPA”) 100

20 E. Georgia Causes of Action Alleged by Plaintiffs Lynette Armstrong,
 Erin Coyle, and Terasa Rowe (“Georgia Plaintiffs”) 102

21

22 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
 GEORGIA UNIFORM COMMERCIAL CODE 102

23 COUNT II GEORGIA FAIR BUSINESS PRACTICES ACT (“Georgia
 FBPA”) 103

24

25 F. Hawaii Causes of Action Alleged by Plaintiff Mark Geis (“Hawaii
 Plaintiff”) 106

26 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE HAWAII
 UNIFORM COMMERCIAL CODE 106

27

28 COUNT II HAWAII UNFAIR DECEPTIVE ACTS OR PRACTICES
 (“Hawaii UDAP”) 107

1 G. Idaho Causes of Action Alleged by Plaintiffs Susan Veach and
Anthony Francesconi (“Idaho Plaintiffs”)..... 109

2 COUNT I IDAHO CONSUMER PROTECTION ACT (“Idaho CPA”)..... 109

3 H. Illinois Causes of Action Alleged by Plaintiffs Lauren Carr and Alik
4 Marinos (“Illinois Plaintiffs”)..... 111

5 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE ILLINOIS
UNIFORM COMMERCIAL CODE..... 111

6 COUNT II ILLINOIS DECEPTIVE TRADE PRACTICES ACT (“Illinois
7 DTPA”)..... 112

8 I. Indiana Causes of Action Alleged by Plaintiff Kathryn Kessinger
9 (“Indiana Plaintiff”)..... 115

10 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE INDIANA
UNIFORM COMMERCIAL CODE..... 115

11 COUNT II INDIANA DECEPTIVE CONSUMER SALES ACT (“Indiana
12 DCSA”) 116

13 J. Massachusetts Causes of Action Alleged by Plaintiffs Kelly Dugas,
Leila Mello, and Kimberly Weatherbee (“Massachusetts Plaintiffs”) 119

14 COUNT I MASSACHUSETTS CONSUMER PROTECTION ACT
15 (“Massachusetts CPA”)..... 119

16 K. Michigan Causes of Action Alleged by Plaintiff Lauren Carr
17 (“Michigan Plaintiff”) 122

18 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
MICHIGAN UNIFORM COMMERCIAL CODE 122

19 COUNT II MICHIGAN CONSUMER PROTECTION ACT (“Michigan
CPA”) 123

20 L. Minnesota Causes of Action Alleged by Plaintiff Kim Davis
21 (“Minnesota Plaintiff”)..... 125

22 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
MINNESOTA UNIFORM COMMERCIAL CODE 125

23 COUNT II MINNESOTA UNLAWFUL TRADE PRACTICES ACT
24 (“Minnesota UTPA”)..... 126

25 M. Nevada Causes of Action Alleged by Plaintiffs Hannah Howell and
Susan Veach (“Nevada Plaintiffs”) 128

26 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE NEVADA
UNIFORM COMMERCIAL CODE..... 128

27 COUNT II NEVADA DECEPTIVE TRADE PRACTICES ACT (“Nevada
28 DTPA”)..... 129

1 N. New Hampshire Causes of Action Alleged by Plaintiff Kimberly
Weatherbee (“New Hampshire Plaintiff”)..... 131

2

3 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE NEW
HAMPSHIRE UNIFORM COMMERCIAL CODE..... 131

4 COUNT II NEW HAMPSHIRE CONSUMER PROTECTION ACT (“New
Hampshire CPA”)..... 132

5

6 O. New Jersey Causes of Action Alleged by Plaintiff Gayanna Lynne
Rule (“New Jersey Plaintiff”)..... 135

7 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE NEW
JERSEY UNIFORM COMMERCIAL CODE 135

8

9 COUNT II NEW JERSEY UNFAIR TRADE PRACTICES ACT (“New
Jersey UTPA”)..... 136

10 P. North Carolina Causes of Action Alleged by Plaintiff Kristy Creech
 (“North Carolina Plaintiff”)..... 138

11

12 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE NORTH
CAROLINA UNIFORM COMMERCIAL CODE 138

13

14 COUNT II NORTH CAROLINA UNFAIR AND DECEPTIVE
PRACTICES ACT (“North Carolina UDPA”) 139

15

16 Q. Ohio Causes of Action Alleged by Plaintiff Gayanna Lynne Rule
 (“Ohio Plaintiff”)..... 141

17

18 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE OHIO
UNIFORM COMMERCIAL CODE..... 141

19

20 COUNT II OHIO CONSUMER SALES PRACTICES ACT (“Ohio CSPA”) 142

21

22 R. Oklahoma Causes of Action Alleged by Plaintiff Terasa Rowe
 (“Oklahoma Plaintiff”) 145

23

24 COUNT I OKLAHOMA CONSUMER PROTECTION ACT (“Oklahoma
CPA”) 145

25

26 S. Oregon Causes of Action Alleged by Plaintiffs Hannah Howell and
Anthony Francesconi (“Oregon Plaintiffs”)..... 147

27

28 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE OREGON
UNIFORM COMMERCIAL CODE..... 147

COUNT II OREGON UNLAWFUL TRADE PRACTICES ACT (“Oregon
UTPA”)..... 148

T. Pennsylvania Causes of Action Alleged by Plaintiffs Hollie Shadd
and Ashley Price-Horton (“Pennsylvania Plaintiffs”)..... 150

COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
PENNSYLVANIA UNIFORM COMMERCIAL CODE..... 150

1 COUNT II PENNSYLVANIA UNFAIR TRADE PRACTICES AND
 CONSUMER PROTECTION LAW (“Pennsylvania UTPCPL”) 152

2

3 U. Rhode Island Causes of Action Alleged by Plaintiff Kimberly
 Weatherbee (“Rhode Island Plaintiff”) 154

4 COUNT I RHODE ISLAND DECEPTIVE TRADE PRACTICES ACT
 (“Rhode Island DTPA”) 154

5

6 V. South Carolina Causes of Action Alleged by Plaintiff Kimbrelle
 Rodgers (“South Carolina Plaintiff”) 157

7 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE SOUTH
 CAROLINA UNIFORM COMMERCIAL CODE 157

8

9 W. Tennessee Causes of Action Alleged by Plaintiffs Katelyn Dias and
 Deanna Harrell (“Tennessee Plaintiffs”) 158

10 COUNT I TENNESSEE CONSUMER PROTECTION ACT (“Tennessee
 CPA”) 158

11

12 COUNT II UNJUST ENRICHMENT (IN THE ALTERNATIVE) 160

13 X. Texas Causes of Action Alleged by Plaintiffs Hannah Howell,
 Gayanna Lynne Rule, and Mark Geis (“Texas Plaintiffs”) 161

14 COUNT I TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER
 PROTECTION ACT (“Texas DTPA”) 161

15

16 Y. Utah Causes of Action Alleged by Plaintiffs Denise Smith and Kerrie
 Parker (“Utah Plaintiffs”) 164

17 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE UTAH
 UNIFORM COMMERCIAL CODE 164

18

19 COUNT II UTAH CONSUMER SALES PRACTICES ACT (“Utah CSPA”) 165

20 Z. Virginia Causes of Action Alleged by Plaintiff Isabelle Salhani
 (“Virginia Plaintiff”) 167

21 COUNT I BREACH OF EXPRESS WARRANTY UNDER THE
 VIRGINIA UNIFORM COMMERCIAL CODE 167

22

23 COUNT II VIRGINIA CONSUMER PROTECTION ACT (“Virginia
 CPA”) 168

24 AA. Wisconsin Causes of Action Alleged by Plaintiffs Jake Tulogeski,
 Mark Geis, and Julie Dziekan (“Wisconsin Plaintiffs”) 170

25

26 COUNT I WISCONSIN UNFAIR TRADE PRACTICES ACT (“Wisconsin
 UTPA”) 170

27 PRAYER FOR RELIEF 172

28 DEMAND FOR JURY TRIAL 173

I. INTRODUCTION

1
2 1. When a company makes promises or statements about its products,
3 consumers should be able to trust those promises and statements.

4
5 2. The law honors this truism and in fact goes even further. When a
6 company makes factual statements and has written promises on its products, the law
7 deems those statements and promises to be part of the contract between the parties,
8 and it protects consumers if the product fails to meet the promises or is not as stated
9 on the label.

10 3. Defendant John Paul Mitchell Systems (“JPMS”) was founded on the
11 principle that it would never test on animals, promising: “Never have. Never will.”
12 Since 1980, JPMS has publicized and reinforced this sentiment with its customers,
13 always expressly emphasizing that its hair-care products were never tested on
14 animals. JPMS went even further, actively publicly advocating against animal testing
15 in the cosmetics industry and seeking, through legislation, to punish those who tested
16 on animals.
17

18 4. JPMS’s promise that its products were never tested on animals can be
19 found on every product it sells, as well as in all its other media, publicity, and public-
20 relation materials, including advertisements, website, marketing campaigns,
21 interviews, and press releases. Over the years, John Paul Mitchell Systems’ product
22 labels have promised in various ways and words that its products are 100% cruelty
23 free. Those promises include: “Never Animal Tested”; “No Animal Testing”; “A
24 Pioneer in Cruelty-Free Hair Care”; and “John Paul Mitchell Systems does not
25 conduct or endorse animal testing.”
26
27
28

1 5. Yet, despite founding its company on the principle that it would never
2 test on animals, repeating that promise for over 40 years, and seeking to change
3 California law to punish those who test on animals, JPMS prioritized its profits over
4 its principles. JPMS has not honored its promises, allowing animal testing on
5 numerous products just to gain access to one of the world’s biggest consumer
6 marketplaces, China.
7

8 6. JPMS claimed it never has and never will test on animals anywhere in
9 the world, and in particular in China. While portraying itself in the United States as
10 an animal rights pioneer, JPMS opted to sell its products in China where testing on
11 animals was mandatory for companies like JPMS during the Class period. *See infra*.
12

13 7. When a company agrees to perform animal testing to gain access to the
14 Chinese market—while claiming the opposite in advertising, to the public, and on
15 every product that it sells—consumers who purchased products with false
16 representations about the characteristics of the products are harmed.
17

18 8. Because the marketplace disdains cosmetic products affiliated with
19 animal testing, the members of the Class were damaged at the point of sale by
20 overpaying for cosmetics that were in fact actually tested on animals despite
21 assurances on the product stating otherwise.

22 9. Consequently, Plaintiffs bring this as a class action on behalf of
23 purchasers of any JPMS hair-care products. Plaintiffs seek damages for breach of
24 express warranty under the Uniform Commercial Code and state consumer
25 protection acts.
26
27
28

II. PARTIES

1
2 10. Plaintiff Hannah Howell is a resident of Portland, Oregon, who
3 purchased JPMS hair-care products in Arizona, Oregon, Nevada, and Texas.

4
5 11. Plaintiff Brigette Lowe is a resident of Bethel Island, California, who
6 purchased JPMS hair-care products in California.

7
8 12. Plaintiff Robin Eisman is a resident of San Juan Capistrano, California,
who purchased JPMS hair-care products in California.

9
10 13. Plaintiff Keri Lynch is a resident of San Diego, California, who
11 purchased JPMS hair-care products in California.

12
13 14. Plaintiff Kathryn Kessinger is a resident of Jeffersonville, Indiana, who
purchased JPMS hair-care products in Indiana.

14
15 15. Plaintiff Hollie Shadd is a resident of Irwin, Pennsylvania, who
purchased JPMS hair-care products in Pennsylvania.

16
17 16. Plaintiff Ashley Price-Horton is a resident of Havertown, Pennsylvania,
who purchased JPMS hair-care products in Pennsylvania.

18
19 17. Plaintiff Gayanna Lynne Rule is a resident of Westcliffe, Colorado, who
20 purchased JPMS hair-care products in Colorado, Florida, Ohio, New Jersey, and
21 Texas.

22
23 18. Plaintiff Jinny Hager is a resident of Solvang, California, who
purchased JPMS hair-care products in California.

24
25 19. Plaintiff Kimbrelle Rodgers is a resident of Batesburg, South Carolina,
26 who purchased JPMS hair-care products in South Carolina.

27
28 20. Plaintiff Denise Smith is a resident of Salt Lake City, Utah, who
purchased JPMS hair-care products in Utah.

1 21. Plaintiff Katelyn Dias is a resident of Cleveland, Tennessee, who
2 purchased JPMS hair-care products in Tennessee.

3 22. Plaintiff Deanna Harrell is a resident of Knoxville, Tennessee, who
4 purchased JPMS hair-care products in Tennessee.

5 23. Plaintiff Lauren Carr is a resident of Chicago, Illinois, who purchased
6 JPMS hair-care products in Illinois and Michigan.

7 24. Plaintiff Kerri Parker is a resident of Ogden, Utah, who purchased
8 JPMS hair-care products in Utah.

9 25. Plaintiff Aliko Marinos is a resident of Glenview, Illinois, who
10 purchased JPMS hair-care products in Illinois.

11 26. Plaintiff Lynette Armstrong is a resident of Griffin, Georgia, who
12 purchased JPMS hair-care products in California and Georgia.

13 27. Plaintiff Jake Tulogesi is a resident of Appleton, Wisconsin, who
14 purchased JPMS hair-care products in Wisconsin.

15 28. Plaintiff Mark Geis is a resident of Eagle River, Wisconsin, who
16 purchased JPMS hair-care products in Florida, Hawaii, Texas, and Wisconsin.

17 29. Plaintiff Kelly Dugas is a resident of Waltham, Massachusetts, who
18 purchased JPMS hair-care products in Massachusetts.

19 30. Plaintiff Julie Dziekan is a resident of West Allis, Wisconsin, who
20 purchased JPMS hair-care products in Wisconsin.

21 31. Plaintiff Erin Coyle is a resident of Cornelia, Georgia, who purchased
22 JPMS hair-care products in Georgia.

23 32. Plaintiff Leila Mello is a resident of Fall River, Massachusetts, who
24 purchased JPMS hair-care products in Massachusetts.

1 33. Plaintiff Kimberly Weatherbee is a resident of Hyde Park,
2 Massachusetts, who purchased JPMS hair-care products in Florida, Massachusetts,
3 New Hampshire, and Rhode Island.

4 34. Plaintiff Kristy Creech (formerly Bennett) is a resident of East Bend,
5 North Carolina, who purchased JPMS hair-care products in North Carolina.

6 35. Plaintiff Kim Davis is a resident of Savage, Minnesota, who purchased
7 JPMS hair-care products in Minnesota.

8 36. Plaintiff Isabelle Salhani is a resident of Chicago, Illinois, who
9 purchased JPMS hair-care products in California, and Virginia.

10 37. Plaintiff Terasa Rowe is a resident of Augusta, Georgia, who purchased
11 JPMS hair-care products in California, Georgia, and Oklahoma.

12 38. Plaintiff Susan Veach is a resident of Mesquite, Nevada, who purchased
13 JPMS hair-care products in Idaho and Nevada.

14 39. Plaintiff Anthony Francesconi is a resident of La Grande, Oregon, who
15 purchased JPMS hair-care products in Idaho and Oregon.

16 40. JPMS was registered on March 31, 1980, as a California corporation. Its
17 principal place of business is at 20705 Centre Pointe Parkway, Santa Clarita, CA,
18 91350.

19
20
21
22 **III. JURISDICTION AND VENUE**

23 41. This Court has subject-matter jurisdiction over this action under 28
24 U.S.C. § 1332(d)(2) because at least one class member is of diverse citizenship from
25 Defendant, there are over 100 class members, and upon information and belief, the
26 aggregate amount in controversy exceeds \$5,000,000.
27
28

1 42. This Court has personal jurisdiction over Plaintiff Robin Eisman
2 because she is a resident of this District.

3 43. This Court has personal jurisdiction over Plaintiff Jinny Hager because
4 she is a resident of this District and Division of the District.

5 44. The Court has personal jurisdiction over the remaining Plaintiffs
6 because they submit to this Court's jurisdiction.

7 45. This Court has personal jurisdiction over JPMS because it is a
8 California corporation, its principal place of business is in this District and Division
9 of the District, and it has conducted and continues to conduct business in California
10 and in this District.

11 46. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (2)
12 because JPMS resides in this District and the events that gave rise to the claims
13 occurred in substantial part in this District.

14 47. Upon information and belief, JPMS developed, determined, and
15 disseminated its cruelty-free claims at and from its headquarters in California.

16 48. Upon information and belief, all marketing and advertising decisions
17 related to JPMS's cruelty-free claims were made and disseminated from its
18 headquarters in California.

19 49. Upon information and belief, JPMS developed and determined the
20 cruelty-free labels, promises, representations, and logos placed on all of its products
21 from its headquarters in California.

22 50. Upon information and belief, JPMS solicited salons and distributors
23 across the country to sell and promote its cruelty-free hair-care products from its
24 headquarters in California.

1 58. JPMS was launched with just three products, all under the product line
2 Paul Mitchell®: Shampoo One®, Shampoo Two®, and The Conditioner®.

3 59. Mitchell acted as the face of JPMS, being featured in the advertising for
4 the company.

5 60. JPMS quickly expanded to include other products under the Paul
6 Mitchell® brand.

7 61. In 1989, Mitchell passed away and left his share of JPMS to his son,
8 Angus Mitchell.

9 62. After Paul Mitchell's death, JPMS changed its marketing to make
10 DeJoria the face of JPMS. DeJoria is featured in JPMS's advertising campaigns and
11 on the JPMS website. DeJoria is currently listed as co-founder and chairman of the
12 board at JPMS.²

13 63. Around the same time, JPMS also recruited Luke Jacobellis to become
14 an officer and director of JPMS. Jacobellis served, and continues to serve, in various
15 positions in the JPMS organization.

16 64. In 2001, JPMS established Paul Mitchell Schools as a joint venture with
17 Von Curtis Academy.

18 65. These schools are operated under the brand-name of "Paul Mitchell
19 Schools" and have over 100 locations across the United States.

20 66. Upon information and belief, California has more Paul Mitchell Schools
21 than any other state.

22
23
24
25
26
27 ² Our Leaders, PAUL MITCHELL, <https://www.paulmitchell.com/pages/our-leaders>
28 (last visited Feb. 11, 2026).

1 67. Students that attend these schools exclusively use JPMS hair-care
2 products and are specifically educated about the JPMS brand, including its “cruelty
3 free” promises.

4 68. “Cruelty free” is a term used in the cosmetics industry that means
5 products and the ingredients in those products are not tested on animals anywhere in
6 the development, testing, manufacturing, or production of a product.

7 69. In 2021, Michaeline DeJoria, John Paul DeJoria’s daughter, took over
8 as the CEO of JPMS.

9 70. Today, JPMS manufactures hair-care products through several brands,
10 including Paul Mitchell®, Clean Beauty, Tea Tree, MITCH®, Awapuhi Wild
11 Ginger®, Neuro®, and MVRCK™.

12 71. It is estimated that JPMS has annual revenues of over \$1 billion per
13 year.

14 72. Upon information and belief—given JPMS’s presence in California and
15 the number of individuals residing in California—JPMS sells more hair-care
16 products in California than any other state.

17
18
19
20 **B. JPMS’s “Cruelty Free” Promise**

21 73. Since its formation, a key component of JPMS’s brand was that JPMS’s
22 products were cruelty free.

23 74. Throughout its history, JPMS committed to never perform animal
24 testing and included that commitment in its advertising, on its website, and on its
25 products.
26
27
28

1 75. JPMS has claimed and continues to claim it is a “A PIONEER IN
2 CRUELTY-FREE HAIR-CARE SINCE 1980”³ or “*SINCE OUR FOUNDING IN*
3 *1980, WE HAVE BEEN COMMITTED TO CRUELTY-FREE HAIR CARE.*”⁴

4 76. JPMS also promises: “No Animal Testing. Never Have. Never Will.”



16
17 77. People for the Ethical Treatment of Animal’s (“PETA”) has a
18 certification program called “Beauty Without Bunnies,” which requires companies to
19 sign a statement of assurance verifying it does not test on animal anywhere in the
20 world.

21
22
23
24 ³ Our Company Story, Your Why, PAUL MITCHELL YOUTUBE CHANNEL (Nov. 25,
25 2024), https://www.youtube.com/watch?v=_CBfDxvtL-c (last visited Feb 11, 2026);
26 Our Product, PAUL MITCHELL, <https://www.paulmitchell.com/company/our-product>
(last visited Feb. 13, 2023).

27 ⁴ Cruelty-Free, PAUL MITCHELL, <https://www.paulmitchell.com/pages/cruelty-free>
28 (last visited Feb. 11, 2026).

1 78. In 1989, JPMS signed PETA’s Beauty Without Bunnies statement of
2 assurance “pledging never to test its products on animals,” and as of at least January
3 2023, JPMS appeared on PETA’s list of companies that does not test on animals
4 anywhere in the world, including China.⁵

5
6 79. JPMS has repeated its promise to never test on animals in its long-
7 standing advertising, on social media, and on its website.

8 80. In 2006, JPMS placed an ad in Vogue, representing: “Paul Mitchell
9 cruelty free environmentally friendly.”



25 ⁵ Featured Cruelty-Free Company: John Paul Mitchell Systems, PETA (Jan. 30,
26 2018), <https://www.peta.org/living/personal-care-fashion/paul-mitchell/> (last visited
27 Feb. 11, 2026); Paul Mitchell Systems, PETA,
28 <https://web.archive.org/web/20230126220018/https://crueltyfree.peta.org/company/paul-mitchell-systems/> (last visited Feb. 11, 2026).

1 81. In 2006, JPMS placed an ad in Vogue, representing: “cruelty free
2 environmentally friendly Paul Mitchell.”



19 82. In 2007, JPMS placed an ad in Vanity Fair, representing: “Join together
20 to preserve our natural resources, protect our animals and ensure the rights of all
21 people.”

22
23 83. In 2008, JPMS placed the same ad in Vanity Fair and Vogue featuring
24 DeJoria and his then ten-year old son, representing: “Be brave. Join me, my father
25 and all our John Paul Mitchell Systems family to help protect our world, our people,
26 and every living creature.”
27
28

1 84. In July 2010, JPMS placed a “Special Advertising Section” in Harper’s
2 Bazaar, representing: “The company is devoted to earth-friendly practices, being the
3 first hair care business to publicly oppose animal testing.”

4 85. In 2012, JPMS represented on its website: “Paul Mitchell is always
5 looking out for our furry friends. In 1987, we became the first professional beauty
6 company to announce that we don’t conduct or endorse animal testing.”⁶



Protecting Our Animals

9 Paul Mitchell is always looking out for our furry friends. In 1987, we became the first
10 professional beauty company to announce that we don't conduct or endorse animal testing.

11 86. For its 35th anniversary in 2015, JPMS reiterated its promises about
12 animal testing: “For the 35 years we’ve been in business, we’ve never tested our
13 products on animals (and never will!). In fact, we were the first professional beauty
14 company to stand up against animal testing”⁷

15 87. Upon information and belief, JPMS’s claims about animal testing were
16 developed and issued from its headquarters in California.

17 88. In 2017, JPMS issued a blog statement about its new logo: “That’s why
18 we were the first professional beauty company to publicly stand up against animal
19 testing—and 37 years later, we’re still rockin’ that pledge to our furry friends.
20 Testing on animals is cruel and unnecessary, yet a lot of beauty brands still engage in
21
22
23

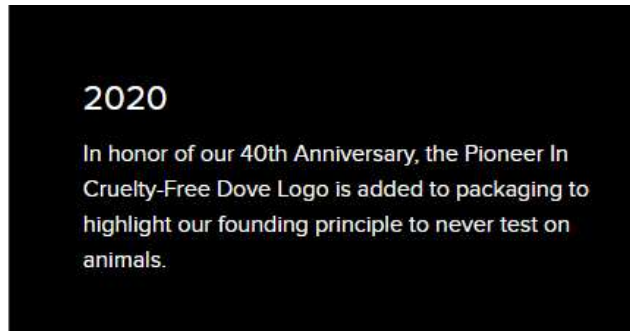
24 ⁶ Our Story, PAUL MITCHELL, [https://web.archive.org/web/20120123203937/
25 http://www.paulmitchell.com/EN-US/OURSTORY/CARINGFOROURPLANET/
26 Pages/Home.aspx](https://web.archive.org/web/20120123203937/http://www.paulmitchell.com/EN-US/OURSTORY/CARINGFOROURPLANET/Pages/Home.aspx) (last visited Feb. 11, 2026).

27 ⁷ Cheers to 35 Years!, PAUL MITCHELL, [https://web.archive.org/web/20151223112327/https://www.paulmitchell.com/our-
28 story/our-blog/2015/april/cheers-to-35-years/](https://web.archive.org/web/20151223112327/https://www.paulmitchell.com/our-story/our-blog/2015/april/cheers-to-35-years/) (last visited Feb. 10, 2023).

1 this ugly practice. Not us! We never have, and we never will. Testing on actual
2 humans makes way more sense, and that’s why we’re proud to have our very own
3 Production Innovation Center to perfect our products for you We’re so
4 passionate about this cause that going forward in 2017, we’re featuring a new ‘No
5 Animal Testing’ logo on all of our products to emphasize and highlight our
6 dedication.”⁸



8
9
10
11
12 89. In 2020, in honor of JPMS’s 40th anniversary, JPMS unveiled a new
13 logo on its products to highlight its “founding principle to never test on animals.”⁹



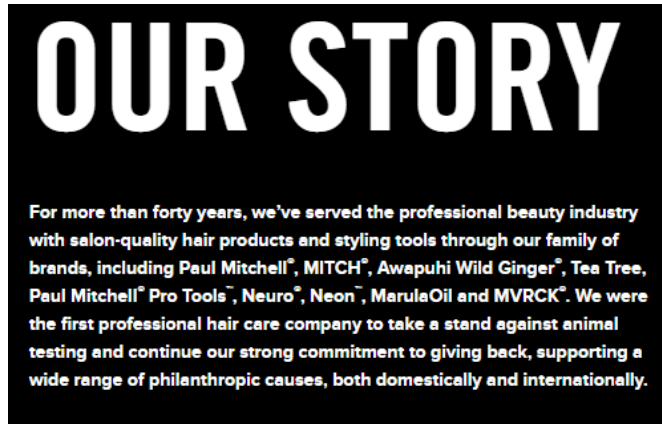
14
15
16
17
18
19
20 90. Upon information and belief, the decisions to adopt new logos
21 reiterating JPMS’s cruelty-free stance, as well as the design, implementation, and
22 placement on the products, were made from its headquarters in California.

23
24
25 ⁸ Blog Post, *No Animal Testing*, PAUL MITCHELL (Feb. 2, 2017),
26 <https://web.archive.org/web/20230320160854/https://www.paulmitchell.com/blog/no-animal-testing/> (last visited Feb. 11, 2026).

27 ⁹ Our Product, PAUL MITCHELL, <https://www.paulmitchell.com/company/our-product>
28 (last visited Feb. 10, 2023).

1 91. Today, JPMS continues to promote its cruelty-free stance.

2 92. JPMS’s website features “Our Story,” which through at least 2023
3 shows a photo of Mitchell and DeJoria next to its claim: “We were the first
4 professional hair care company to take a stand against animal testing”¹⁰
5



14 93. Our Story on the JPMS website currently links to a YouTube video,
15 where JPMS represents: “A PIONEER IN CRUELTY-FREE HAIR CARE.”¹¹
16
17
18
19
20
21
22
23

24 ¹⁰ Our Story, PAUL MITCHELL, <https://www.paulmitchell.com/company> (last
25 visited Feb. 10, 2023).

26 ¹¹ Our Story, PAUL MITCHELL, <https://www.paulmitchell.com/pages/our-story>
27 (last visited Jan. 23, 2026); Our Company Story, Your Why, PAUL MITCHELL
28 YOUTUBE CHANNEL (Nov. 25, 2024),
https://www.youtube.com/watch?v=_CBfDxvtL-c (last visited Jan. 23, 2026).

1 94. The website has continually featured photos of Michaeline DeJoria
2 promoting JPMS as a “Pioneer in Cruelty-Free.”¹²
3

4 **PIONEER IN CRUELTY-FREE**

5 Here at John Paul Mitchell Systems®, we're passionate about beauty from the
6 inside out. And that commitment has been at the core of all that we do since
7 we began in 1980. That's why we were the first professional beauty company
8 to publicly stand up against animal testing—and over 40 years later, we're still
9 rockin' that pledge to our furry friends.

10 All our products are researched, formulated and tested on humans, and that's
11 why we're proud to have our very own Production Innovation Center to
12 perfect our products for you.

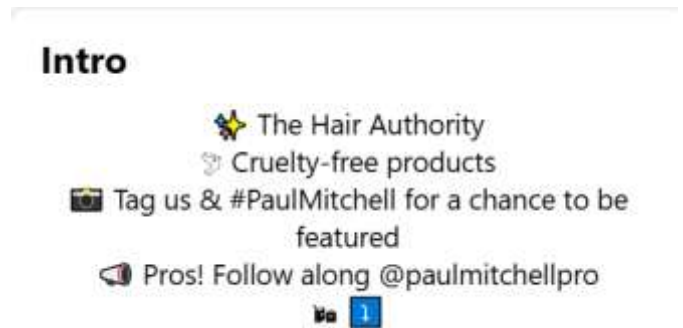
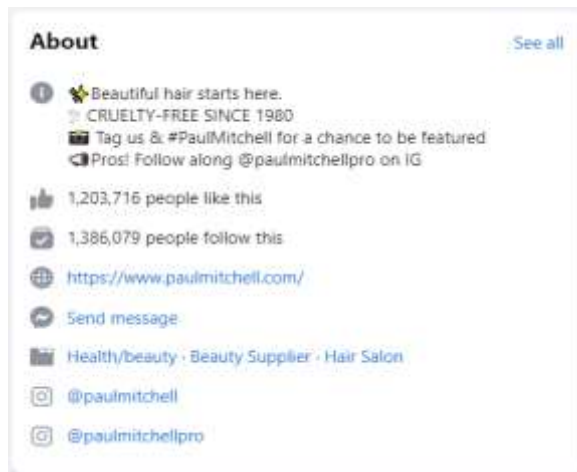
13 We didn't stop there. We've committed to transitioning 10 of our 12 product
14 lines to 100% vegan by 2023, and all of our brushes are made with synthetic
15 bristles rather than animal hair. In addition to being cruelty-free, nylon
16 brushes are more hygienic since they're easier to clean and repel bacteria
17 more effectively than animal hair. That's a win for you and a win for the
18 animals!



19
20
21
22
23
24
25
26 ¹² Product, PAUL MITCHELL,
27 [https://web.archive.org/web/20230308185707/https://www.paulmitchell.com/compa](https://web.archive.org/web/20230308185707/https://www.paulmitchell.com/company/our-product#)
28 [ny/our-product#](https://www.paulmitchell.com/pages/our-story) (last visited Feb. 11, 2026); Our Story, PAUL MITCHELL
<https://www.paulmitchell.com/pages/our-story> (last visited Feb. 11, 2026).

1 95. JPMS’s website currently states: “*COMMITTED TO CRUELTY-FREE*
2 *PRODUCTS AND SOURCING*” and “*SINCE OUR FOUNDING IN 1980, WE HAVE*
3 *BEEN COMMITTED TO CRUELTY-FREE HAIR CARE.*”¹³

4 96. JPMS has official Facebook pages, where it has continuously touted its
5 no-animal testing promise, representing: “CRUELTY-FREE SINCE 1980” or
6 “Cruelty-Free products.”¹⁴



7 97. JPMS’s official Instagram account has made similar representations,
8 including “CRUELTY-FREE SINCE 1980” and “Cruelty-Free Products.”¹⁵

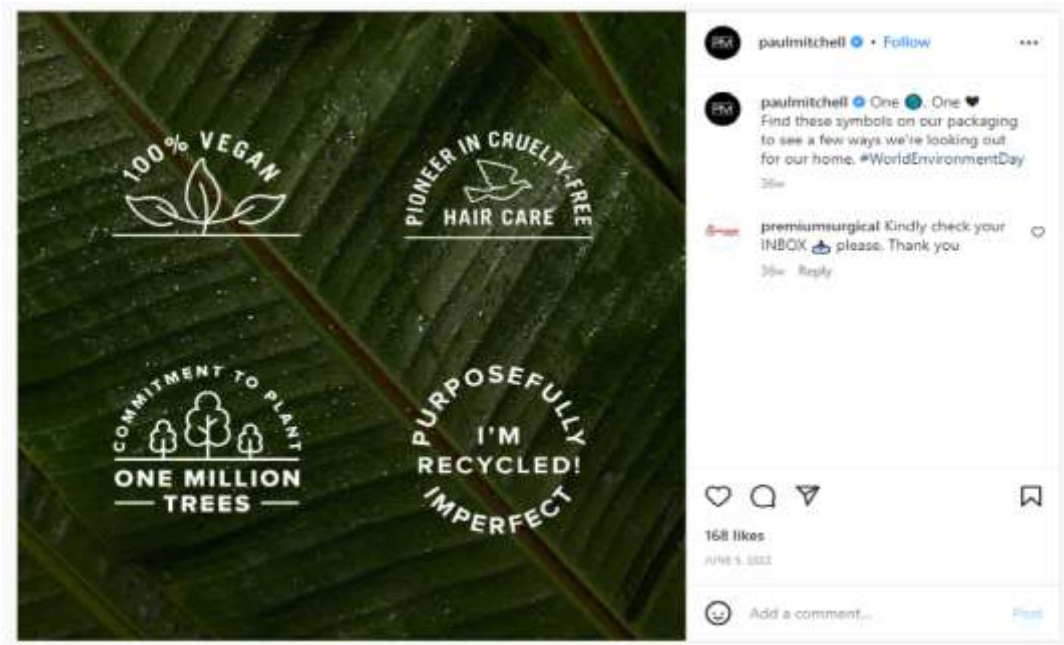
9
10
11
12
13
14
15
16
17
18
19
20
21 ¹³ Cruelty-Free, PAUL MITCHELL, <https://www.paulmitchell.com/pages/cruelty-free> (last visited Jan. 23, 2026).

22
23 ¹⁴ Paul Mitchell (@PaulMitchellHairCareUS), FACEBOOK, <https://www.facebook.com/PaulMitchellHairCareUS> (last visited Feb. 10, 2023);
24 Paul Mitchell (@PaulMitchellUS.HairCareGlobal), FACEBOOK
25 <https://www.facebook.com/PaulMitchellUS.HairCareGlobal/> (last visited Jan. 23,
26 2026).

27 ¹⁵ Paul Mitchell (@paulmitchell), INSTAGRAM
28 <https://www.instagram.com/paulmitchell/> (last visited Feb. 10, 2023);
<https://www.instagram.com/paulmitchell/?hl=en> (last visited Jan. 23, 2026).

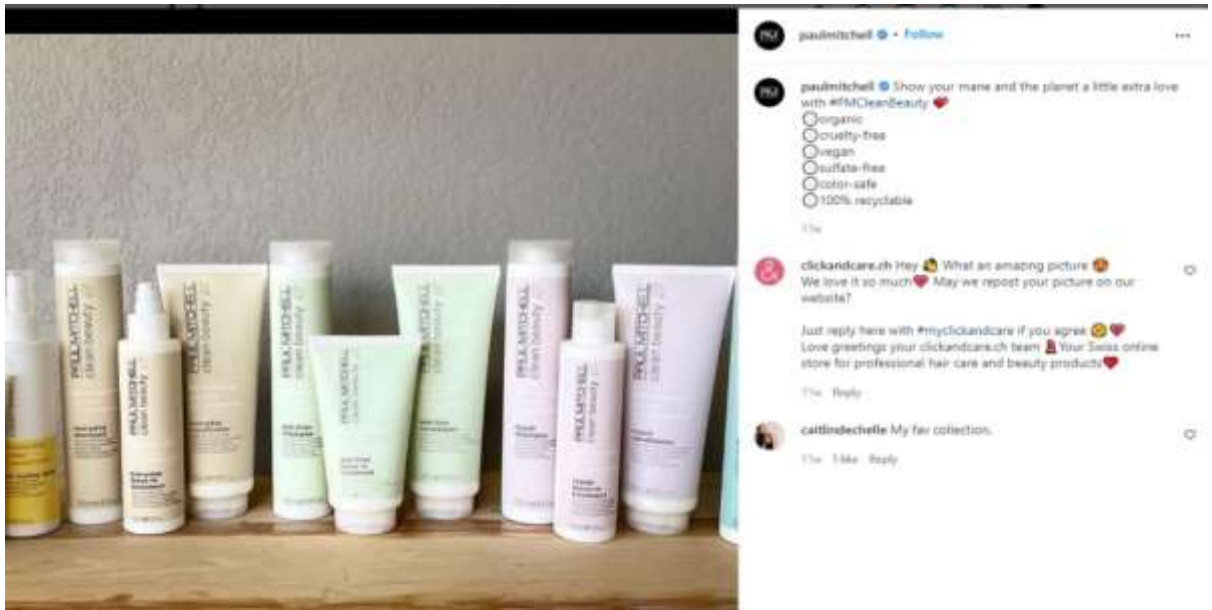


98. In a 2022 Instagram post, JPMS reiterated that it was a “PIONEER IN CRUELTY-FREE HAIR CARE.” with the caption: “Find these symbols on our packaging to see a few ways we are looking out for our home. #World Environment Day.”¹⁶

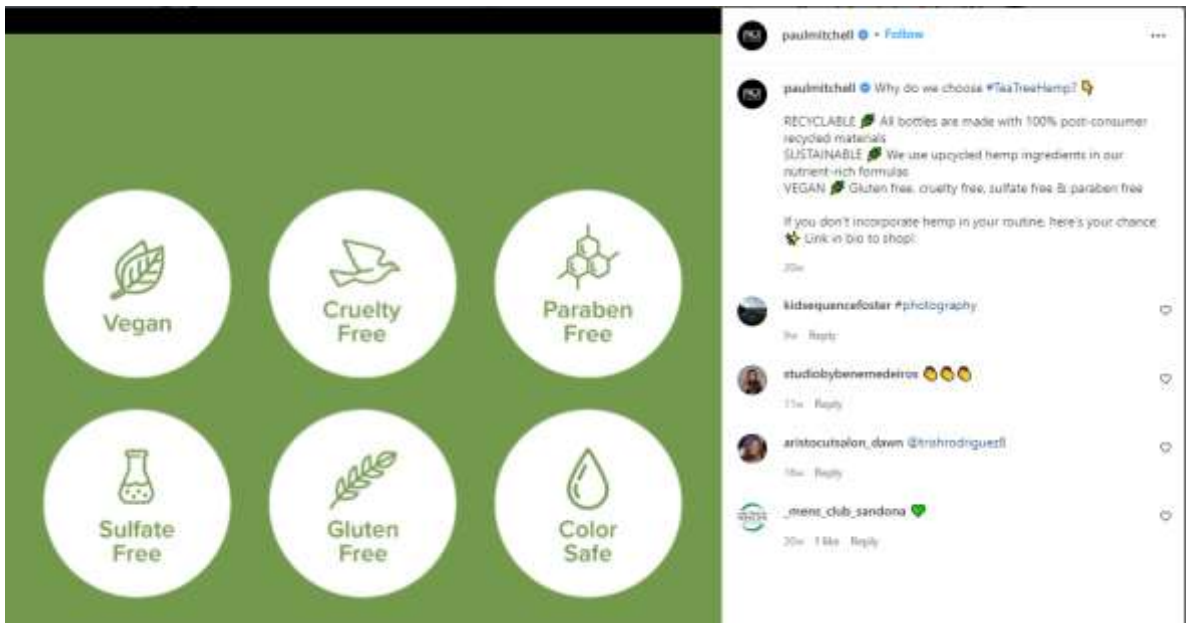


¹⁶ Paul Mitchell (@paulmitchell), INSTAGRAM (June 5, 2022), <https://www.instagram.com/p/Cebz5c5s5b5/> (last visited Feb. 10, 2023).

1 99. In promoting its clean beauty brand in 2022, JPMS made the following
2 post and caption, claiming the products are “cruelty-free”:¹⁷



3
4
5
6
7
8
9
10
11
12
13 100. In promoting its Tea Tree brand in 2022, JPMS made the following post
14 and caption, again promising its products are cruelty free:¹⁸



15
16
17
18
19
20
21
22
23
24
25
26 ¹⁷ Paul Mitchell (@paulmitchell), INSTAGRAM (April 16, 2022)
<https://www.instagram.com/p/CcbA0Y-p3Tm/> (last visited Feb. 10, 2023).

27 ¹⁸ Paul Mitchell (@paulmitchell), INSTAGRAM (February 11, 2022)
28 <https://www.instagram.com/p/CZ22Zd2pjQW/> (last visited Feb. 10, 2023).

1
2 101. In 2024, JPMS reiterated on Instagram its commitment to being cruelty
3 free.¹⁹



4
5
6
7
8
9
10
11
12
13
14 102. In 2025, for Earth Day, JPMS reiterated that it was a “Pioneer in
15 Cruelty-Free Hair Care” on Facebook and Instagram:²⁰



16
17
18
19
20
21
22
23
24
25 ¹⁹ Paul Mitchell (@paulmitchell), INSTAGRAM (Oct. 4, 2024),
26 https://www.instagram.com/p/DAtRLNbgqx7/?hl=en&img_index=1 (last visited
27 Jan. 23, 2026).

28 ²⁰ Paul Mitchell (@PaulMitchellUS.HairCareGlobal) FACEBOOK (Apr. 22, 2025),
<https://www.facebook.com/photo?fbid=1097750822386566&set=pcb.109775093571>

With the Highest Standards and a Long Free From List



103. In promoting its clean beauty brand, JPMS claims its products are “A PIONEER IN CRUELTY-FREE HAIR CARE.”²¹

104. Upon information and belief, the representations and content of JPMS’s website and social media pages were developed and issued from its headquarters in California.

105. JPMS includes its representations and promises about being cruelty-free on the products, and/or product labels.

²¹ [9888](#) (last visited Jan. 23, 2026); Paul Mitchell (@paulmitchell), INSTAGRAM (Apr. 22, 2025), https://www.instagram.com/p/DIwhlvIOrco/?hl=en&img_index=3 (last visited Jan. 23, 2026).

²¹ Clean Beauty, PAUL MITCHELL, <https://web.archive.org/web/20230320150437/https://www.paulmitchell.com/paul-mitchell/clean-beauty/whats-new> (last visited Feb. 11, 2026); Clean Beauty, PAUL MITCHELL, <https://www.paulmitchell.com/pages/clean-beauty> (last visited Jan. 23, 2026).

1 106. These images are just a few examples of JPMS’s labels, promising it
2 never performs animal testing or that its products are cruelty free:
3



15 107. JPMS recently updated its packaging, but continues to represent that it
16 is “A Pioneer in Cruelty-Free Hair Care,” as shown below:
17





108. Upon information and belief, the decision to put JPMS’s cruelty-free claims on all its products and product labels was made from its headquarters in California.

C. Animal Testing in the Cosmetic Industry

109. Animal testing has been used in the cosmetics industry in the past to ensure that products were safe for consumers to use.

110. Testing performed on animals in the cosmetics industry include various toxicity and irritancy tests.

111. Acute toxicity tests are used to determine the danger of exposure to a chemical by mouth, skin, or inhalation and is usually performed on mice or rats.²²

²² Animals in Science, AMERICAN ANTI-VIVISECTION SOCIETY, <https://aavs.org/animals-science/how-animals-are-used/testing/> (last visited Feb. 11, 2026); Earnest Oghenesuvwe Erhirhie, Chibueze Peter Ihekwereme, & Emmanuel Emeka Ilodigwe, *Advances in acute toxicity testing: strengths, weaknesses and*

1 112. LD50, also known as Lethal Dose 50, is a type of acute toxicity test
2 where animals are dosed with a test chemical to determine the dose at which at least
3 half of the test animals die.²³

4 113. Fixed dose method is another type of acute toxicity test, but it does not
5 use death at the endpoint. The testing will be stopped when the animal demonstrates
6 signs of ailment or distress.²⁴

7 114. Other acute toxicity tests include the up-and-down procedure and acute
8 toxic class methods. While these tests do not result in the death of the animal, the
9 animals will often endure intense pain, convulsions, loss of motor function, and
10 seizures.²⁵

11 115. The animals are killed when all the testing is complete so a necropsy
12 can be performed to determine internal damage.²⁶

13 116. The Draize test is a test devised in 1944 by John H. Draize and Jacob
14 M. Spines, toxicologists at the FDA, to assess how chemicals cause eye and skin
15 irritation. The Draize test is generally performed on rabbits, particularly albino
16 rabbits, although the testing can be performed on other animals as well.²⁷

17
18
19
20
21
22 _____
23 *regulatory acceptance*, Interdisciplinary Toxicology, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6117820/> (last visited Feb. 11, 2026).

24 ²³ *Id.*

25 ²⁴ *Id.*

26 ²⁵ *Id.*

27 ²⁶ *Id.*

28 ²⁷ Draize test, WIKIPEDIA, https://en.wikipedia.org/wiki/Draize_test (last visited Feb. 12, 2026).

1 117. During the testing a chemical is placed in the eye or on the skin of a
2 conscious and restrained animal, left on for a set amount of time, rinsed off, and its
3 effects are then recorded.²⁸

4 118. The animals are then observed for up to fourteen days looking for signs
5 of erythema and edema in the skin or redness, swelling, discharge, ulceration,
6 hemorrhaging, cloudiness, or blindness in the tested eye.²⁹

7 119. The animals are killed after the testing if the test causes irreversible
8 damage to the eye or skin. If the test does not cause permanent damage, the animals
9 are typically used again once all traces of the tested product have dispersed from the
10 testing site.³⁰

11 120. Skin sensitization tests are used to determine if a chemical causes an
12 allergic reaction.

13 121. One type of skin sensitization test is the Guinea Pig Maximization Test,
14 where a chemical is injected into the guinea pig, along with a chemical adjuvant to
15 boost the immune reaction. Multiple doses are given until the animal develops an
16 allergic reaction.³¹

17
18
19
20
21
22
23

24 ²⁸ *Id.*

25 ²⁹ *Id.*

26 ³⁰ *Id.*

27 ³¹ Animals in Science, AMERICAN ANTI-VIVISECTION SOCIETY,
28 <https://aavs.org/animals-science/how-animals-are-used/testing/> (last visited Feb. 12, 2026).

1 122. Another skin sensitization test is the Buehler test, which is similar to the
2 Guinea Pig Maximization Test, but no adjuvant is used to boost the immune
3 reaction.³²

4 123. In both the Buehler test and the Guinea Pig Maximization test the
5 animals are killed after testing.³³

6 124. A more recent and commonly used skin sensitization test is the Local
7 Lymph Node Assay (LLNA), where test chemicals are applied to the surface of the
8 ears of mice. The mice are then killed and then their lymph node cells are removed
9 and analyzed.³⁴

10 125. These tests are not performed on the individual products sold to
11 consumers, but in the development or approval of such products, meaning animal
12 testing would be done on a sample of a particular product or on its components.

13 **D. Consumers' Attitudes Toward Animal Testing**

14 126. Consumers around the world have called for the end of animal testing
15 for cosmetics. A vast number of consumers are opposed to it.³⁵

16 127. U.S. consumers prefer cosmetic products that have not been tested on
17 animals.

18
19
20
21 _____
22 ³² *Id.*

23 ³³ *Id.*

24 ³⁴ *Id.*; Local lymph node assay, WIKIPEDIA,
https://en.wikipedia.org/wiki/Local_lymph_node_assay (last visited Feb. 12, 2026).

25 ³⁵ Kerry Postelwhite, 'Brands can no longer ignore the 8.3 million people who
26 want end to animal testing', REUTERS EVENTS (Oct. 14, 2018),
27 [https://web.archive.org/web/20230320181012/https://www.reutersevents.com/sustai-](https://web.archive.org/web/20230320181012/https://www.reutersevents.com/sustainability/brands-can-no-longer-ignore-83-million-people-who-want-end-animal-testing)
28 [nability/brands-can-no-longer-ignore-83-million-people-who-want-end-animal-](https://web.archive.org/web/20230320181012/https://www.reutersevents.com/sustainability/brands-can-no-longer-ignore-83-million-people-who-want-end-animal-testing)
[testing](https://web.archive.org/web/20230320181012/https://www.reutersevents.com/sustainability/brands-can-no-longer-ignore-83-million-people-who-want-end-animal-testing) (last visited Feb. 12, 2026).

1 128. In a recent poll from 2019, 79% of Americans support a federal law that
2 would end animal testing on cosmetics.³⁶

3 **E. Regulations on Animal Testing for Cosmetics in the U.S. and Globally**

4 129. The FDA has the authority to regulate cosmetics under the Federal
5 Food, Drug, and Cosmetic Act (“FD&C Act”), related statutes, and regulations
6 promulgated under the FD&C Act.³⁷

7 130. “The FD&C Act does not specifically require the use of animals in
8 testing cosmetics for safety, nor does the Act subject cosmetics to FDA premarket
9 approval.”³⁸

10 131. The FDA goes beyond not requiring animal testing to inform that
11 animal testing is not required and to suggest that “consideration should be given to
12 the use of scientifically valid alternative methods to whole-animal testing.”³⁹

13 132. Because the practice of animal testing is found to be objectionable and
14 cruel by so many, several states and other countries have gone further and banned the
15 practice.
16
17
18
19
20

21 ³⁶ New Poll Reveals US United Against Cosmetics Animal Tests, CRUELTY FREE
22 INTERNATIONAL,
23 [https://web.archive.org/web/20251115060658/https://www.crueltyfreeinternational.o](https://web.archive.org/web/20251115060658/https://www.crueltyfreeinternational.org/latest-news-and-updates/new-poll-reveals-us-united-against-cosmetics-animal-tests)
24 [rg/latest-news-and-updates/new-poll-reveals-us-united-against-cosmetics-animal-](https://web.archive.org/web/20251115060658/https://www.crueltyfreeinternational.org/latest-news-and-updates/new-poll-reveals-us-united-against-cosmetics-animal-tests)
25 [tests](https://web.archive.org/web/20251115060658/https://www.crueltyfreeinternational.org/latest-news-and-updates/new-poll-reveals-us-united-against-cosmetics-animal-tests) (last visited Jan. 23, 2026).

26 ³⁷ Animal Testing & Cosmetics, U.S. FOOD & DRUG ADMINISTRATION
27 <https://www.fda.gov/cosmetics/product-testing-cosmetics/animal-testing-cosmetics>
28 (last visited Jan. 23, 2026).

³⁸ *Id.*

³⁹ *Id.*

1 133. In 1988, the United Kingdom was the first country to ban animal testing
2 on cosmetics.

3 134. The European Union also banned animal testing on cosmetics in a
4 phased approach that was completed in 2013.

5 135. Other countries including Israel, India, Turkey, Brazil, New Zealand,
6 and Norway also have bans on animal testing.

7 136. Twelve states have passed laws that ban or limit the sale of cosmetic
8 products tested on animals, including, California (Cal. Civ. Code § 1834.9.2),
9 Hawaii (Haw. Rev. Stat. § 321-30.4), Illinois (410 Ill. Comp. Stat. 620/17.2),
10 Louisiana (La. Stat. § 51:772), Maine (Me. Rev. Stat. tit. 10, § 1500-M), Maryland
11 (Md. Code , Health-Gen. § 21-259.2), Nevada (Nev. Rev. Stat. § 598.993), New
12 Jersey (N.J. Rev. Stat. § 4:22-59), New York (N.Y. Gen. Bus. Law § 399-AAAAA),
13 Oregon (Or. Rev. Stat. § 646A.009), Virginia (Va. Code § 59.1-572), and
14 Washington (Wash. Rev. Code § 69.05.020).

15 137. The legislative history of some of these laws reveals public support for
16 banning animal testing.

17 138. Nev. Rev. Stat. § 598.993 prohibits the sale of cosmetics that have been
18 tested on animals after January 1, 2020.

19 139. The legislative history of Nev. Rev. Stat. § 598.993 shows that the
20 motivations for the bill were, in part, to meet the demand of and protect consumers:
21 “Consumers *overwhelmingly* are starting to reject products tested on animals.
22 Statistically, businesses that have eliminated their animal testing policies have been
23 successful and profitable. On an anecdotal level, I can tell you that I have had dozens
24 of people come to me since I introduced this bill and say, I only use products that are
25
26
27
28

1 not tested on animals; I always check the label; and it is so hard to know if a product
2 has been tested on animals.” Nevada Assembly Committee Minutes, 5/15/2019
3 (emphasis added).

4 140. Wash. Rev. Code Ann. § 69.05.020 makes it “unlawful for a
5 manufacturer to sell or offer for sale in this state a cosmetic if the cosmetic was
6 developed or manufactured using cosmetic animal testing that was conducted or
7 contracted for by the manufacturer or any supplier of the manufacturer,” starting
8 January 1, 2025.
9

10 141. The accompanying Senate Bill Report ESHB 1097, dated February 29,
11 2024, summarizes the public testimony, noting it was in favor of the bill: “This bill
12 has received bipartisan support and represents progress in the cosmetics industry.
13 There are more options for testing that are effective and do not require animal
14 testing. Legislation like this is being implemented worldwide. Oregon is the newest
15 state among the 12 states that have enacted laws similar to this. . . . Let’s make
16 Washington a more caring and compassionate place. Not only is animal testing
17 unnecessary, it is not a sure way to ensure safety for humans. There is a global
18 demand for products not tested on animals.”
19
20

21 142. Cal. Civ. Code § 1834.9.5, prohibits manufacturers from selling
22 cosmetics in California if the cosmetic was developed or manufactured using an
23 animal test, on or after January 1, 2020.

24 143. The legislative history of Cal. Civ. Code § 1834.9 (S.B. 1249) shows
25 that over 4,000 individuals contacted the legislature to voice support of the bill.
26 California Bill Analysis, S.B. 1249 Sen., 8/31/2018. In contrast only four entities
27 (and no individuals) voiced opposition to the bill. *Id.*
28

1 144. The bill analysis also provided: “The bill has received an *intense*
2 *groundswell of support from concerned citizens, animal welfare groups, and many*
3 *companies in the cosmetic industry* that are strongly committed to a vision of a truly
4 ‘cruelty-free standard’ for cosmetic products sold in California. The bill is also
5 supported by a coalition of approximately 80 cosmetic companies who attest that
6 they are proof that a company can be profitable but also committed to manufacturing
7 products without any reliance on animal testing whatsoever.” California Bill
8 Analysis, S.B. 1249 Assem., 6/26/2018 (emphasis added).
9

10 145. That analysis further noted: “The Committee has received over 6,500
11 letters in support of the bill from individuals providing a California address, and has
12 taken note of an online petition signed by more than 150,000 persons from around
13 the world, voicing support for this bill.” California Bill Analysis, S.B. 1249 Assem.,
14 6/26/2018.
15

16 146. While that law was being debated in the California legislature, JPMS
17 also showed support for the law but took it a step further and lobbied the California
18 legislature to adopt a more restrictive law that would not have provided certain
19 exemptions, including not exempting manufacturers from selling in California if they
20 sold in any foreign markets where animal testing was required, such as China.
21

22 147. DeJoria sent a letter on behalf of JPMS to the California Senate
23 Judiciary Committee opposing the exemption: “Our company is committed to
24 manufacturing products without harming any animals and we do not purchase
25 ingredients from suppliers that test their products on animals. We have also been
26 able to gain approval for a small, select group of products for sale in China without
27 the use of animal testing.” California Bill Analysis, S.B. 1249 Assem., 8/10/2018.
28

1 148. Despite JPMS’s representations that they could sell in China without
2 testing on animals, the exemption for companies who sold in foreign markets that
3 required animal testing was included in the final bill.

4 **F. Beauty Industry in China**

5 149. The Chinese cosmetics market is the second largest in the world after
6 the United States, which includes skincare, haircare, and other toiletries.⁴⁰

7 150. According to a 2022 survey, China has an increasing demand for
8 “luxury or premium cosmetic products.”⁴¹

9 151. As of 2022, more than half of Chinese cosmetics consumers prefer
10 foreign brands over local ones.⁴²

11 152. The market size of cosmetics in China was more than 455 billion yuan
12 in 2021, equivalent to over \$65 billion in current dollars.⁴³

13
14
15
16 ⁴⁰ China Cosmetic Regulations – Comprehensive Guide, BIORIUS,
17 [https://biorius.com/cosmetic-regulations/china-cosmetic-](https://biorius.com/cosmetic-regulations/china-cosmetic-regulations/#:~:text=The%20Cosmetics%20Market%20in%20China,23%20billion%20euros)%20in%202018)
18 [regulations/#:~:text=The%20Cosmetics%20Market%20in%20China,23%20billion%](https://biorius.com/cosmetic-regulations/china-cosmetic-regulations/#:~:text=The%20Cosmetics%20Market%20in%20China,23%20billion%20euros)%20in%202018)
19 [20euros\)%20in%202018](https://biorius.com/cosmetic-regulations/china-cosmetic-regulations/#:~:text=The%20Cosmetics%20Market%20in%20China,23%20billion%20euros)%20in%202018). (last visited Jan. 23, 2026); Cosmetics market in China –
20 statistics & facts, STATISTA, [https://www.statista.com/topics/1897/cosmetics-in-](https://www.statista.com/topics/1897/cosmetics-in-china/#topicOverview)
21 [china/#topicOverview](https://www.statista.com/topics/1897/cosmetics-in-china/#topicOverview) (last visited Jan. 23, 2026).

22 ⁴¹ Cosmetics market in China statistics & facts, STATISTA,
23 [https://web.archive.org/web/20230323183803/https://www.statista.com/topics/1897/](https://web.archive.org/web/20230323183803/https://www.statista.com/topics/1897/cosmetics-in-china/#topicOverview)
24 [cosmetics-in-china/#topicOverview](https://web.archive.org/web/20230323183803/https://www.statista.com/topics/1897/cosmetics-in-china/#topicOverview) (last visited Jan. 23, 2026).

25 ⁴² Cosmetics market in China – statistics & facts, STATISTA,
26 [https://web.archive.org/web/20220709033230/http://www.statista.com/topics/1897/c](https://web.archive.org/web/20220709033230/http://www.statista.com/topics/1897/cosmetics-in-china/)
27 [osmetics-in-china/](https://web.archive.org/web/20220709033230/http://www.statista.com/topics/1897/cosmetics-in-china/) (last visited Jan. 23, 2026).

28 ⁴³ Cosmetics market size in China from 2013 to 2021 with forecasts until 2023,
STATISTA,
[https://web.archive.org/web/20220706154008/https://www.statista.com/statistics/875](https://web.archive.org/web/20220706154008/https://www.statista.com/statistics/875794/china-cosmetics-market-size/)
[794/china-cosmetics-market-size/](https://web.archive.org/web/20220706154008/https://www.statista.com/statistics/875794/china-cosmetics-market-size/) (last visited Jan 23, 2026); Chinese Yuan to
United States Dollar, GOOGLE FINANCE,

1 153. For 2023, the retail trade revenue of hair-care products in China
2 amounts to \$8.46 billion, making the Chinese hair-care market extremely lucrative
3 for U.S. companies.⁴⁴

4 154. According to the United States Department of Commerce, “[n]iche and
5 premium hair products are the fastest growing segment for U.S. exports to China.”⁴⁵
6

7 155. Until 2021 it was mandatory for cosmetic brands who wanted to sell
8 imported cosmetic products in China to obtain a specific approval issued by the
9 National Medical Products Administration (“NMPA”) (formerly the China Food and
10 Drug Administration (“CFDA”)).

11 156. Hair-care products, such as shampoo, conditioner, and styling products,
12 are classified under Chinese law as ordinary or “non-special use cosmetics.”
13

14 157. Hair dye, skin whitening and sunscreen are classified under Chinese law
15 as “special use cosmetics.”

16 158. As outlined below, JPMS has registered both non-special use and
17 special use cosmetics in China.
18
19
20
21

22 _____
23 [https://www.google.com/finance/quote/CNY-](https://www.google.com/finance/quote/CNY-USD?sa=X&ved=2ahUKEwj8w72Vwov8AhUzMUQIHeJlBlgQmY0JegQIBhAc)
24 [USD?sa=X&ved=2ahUKEwj8w72Vwov8AhUzMUQIHeJlBlgQmY0JegQIBhAc](https://www.google.com/finance/quote/CNY-USD?sa=X&ved=2ahUKEwj8w72Vwov8AhUzMUQIHeJlBlgQmY0JegQIBhAc)
(last visited Jan. 23, 2026).

25 ⁴⁴ Hair Care - China, STATISTA,
26 [https://web.archive.org/web/20230322221721/https://www.statista.com/outlook/cmo](https://web.archive.org/web/20230322221721/https://www.statista.com/outlook/cmo/beauty-personal-care/personal-care/hair-care/china)
[/beauty-personal-care/personal-care/hair-care/china](https://web.archive.org/web/20230322221721/https://www.statista.com/outlook/cmo/beauty-personal-care/personal-care/hair-care/china) (last visited Jan. 23, 2026).

27 ⁴⁵ Asia Personal Care & Cosmetics Market Guide, 2016, United States
28 Department of Commerce, International Trade Administration.

1 159. Since the early 1990s, China’s imported cosmetics regulatory regime
2 has been structured around mandatory hygiene licensing and safety evaluation
3 requirements, which required animal testing.

4 160. The Regulations on the Hygiene Supervision over Cosmetics (化妆品卫
5 生监督条例) issued by the former Ministry of Health (now cancelled as part of a
6 PRC institutional reform) on November 13, 1989, and effective from January 1, 1990
7 (“1990 Regulation”) required import applicants to submit health and safety
8 evaluation materials as part of the approval process. These requirements incorporated
9 animal toxicology testing conducted by government-authorized institutions, meaning
10 imported cosmetics could not lawfully enter the Chinese market absent completion
11 of the required safety testing framework.
12
13

14 161. Accordingly, starting in 1990, all imported special use and non-special
15 use cosmetics had to be tested on animals in Chinese designated and certified
16 laboratories before they could be approved for importation and distribution in the
17 Chinese market.

18 162. Starting in 1990, all foreign-produced cosmetics needed to be registered
19 with and approved by the NMPA before they could be imported and sold in China.
20

21 163. Over time, there has been limited loosening of animal testing
22 requirements in China, specifically the possibility of an exemption starting in 2014
23 for non-special use cosmetics manufactured in China and the possibility for an
24 exemption starting in 2021 for overseas manufactured non-special use cosmetics.
25

26 164. As of today, animal testing on special use cosmetics is still required in
27 China, with no possible exemptions set forth in Chinese law.
28

1 165. Starting in 1990, Chinese law required foreign cosmetics manufacturers
2 seeking registration of imported products in China to appoint a domestic responsible
3 agent to act on their behalf before the NMPA (and its predecessor organizations).
4 Such agents could only lawfully submit applications with express manufacturer
5 authorization and support. Such support, includes access to product formulas,
6 packaging, and being issued formal powers of attorney.
7

8 166. By 2010, Chinese regulators also formalized in the Regulations on
9 Accepting Applications for Administrative Approvals for Cosmetics (化妆品行政许
10 可申报受理规定) issued by the former China Food and Drug Administration
11 (cancelled as part of a PRC institutional reform) and effective from April 1, 2010,
12 the administrative acceptance framework for imported cosmetics, requiring that
13 examination and toxicology reports be issued by testing institutions recognized by
14 the NMPA (at that time the CFDA). Thus, imported cosmetics companies such as
15 JPMS could only obtain product registrations only through submission of certified
16 toxicology testing documentation from designated government-authorized
17 laboratories. The domestic responsible agent was required to file such examination
18 and testing reports when making an application to the NMPA for product registration
19 for a foreign manufacturer such as JPMS.
20
21

22 167. All NMPA-designated testing institutions are in China.

23 168. This means the domestic responsible agent must hire a laboratory in
24 China to perform the required testing. These laboratories are designated and certified
25 by the Chinese government.
26

27 169. The examination and testing report is governed by Chinese-specific
28 regulations, with standards issued/updated in 1999, 2002, 2007, and 2015.

1 170. From 1999 to 2001, China’s Hygienic Standards for Cosmetics (“1999
2 Standards”) dictated the required examination and testing reports needed to import
3 cosmetics in China.

4 171. Among those tests are the skin and eye irritation tests.

5 172. The instructions for the skin irritation test provide: “Although many
6 kinds of mammals can be selected as experimental animals, the white rabbit should
7 be the first choice.”
8

9 173. Those instructions further provide: “At least four rabbits should be used,
10 but the number of experimental animals should be increased if certain suspicious
11 reactions need to be clarified.”
12

13 174. The 1999 Standards then describe the testing steps which include the
14 following:

- 15 a. Removing two patches of skin on the back of the animal 24 hours
16 before testing;
17 b. applying the product over one of the skin patches and then
18 covering with gauze and cellophane and taping it to the animal
19 for at least four hours; and
20 c. observing the skin reactions on the application site at 1, 24, and
21 48 hours after removing the product.
22

23 175. The instructions for the “Acute Eye Irritation/Corrosion Test” provide
24 that white rabbits are preferred and dictates using four rabbits.

25 176. The “test procedures” include the following:

- 26 a. Pulling the lower eyelid of one eye of the rabbit away from the
27 eyeball, and putting the test product in the conjunctival sac;
28

- b. keeping the eyelid closed for 5-10 seconds to prevent the loss of the test product; and
- c. leaving the product in the eye and not rinsing it for 24 hours.

177. From 2002 to 2006, China’s Hygienic Standards for Cosmetics (“2002 Standards”) dictated the required examination and testing reports needed to import cosmetics into China.

178. That testing included the skin irritation test and the eye irritation test.

179. The 2002 Standards again recommend using white rabbits to perform the skin irritation test, require shaving the hair off of the test rabbits, and applying the test substance to the skin, covering it with gauze and cellophane, and leaving it on the skin for up to four hours.

180. The 2002 Standards also recommend using white rabbits for the eye irritation test, applying the test substance to the eye, keeping the eye closed for 1 second after applying the test substance, and not rinsing the eye for 24 hours.

181. In 2006, Chinese regulators further formalized the import approval dossier requirements by expressly mandating in the Regulations on Accepting Applications for Hygiene Administrative Approvals for Cosmetics(化妆品卫生行政许可申报受理规定) issued by the former Ministry of Health and effective from June 1, 2006 (“2006 Regulations”), that imported cosmetics applications needed to include certified toxicology testing reports. These rules confirm that toxicological evaluation was not discretionary, but an explicit prerequisite for obtaining hygiene approval and Chinese market access for imported cosmetics products.

1 182. From 2007 to 2014, China’s Hygienic Standards for Cosmetics (“2007
2 Standards”) dictated the required examination and testing report to import cosmetics
3 into China.

4 183. These 2007 Standards provide that the examination and testing report
5 include multiple skin irritation tests for cosmetics used daily, acute skin irritation
6 tests for cosmetics rinsed after use, and acute eye irritation tests for products that
7 may come into contact with eyes.
8

9 184. The specifications for those tests are described in detail in the Hygienic
10 Standards for Cosmetics.

11 185. The acute skin irritation test includes applying the test substance “once
12 (or more)” to the shaved skin of the animal, leaving the product on for 2 hours or
13 longer, with no set maximum amount of time, and then observing skin reactions at 1,
14 24, 48, and 72 hours after the product is removed.
15

16 186. The multiple skin irritation test includes the same procedure as the acute
17 skin irritation test, but the product is applied to the animal every day for 14 days,
18 shaving the animal’s skin before each application.
19

20 187. The 2007 Standards note regarding the skin irritation tests: “Animals
21 should be humanely executed if they show signs of severe depression and distress at
22 any stage of the test.”

23 188. The acute eye irritation test involves applying the test substance in the
24 conjunctival sac of one eye of the animal and not rinsed for at least 24 hours, but the
25 substance is only rinsed if deemed necessary. The eyes are examined at 1, 24, 48,
26 and 72 hours after the substance is applied. If no irritation is found, the test is
27
28

1 terminated. If irritation is found, the test continues and the eyes of the animals are
2 examined again at 4 and 7 days.

3 189. The 2007 Standards note regarding the acute eye irrigation test:
4 “Animals that show signs of severe depression and distress at any stage of the test
5 should be humanely put to death and the subject evaluated appropriately in the light
6 of the test. Animals that show corneal perforation, corneal ulceration, corneal 4
7 points for more than 48h, lack of light reflex for more than 72h, conjunctival
8 ulceration, gangrene and decay, which are usually signs of irreversible damage,
9 should also be humanely executed.”
10

11 190. Since 2015, the examination and testing report was governed by the
12 Safety and Technical Standards for Cosmetics (“2015 Standards”).
13

14 191. Those 2015 Standards provide that the examination and testing report
15 must include the dermal/skin irritation test and the acute eye irritation test.

16 192. The specifications for those tests are similar to the 2007 tests and are
17 described in detail in the 2015 Standards, but they include placing the product to be
18 tested in the eye of the animal or on the shaved skin of the animal, leaving that
19 product in the eye or on the skin, and observing its effects at 1, 24, 48, and 72 hours
20 after application.
21

22 193. Those regulations also provide: “If animals show severe depression and
23 pain at any stage of the trial, they should be executed humanely.”

24 194. The process to import products into China is also described by the
25 United States Department of Commerce in its “Asia Personal Care & Cosmetics
26 Market Guide, 2016,” which states:
27
28

1 Cosmetics in China are categorized as ordinary and
2 special use cosmetics. Perfume, skin care, shampoo and
3 color cosmetics fall into ordinary products and special
4 use products refer to hair dye, hair perm, hair-growing,
5 sunblock, anti-spot, slimming, breast-beautifying,
6 depilatories and deodorant etc.

7 According to the CFDA (China Food and Drug
8 Administration), all foreign cosmetic product
9 manufacturers must complete a safety and health quality
10 test, and obtain a hygiene permit before they are allowed
11 to sell in the Chinese market. Application for this pre-
12 market approval process can only be carried out by a
13 Chinese legal entity. Overseas cosmetics manufacturers
14 without legal representation in China are thus required to
15 apply for the permit through agent services. The
16 Manufacture [sic] needs to sign a “Letter of
17 Authorization” confirming that it authorizes a Chinese
18 company to be the registration responsible party in
19 mainland China for the products.

20 **Safety and Health Quality Test**

21 This test is performed by designated laboratories
22 appointed by the CFDA and are listed on the CFDA
23 website. All these labs have different testing capabilities
24 designated for testing against specific conditions, such as
25 microbiology, hygienic chemistry, toxicology test (which
26 includes animal testing) or conducting safe-for-human-
27 use trials (for special use cosmetics). The test normally
28 takes 2-3 months for ordinary cosmetics and 3-8 months
 for special-use cosmetics, while costs vary from \$700 to
 \$6,000 depending on the types and complexity of the
 products.

195. The Department of Commerce also describes the required testing and
the application procedures:

Safety and Health Quality Test

 This test is performed by designated laboratories
 appointed by the CFDA and are listed on the CFDA

1 website. All these labs have different testing capabilities
2 designated for testing against specific conditions, such as
3 microbiology, hygienic chemistry, toxicology test (which
4 includes animal testing) or conducting safe-for-human-
5 use trials (for special use cosmetics). The test normally
6 takes 2-3 months for ordinary cosmetics and 3-8 months
7 for special-use cosmetics, while costs vary from \$700 to
8 \$6,000 depending on the types and complexity of the
9 products.

10 . . .

11 **Hygiene Permit for Imported Cosmetics**

12 Once testing is completed, the designated laboratory will
13 issue a test report which needs to be submitted together
14 with the other required documents for the application of
15 the Hygiene Permit from CFDA. A committee under
16 CFDA convenes to technical review and evaluate of [sic]
17 imported cosmetics. The technical review time will be 3
18 months generally. If one application has been approved, a
19 certificate will be issued by the CFDA. Companies need
20 to submit the following documents (all translated in
21 Chinese and notarized by a Chinese notarization
22 company):

23 Application form for the cosmetic product to be imported

- 24 • Chinese product name and nomenclature;
- 25 • Product formula;
- 26 • Product quality and safety control file (The
27 product info such as appearance, flavor, batch no
28 and shelf life is required. Other quality control
index like heavy metals and microbiology should
be provided as well);
- Original product packaging including labelling
information and product information sheet;
- Testing report and relevant data from testing
organization certified by CFDA;
- Safety assessment report of cosmetics containing
potential risk substances;
- Stamped copies of power of attorney and
business license of Chinese responsible agent;

- Statement from manufacturer guaranteeing that materials used meet the requirements of BSE free regions.
- Free Sale Certificate at production country (region) or country (region) of origin
- Brief description and diagram of production process
- Technical requirements for cosmetic products in text
- Other relevant information which can support the application

The applicant will be notified by the CFDA within 5 days confirming whether the application is accepted or not. If the application is not accepted, the CFDA will provide explanation of discrepancies or missing documentation allowing the application to be resubmitted.

The Hygiene Certificate is valid for 4 years, and foreign manufacturers are required to renew it at least 4 months before it is expired.

196. Foreign-produced cosmetics also must be imported through China in accordance with its customs regulations.

197. Through 2021, a company would have had to provide a copy of the NMPA registration when going through customs, along with other information required under Chinese law.⁴⁶

⁴⁶ These requirements are found in the Measures for the Supervision and Administration of Inspection and Quarantine of Imported and Exported Cosmetics (formerly General Administration of Quality Supervision, Inspection and Quarantine of the People’s Republic of China) (Order No. 143, revised according to Orders No. 238, No. 240, and No. 243 of the General Administration of Customs), the Announcement from General Administration of Customs (Announcement No. 99 of 2020), and Announcement on Adjusting the Supervision Requirements for Some Imported and Exported Goods (Announcement No. 99 of 2020).

1 198. An imported cosmetic must include a product label, which must list the
2 manufacturer, the domestic responsible agent, and the NMPA registration number.

3 199. After November 7, 2018, non-special use cosmetics only required a
4 premarket registration and could be imported after registration had been completed.
5 That premarket registration requires the same animal testing as the earlier
6 registrations—as detailed in the Safety and Technical Standards for Cosmetics
7 (2015)—but changes the timing for when a product can be imported into China.
8

9 200. Up until 2018, a registration with the NMPA lasted four years, meaning
10 that every foreign-produced cosmetic sold in China would have to be re-registered
11 every four years and undergo animal testing every four years.
12

13 201. After 2018, registrations do not expire, but starting on January 1, 2022,
14 the registrant must provide an annual report to the NMPA. If an annual report is not
15 filed, the NMPA may cancel the registration.

16 202. In addition to the pre-market animal testing, all foreign-produced
17 cosmetics can be subjected to post-market safety testing by Chinese authorities. This
18 post-market testing may also include animal testing.
19

20 203. Although China announced regulatory reforms in the late 2010s, the
21 NMPA inspection and technical work norms continued to specify required
22 toxicological endpoints including, but not limited to, skin irritation, eye irritation,
23 and sensitization testing, as part of the China cosmetics compliance regime. These
24 Chinese government standards confirm that animal-based toxicology testing
25 remained embedded in the imported cosmetics regulatory system until 2021.
26

27 204. On February 26, 2021, the NMPA promulgated the Administrative
28 Provision for Cosmetics Registration and Filing Documents (“2021 Provision”),

1 which allowed for the first time foreign manufacturers of non-special use cosmetics
2 to receive an exemption from animal testing. Starting on May 1, 2021, as a guarantee
3 of safety, the NMPA can accept a specified certification and product safety
4 assessment from the country of manufacture, instead of requiring animal testing.
5

6 205. China has no exemptions for special use cosmetics (whether
7 internationally or domestically manufactured).

8 206. Since the 2021 Provision came into effect, several foreign
9 manufacturers, including at least one based in California, have been granted
10 approvals without requiring animal testing.

11 207. Since 2014, a cosmetic company can obtain an exemption from animal
12 testing for non-special use cosmetics by setting up or using domestic manufacturing
13 facilities in China. However, such an exemption does not apply to special use
14 cosmetics.
15

16 208. Although domestic manufacturers of non-special use cosmetics can
17 receive an exemption from animal testing, they can still be subject to post-market
18 testing by Chinese authorities. This post-market testing may include animal testing.
19

20 **G. JPMS and the Chinese Market**

21 209. JPMS has been selling hair-care products in China since at least in
22 2001. JPMS has registered at least 137 imported cosmetic products in China during a
23 regulatory period in which certified toxicology testing reports were expressly
24 required for all imported cosmetic products. The scale of these registrations makes
25 implausible any claim that JPMS could have accessed the Chinese market without
26 complying with the mandatory toxicological testing regime applicable throughout
27 this time.
28

1 210. Public registration records for JPMS products identify JPMS’s
2 appointed domestic responsible agents. From 2001 to 2012, JPMS named several
3 entities to act as its responsible agent in China, including Shanghai Kenyou Trading
4 Co., Ltd. (“Kenyou”), Kenxin Trading (Shanghai) Co. Ltd. (“Kenxin”), and Cantrust
5 Trading (Shanghai) Ltd. (“Cantrust”).
6

7 211. JPMS, through its domestic responsible agents, registered at least 74
8 products in China from 2001 to 2010, including special use cosmetics such as bleach,
9 hair color, and perms. A list of those registrations is attached as Exhibit 1.

10 212. As each registration is good for four years, JPMS had products
11 registered to be sold or used in China from 2001 through 2014.
12

13 213. JPMS’s internal emails show that JPMS directly paid for many of those
14 registrations.
15

16 214. In 2008, JPMS paid Cantrust for approximately 56 JPMS product
17 registration in China, including paying for the testing and review fee for each
18 product.
19

20 215. Each product received an NMPA registration number, meaning JPMS’s
21 domestic responsible agents submitted an application for each product that included
22 the examination and testing report as outlined in the Safety and Technical Standards
23 for Cosmetics. Each examination and testing report required JPMS’s products (all 74
24 of them) to be tested on animals by the respective Chinese lab selected during the
25 registration process.
26

27 216. In 2012, PETA exposed multiple cosmetic companies, both in the
28 United States and Europe, that claimed to be cruelty free but had been selling
products in China and undergoing animal testing.

1 217. PETA threatened to remove those companies from its Beauty Without
2 Bunnies certification program if they did not stop selling in China.

3 218. As part of this effort, PETA contacted JPMS about its sales in China.
4 JPMS evaded the issue and instead claimed it was just starting—“in early
5 registration efforts in China”—despite selling in China for at least a decade,
6 registering at least 62 products there, and directly paying for at least 56 product
7 registrations in China.
8

9 219. That same year, JPMS announced that it would pull out of the Chinese
10 market because it had been informed of the animal testing requirements to sell in
11 China.⁴⁷

12 220. DeJoria is quoted as saying: “Since Paul Mitchell was founded in 1980,
13 we have been cruelty-free. We do not conduct or condone animal testing on our
14 products, and we will not attempt to market our products in China until alternatives
15 to animal testing methods have been accepted by the government. We are honored
16 and encouraged to be working with China to bring about positive change. Paul
17 Mitchell always has been and always will be cruelty-free!”⁴⁸
18

19 221. In a January 18, 2013 press conference posted on Paul Mitchell UK’s
20 YouTube channel, DeJoria stated the following: “We found out in 2010—right
21 before 2011—that they had changed the regulations in China, where products, all
22
23
24

25 ⁴⁷ Paul Mitchell Receives PETA Plaudits for Pulling Out of Chinese Market,
26 PETAUK (Jul. 27, 2012), [https://www.peta.org.uk/media/news-releases/paul-
27 mitchell-receives-peta-plaudits-for-pulling-out-of-chinese-market/](https://www.peta.org.uk/media/news-releases/paul-mitchell-receives-peta-plaudits-for-pulling-out-of-chinese-market/) (last visited Feb.
28 12, 2026).

⁴⁸ *Id.*

1 products coming in, were to be tested on animals. Well, we immediately made an
2 inquiry and saying: ‘but we don’t test on animals, we test on ourselves before we
3 come out with products, can you make an exception?’ And they said: ‘Well, these
4 new regulations we have, we think it’s for the public’s interest.’ We immediately
5 made a decision to stop selling [sic] China. Why would you choose such a thing?
6 Our answer was simple. Because we believe what we say, and no amount of money
7 is gonna change our minds. Did we lose a lot of money by doing that? We sure did.
8 But it was okay because we stood by what we believed in.’⁴⁹

10 222. Upon information and belief, JPMS’s decision to tell the public that it
11 was in early registration attempts, had been recently informed of changes in Chinese
12 law, and that it had left China because of the change in law, was made and
13 disseminated from its headquarters in California.

15 223. JPMS’s representation that Chinese law changed in 2010 to require
16 animal testing is false. Animal testing had been mandatorily required to sell imported
17 cosmetics in China since at least 1990 and continued to be the case until May 2021.

19 224. JPMS’s extensive imported product registrations in China from 2001 to
20 2011 necessarily occurred within an animal-testing dependent regulatory framework.

21 225. Upon information and belief, instead of leaving China in 2012–2013,
22 JPMS was exploring how to continue to sell in China.

25
26 ⁴⁹ Paul Mitchell and Cruelty Free International London Press Conference at 1:16,
27 PAUL MITCHELL UK YOUTUBE CHANNEL (Jan. 18, 2013),
28 https://web.archive.org/web/20230320150231/https://www.youtube.com/watch?v=kzBOK_evx28 (last visited Feb. 12, 2026).

1 226. On February 29, 2012, JPMS China Holding Company was set up in
2 Hong Kong, with JPMS owning 70% of its shares.

3 227. JPMS China Holding Company’s directors included Luke Jacobellis,
4 Fan Xu, and George Moon Lee. In 2014, JPMS China Holding Company was
5 dissolved.
6

7 228. On February 28, 2014, JPMS China Investment LLC was incorporated
8 in Nevada (“JPMS China Nevada”).

9 229. JPMS China Nevada also registered as an out of state limited-liability
10 company in California with its principal place of business at 20705 Centre Point
11 Parkway, Santa Clarita, CA 91350, the same address as JPMS’s principal place of
12 business.
13

14 230. One of the past managers of JPMS China Nevada was Luke Jacobellis,
15 a former president and CEO of JPMS.

16 231. The two managers of JPMS China Nevada are currently Fan Xu and
17 Jason Yates (who was preceded by George Moon Lee). Yates is JPMS’s current
18 president.
19

20 232. JPMS China Nevada’s corporate documents list Jacobellis, Xu, and
21 Yates as all having addresses in California, with Jacobellis and Yates’ address listed
22 as 20705 Centre Point Parkway, Santa Clarita, CA 91350.

23 233. On July 9, 2014, JPMS China Nevada established JPMS Cosmetics
24 (Beijing) Co., Ltd. (“JPMS Beijing”) in China.
25

26 234. JPMS Beijing is a wholly owned subsidiary of JPMS China Nevada.

27 235. Jacobellis and Fan Xu were also directors of JPMS Beijing from its
28 formation through at least 2021.

1 236. JPMS named JPMS Beijing as its domestic responsible agent in China.

2 237. From May 2015 to May 2021, JPMS Beijing, as JPMS's domestic
3 responsible agent, registered 63 JPMS products for sale in China.

4 238. As it takes six months to register a product with the NMPA, JPMS
5 Beijing would have had to apply for registrations in 2014.

6 239. A full list of those registrations is attached as Exhibit 2.

7 240. The NMPA maintains a database, listing each of the registrations.

8 241. Those products include Paul Mitchell®, Tea Tree, and MITCH®
9 branded products.

10 242. Each product received an NMPA registration number, meaning JPMS's
11 domestic responsible agents submitted an application for each product that included
12 the examination and testing report as outlined in the Safety and Technical Standards
13 for Cosmetics. Each examination and testing report required JPMS's products (all 63
14 of them) to be tested on animals by the respective Chinese lab selected during the
15 registration process. Each product also lists JPMS as the manufacturer of the
16 product. JPMS also had to provide a copy of the NMPA registration when going
17 through customs, along with other information required under Chinese law. *See*
18 *supra*.

19 243. Starting in 2014, JPMS contracted directly with the Beijing Institute for
20 Drug Control ("BIDC") to perform the animal testing required to register its products
21 in China.

22 244. The BIDC is a qualified inspection institute supervised by Beijing
23 Municipal Medical Products Administration (Beijing MMPA). The BIDC is mainly
24
25
26
27
28

1 responsible for the inspection and testing of cosmetics, drugs, vaccines, health food
2 and the formulation of relevant technical standards.

3 245. As an inspection institute supervised by Beijing MMPA, the B IDC has a
4 high reputation for drug and cosmetics safety and faithfully fulfilling its obligation to
5 public health.
6

7 246. According to the B IDC’s website, the B IDC has a laboratory for
8 toxicology tests.

9 247. In collaboration with JPMS’s subsidiary, JPMS Beijing, the B IDC
10 performed skin irritation tests and eye irritation tests to register the 63 products listed
11 in Exhibit 2 with the NMPA.
12

13 248. As a matter of law, JPMS could not have imported foreign non-special
14 use cosmetics into China, or gone through Chinese customs, without an NMPA
15 registration, each of which required retaining a certified lab to do animal testing for
16 that product.

17 249. The NMPA’s approvals of JPMS’s registrations reference JPMS’s
18 compliance with both the Hygienic Standards for Cosmetics (2007) and the Safety
19 and Technical Standards for Cosmetics (2015).
20
21
22
23
24
25
26
27
28

1 250. JPMS products sold in China have the required product label and
2 accompanying NMPA registration number. The following are images of some of
3 those labels and registration numbers from JPMS products purchased in China:
4





1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

251. Despite JPMS’s statement that it had left China, it only paused operations in China in 2012 and 2013 and began seeking new NMPA registrations through JPMS Beijing in 2014.

252. To avoid animal testing, JPMS could have availed itself of the 2014 regulations that allowed companies to manufacture products in China, rather than import them.

253. Instead, JPMS continued to register and sell imported products in China from 2015 to 2021, an approach that required animal testing for each product.

254. Upon information and belief, JPMS’s decisions to create JPMS Beijing and begin registering new JPMS products in China—requiring that animal testing be

1 performed by Chinese laboratories—were made and executed from its headquarters
2 in California.

3 255. On September 7, 2017, JPMS announced that it was “NOW
4 OFFICIALLY OPEN FOR BUSINESS IN CHINA!”⁵⁰



11
12
13
14
15
16
17 256. JPMS claimed that it could sell select Paul Mitchell and Tea Tree
18 products in China without animal testing, despite there being no exceptions in
19 Chinese law to avoid animal testing for imported cosmetics and no record of an
20 exemption from the NMPA.
21

22 257. There is no local authority (including municipal regulators) in China
23 that could unilaterally waive national toxicology-testing requirements. China’s
24

25 ⁵⁰ Mara Gouridine, *Great News: Now Officially Open for Business in China!*,
26 PEACE LOVE AND HAPPENINGS (Sep. 7, 2017),
27 <https://web.archive.org/web/20230320144342/https://www.peaceloveandhappenings.com/great-news-now-officially-open-for-business-in-china/> (last visited Feb. 12,
28 2026).

1 cosmetics approval framework operates under national-level rules administered
2 through the NMPA and its predecessors, and local agencies do not possess unilateral
3 authority to exempt imported cosmetics brands from mandatory safety requirements.

4
5 258. Even though Chinese regulations require the testing to occur in
6 approved labs, which are all in China, JPMS claims that it performed some testing in
7 front of China regulators in a U.S.-based testing facility and, as a result of that
8 testing demonstration, was exempted from the animal testing requirements in China
9 that apply to all imported non-special use cosmetics.

10 259. JPMS has continued to represent to this day that it is exempt, despite lab
11 tests showing the BIDC performed animal testing on JPMS products to register its
12 products in China.

13
14 260. In 2022, JPMS issued a response to how it was able to get approval in
15 China without animal testing: “John Paul Mitchell Systems® brought a group of
16 respected scientists from China to work side by side and train with their team and, as
17 a result, the China FDA accepted the impressive results and reproducibility of the
18 non-animal test alternatives and agreed to test a small selection of products for
19 approval without the normal animal testing required. Subsequently, we were granted
20 approval to market a select offering of Paul Mitchell® and Tea Tree products in
21 China—without animal testing.”⁵¹

22
23 261. In lobbying the California legislature in 2020 to remove an exemption
24 from SB 1249—allowing manufacturers to sell in California even if they sold in any
25

26
27 ⁵¹ Is Paul Mitchell Cruelty-Free and Vegan?, ETHICAL ELEPHANT (Jan. 7, 2022),
28 <https://web.archive.org/web/20220627122902/https://ethicalelephant.com/paul-mitchell-cruelty-free-vegan/> (last visited Feb. 12, 2026).

1 foreign markets where animal testing was required—DeJoria represented that JPMS
2 had an exemption from animal testing in China and the foreign market exemption
3 should be removed from the bill.

4
5 262. Despite these representations, internal emails between JPMS senior
6 employees recognized that the Chinese product registrations depended on animal
7 testing and acknowledged that animal testing was being done to register products in
8 China, with one senior executive noting: “This doesn’t feel very good. Seems we are
9 still relying on the animal testing to register these products.”

10 263. Additionally, the NMPA—the only Chinese authority that can grant an
11 exemption—has confirmed that before the change in law in 2021, no company was
12 given an exemption from animal testing, and it has specifically confirmed that JPMS
13 has not been granted any exemptions from animal testing.

14
15 264. Counsel for Plaintiffs reached out to the BIDC and it confirmed that it is
16 only an inspection institute, that it has no right to give exemptions for the
17 toxicological tests, and if a company has an exemption, that exemption would have
18 to presented to the reviewing department (the NMPA).

19
20 265. After the BIDC confirmed that only the NMPA could grant an
21 exemption, Plaintiffs’ Counsel again reached out to the NMPA. The NMPA once
22 again confirmed there were no exemptions from animal testing before the change in
23 law in 2021 and that no exemption had been granted to JPMS.

24 266. JPMS claims it had an exemption from animal testing in 2017, but it has
25 no documentation or record of that exemption.
26
27
28

1 267. JPMS was also selling and registering products in China for close to
2 twenty years before it announced it had an exemption in 2017, a period predating the
3 self-proclaimed exemption, and which unequivocally required animal testing.

4 268. Upon information and belief, JPMS’s decision to claim it had a valid
5 exemption from the animal testing requirements in China—and to continue to tout
6 such a contrived exemption for years—was made and issued from its headquarters in
7 California.

8 269. JPMS’s conduct was not confined to isolated distributor activity.
9 Internal JPMS correspondence reflects that senior JPMS leadership was directly
10 involved in registering and marketing products in China, including discussions
11 surrounding product approvals and relaunch marketing efforts.

12 270. In June of 2022, China canceled all of JPMS’s active product
13 registrations.

14 271. In sum, JPMS’s activities in China were undertaken through domestic
15 responsible agents formally appointed by JPMS with JPMS’s direct financial support
16 and operational oversight.

17
18
19
20 **H. Plaintiffs**

21 272. Plaintiff Hannah Howell currently resides in Portland, Oregon, and has
22 purchased JPMS products in Arizona, Nevada, Oregon, and Texas.

23 273. Howell relied on JPMS’s representations that the products she was
24 purchasing were not tested on animals and that JPMS did not perform animal testing.

25 274. Howell would not have purchased JPMS products had she known they
26 were tested on animals.
27
28

1 275. Howell would not have continued to purchase JPMS products had she
2 known JPMS tested any of its products on animals, regardless of where that testing
3 occurred.

4 276. Howell purchased various JPMS products for over a decade, including
5 shampoo and conditioner, leave-in conditioner, sculpting lotion, spray gel, sculpting
6 foam, and hairspray.

7 277. Before she contacted undersigned counsel on or about June 10, 2025,
8 Howell never had any actual knowledge that JPMS was engaged in animal testing,
9 and no inquiry or investigation, within the bounds of what is considered reasonable
10 and diligent under the circumstances, would have uncovered facts or evidence
11 demonstrating that JPMS tested on animals.
12

13 278. Howell does not agree with animal testing and actively looks for
14 products that are cruelty-free.
15

16 279. Plaintiff Brigitte Lowe currently resides in Bethel Island, California,
17 and has purchased JPMS products in California.
18

19 280. Lowe relied on JPMS's representations that the products she was
20 purchasing were not tested on animals and that JPMS did not perform animal testing.

21 281. Lowe would not have purchased JPMS products had he/she known they
22 were tested on animals.

23 282. Lowe would not have continued to purchase JPMS products had she
24 known JPMS tested any of its products on animals, regardless of where that testing
25 occurred.
26

27 283. Lowe purchased multiple JPMS products from Walgreens, Sally
28 Beauty, Target, and Walmart from 2015–2024, including Tea Tree Special Shampoo,

1 Tea Tree Special Shampoo and Conditioner, Color Protect Shampoo Forever Blonde
2 Shampoo, Super Skinny Shampoo and Super Skinny Hair Serum. She purchased
3 these products approximately 3 to 4 times per year.

4
5 284. Before she contacted undersigned counsel on or about July 30, 2025,
6 Lowe never had any actual knowledge that JPMS was engaged in animal testing, and
7 no inquiry or investigation, within the bounds of what is considered reasonable and
8 diligent under the circumstances, would have uncovered facts or evidence
9 demonstrating that JPMS tested on animals.

10 285. Lowe does not agree with animal testing and actively looks for products
11 that are cruelty-free.

12
13 286. Plaintiff Robin Eisman currently resides in San Juan Capistrano,
14 California and has purchased JPMS products in California.

15 287. Eisman relied on JPMS's representations that the products she was
16 purchasing were not tested on animals and that JPMS did not perform animal testing.

17 288. Eisman would not have purchased JPMS products had she known they
18 were tested on animals.

19
20 289. Eisman would not have continued to purchase JPMS products had she
21 known JPMS tested any of its products on animals, regardless of where that testing
22 occurred.

23 290. Eisman purchased JPMS products in California before May 2015 and/or
24 after January 2020.

25
26 291. Before she contacted undersigned counsel on or about July 30, 2025,
27 Eisman never had any actual knowledge that JPMS was engaged in animal testing,
28 and no inquiry or investigation, within the bounds of what is considered reasonable

1 and diligent under the circumstances, would have uncovered facts or evidence
2 demonstrating that JPMS tested on animals.

3 292. Eisman does not agree with animal testing and actively looks for
4 products that are cruelty-free.
5

6 293. Plaintiff Keri Lynch currently resides in San Diego, California, and has
7 purchased JPMS products in California.

8 294. Lynch relied on JPMS's representations that the products she was
9 purchasing were not tested on animals and that JPMS did not perform animal testing.

10 295. Lynch would not have purchased JPMS products had she known they
11 were tested on animals.
12

13 296. Lynch would not have continued to purchase JPMS products had she
14 known JPMS tested any of its products on animals, regardless of where that testing
15 occurred.

16 297. Lynch purchased multiple JPMS products directly from Ulta and
17 Walmart from 2012–2025. She purchased the Paul Mitchell Heat Seal and Shine
18 Super Spray approximately twice a year.
19

20 298. Before she contacted undersigned counsel on or about July 30, 2025,
21 Lynch never had any actual knowledge that JPMS was engaged in animal testing,
22 and no inquiry or investigation, within the bounds of what is considered reasonable
23 and diligent under the circumstances, would have uncovered facts or evidence
24 demonstrating that JPMS tested on animals.
25

26 299. Lynch does not agree with animal testing and actively looks for
27 products that are cruelty-free.
28

1 300. Plaintiff Kathryn Kessinger currently resides in Jeffersonville, Indiana,
2 and has purchased JPMS products in Indiana and Kentucky.

3 301. Kessinger relied on JPMS's representations that the products she was
4 purchasing were not tested on animals and that JPMS did not perform animal testing.
5

6 302. Kessinger would not have purchased JPMS products had she known
7 they were tested on animals.

8 303. Kessinger would not have continued to purchase JPMS products had she
9 known JPMS tested any of its products on animals, regardless of where that testing
10 occurred.

11 304. Before she contacted undersigned counsel on or about July 31, 2025,
12 Kessinger never had any actual knowledge that JPMS was engaged in animal testing,
13 and no inquiry or investigation, within the bounds of what is considered reasonable
14 and diligent under the circumstances, would have uncovered facts or evidence
15 demonstrating that JPMS tested on animals.
16

17 305. Kessinger does not agree with animal testing and actively looks for
18 products that are cruelty-free.
19

20 306. Plaintiff Hollie Shadd currently resides in Irwin, Pennsylvania, and has
21 purchased JPMS products in Pennsylvania.

22 307. Shadd relied on JPMS's representations that the products she was
23 purchasing were not tested on animals and that JPMS did not perform animal testing.
24

25 308. Shadd would not have purchased JPMS products had she known they
26 were tested on animals.
27
28

1 309. Shadd would not have continued to purchase JPMS products had she
2 known JPMS tested any of its products on animals, regardless of where that testing
3 occurred.

4 310. Before she contacted undersigned counsel on or about July 31, 2025,
5 Shadd never had any actual knowledge that JPMS was engaged in animal testing,
6 and no inquiry or investigation, within the bounds of what is considered reasonable
7 and diligent under the circumstances, would have uncovered facts or evidence
8 demonstrating that JPMS tested on animals.

9 311. Shadd does not agree with animal testing and actively looks for
10 products that are cruelty-free.

11 312. Plaintiff Ashley Price-Horton currently resides in Havertown,
12 Pennsylvania, and has purchased JPMS products in Pennsylvania.

13 313. Price-Horton relied on JPMS's representations that the products she was
14 purchasing were not tested on animals and that JPMS did not perform animal testing.

15 314. Price-Horton would not have purchased JPMS products had she known
16 they were tested on animals.

17 315. Price-Horton would not have continued to purchase JPMS products had
18 she known JPMS tested any of its products on animals, regardless of where that
19 testing occurred.

20 316. Price-Horton purchased multiple JPMS products directly from CVS and
21 Acme Food Store from 2020–2024, including Paul Mitchell Instant Moisture Daily
22 Shampoo and Tea Tree Shampoo. She purchases these products approximately 2–3
23 times a year.
24
25
26
27
28

1 317. Before she contacted undersigned counsel on or about July 31, 2025,
2 Price-Horton never had any actual knowledge that JPMS was engaged in animal
3 testing, and no inquiry or investigation, within the bounds of what is considered
4 reasonable and diligent under the circumstances, would have uncovered facts or
5 evidence demonstrating that JPMS tested on animals.
6

7 318. Price-Horton does not agree with animal testing and actively looks for
8 products that are cruelty-free, especially since she used to be vegan.

9 319. Plaintiff Gayanna Lynne Rule currently resides in Westcliffe, Colorado
10 and has purchased JPMS products in New Jersey, Connecticut, Texas, Colorado,
11 Florida, and Ohio.
12

13 320. Rule relied on JPMS's representations that the products she was
14 purchasing were not tested on animals and that JPMS did not perform animal testing.

15 321. Rule would not have purchased JPMS products had she known they
16 were tested on animals.

17 322. Rule would not have continued to purchase JPMS products had she
18 known JPMS tested any of its products on animals, regardless of where that testing
19 occurred.
20

21 323. Rule purchased multiple JPMS products from 2010–2016, including
22 Paul Mitchell shampoo, conditioner, hair spray (occasionally), and the sculpting
23 mousse (most frequently), approximately two to four times a year.

24 324. Before she contacted undersigned counsel on or about July 21, 2025,
25 Rule never had any actual knowledge that JPMS was engaged in animal testing, and
26 no inquiry or investigation, within the bounds of what is considered reasonable and
27

28

1 diligent under the circumstances, would have uncovered facts or evidence
2 demonstrating that JPMS tested on animals.

3 325. Rule does not agree with animal testing and actively looks for products
4 that are cruelty-free.

5
6 326. Plaintiff Jinny Hager currently resides in Solvang, California, and has
7 purchased JPMS products in California.

8 327. Hager relied on JPMS's representations that the products she was
9 purchasing were not tested on animals and that JPMS did not perform animal testing.

10 328. Hager would not have purchased JPMS products had she known they
11 were tested on animals.

12
13 329. Hager would not have continued to purchase JPMS products had she
14 known JPMS tested any of its products on animals, regardless of where that testing
15 occurred.

16 330. Hager purchased multiple JPMS products primarily from Cosmo Prof
17 and Ulta Beauty from 2017–2025, including the Tea Tree Special Shampoo and
18 Conditioner, and the Awapuhi Shampoo and Conditioner. She purchased these
19 products 2–3 times a year.

20
21 331. Before she contacted undersigned counsel on or about July 30, 2025,
22 Hager never had any actual knowledge that JPMS was engaged in animal testing,
23 and no inquiry or investigation, within the bounds of what is considered reasonable
24 and diligent under the circumstances, would have uncovered facts or evidence
25 demonstrating that JPMS tested on animals.

26
27 332. Hager does not agree with animal testing and actively looks for products
28 that are cruelty-free.

1 333. Plaintiff Kimbrelle Rodgers currently resides in Batesburg, South
2 Carolina, and has purchased JPMS products in South Carolina and Mississippi.

3 334. Rodgers relied on JPMS's representations that the products she was
4 purchasing were not tested on animals and that JPMS did not perform animal testing.
5

6 335. Rodgers would not have purchased JPMS products had she known they
7 were tested on animals.

8 336. Rodgers would not have continued to purchase JPMS products had she
9 known JPMS tested any of its products on animals, regardless of where that testing
10 occurred.

11 337. Before she contacted undersigned counsel on or about August 22, 2025,
12 Rodgers never had any actual knowledge that JPMS was engaged in animal testing,
13 and no inquiry or investigation, within the bounds of what is considered reasonable
14 and diligent under the circumstances, would have uncovered facts or evidence
15 demonstrating that JPMS tested on animals.
16

17 338. Rodgers does not agree with animal testing and actively looks for
18 products that are cruelty-free.
19

20 339. Plaintiff Denise Smith currently resides in Salt Lake City, Utah, and has
21 purchased JPMS products in Utah.

22 340. Smith relied on JPMS's representations that the products she was
23 purchasing were not tested on animals and that JPMS did not perform animal testing.
24

25 341. Smith would not have purchased JPMS products had she known they
26 were tested on animals.
27
28

1 342. Smith would not have continued to purchase JPMS products had she
2 known JPMS tested any of its products on animals, regardless of where that testing
3 occurred.

4 343. Before she contacted undersigned counsel on or about August 22, 2025,
5 Smith never had any actual knowledge that JPMS was engaged in animal testing, and
6 no inquiry or investigation, within the bounds of what is considered reasonable and
7 diligent under the circumstances, would have uncovered facts or evidence
8 demonstrating that JPMS tested on animals.

9 344. Smith does not agree with animal testing and actively looks for products
10 that are cruelty-free.

11 345. Plaintiff Katelyn Dias currently resides in Cleveland, Tennessee, and
12 has purchased JPMS products in Tennessee.

13 346. Dias relied on JPMS's representations that the products she was
14 purchasing were not tested on animals and that JPMS did not perform animal testing.
15 She recalls seeing the cruelty-free bunny logo on the bottles and cruelty-free
16 advertising.

17 347. Dias would not have purchased JPMS products had she known they
18 were tested on animals.

19 348. Dias would not have continued to purchase JPMS products had she
20 known JPMS tested any of its products on animals, regardless of where that testing
21 occurred.

22 349. Dias primarily purchased JPMS products from hair salons and
23 occasionally from Sally Beauty.

1 350. Before she contacted undersigned counsel on or about August 25, 2025,
2 Dias never had any actual knowledge that JPMS was engaged in animal testing, and
3 no inquiry or investigation, within the bounds of what is considered reasonable and
4 diligent under the circumstances, would have uncovered facts or evidence
5 demonstrating that JPMS tested on animals.
6

7 351. Dias does not agree with animal testing and actively looks for products
8 that are cruelty-free.

9 352. Plaintiff Deanna Harrell currently resides in Knoxville, Tennessee, and
10 has purchased JPMS products in Tennessee.

11 353. Harrell relied on JPMS's representations that the products she was
12 purchasing were not tested on animals and that JPMS did not perform animal testing.
13

14 354. Harrell would not have purchased JPMS products had she known they
15 were tested on animals.

16 355. Harrell would not have continued to purchase JPMS products had she
17 known JPMS tested any of its products on animals, regardless of where that testing
18 occurred.
19

20 356. Harrell purchased JPMS products from hair salons, Walmart, and CVS
21 stores.

22 357. Before she contacted undersigned counsel on or about August 25, 2025,
23 Harrell never had any actual knowledge that JPMS was engaged in animal testing,
24 and no inquiry or investigation, within the bounds of what is considered reasonable
25 and diligent under the circumstances, would have uncovered facts or evidence
26 demonstrating that JPMS tested on animals.
27
28

1 358. Harrell does not agree with animal testing and actively looks for
2 products that are cruelty-free.

3 359. Plaintiff Lauren Carr currently resides in Chicago, Illinois, and has
4 purchased JPMS products in Illinois and Michigan.

5 360. Carr relied on JPMS's representations that the products she was
6 purchasing were not tested on animals and that JPMS did not perform animal testing.

7 361. Carr would not have purchased JPMS products had she known they
8 were tested on animals.

9 362. Carr would not have continued to purchase JPMS products had she
10 known JPMS tested any of its products on animals, regardless of where that testing
11 occurred.

12 363. Before she contacted undersigned counsel on or about September 16,
13 2025, Carr never had any actual knowledge that JPMS was engaged in animal
14 testing, and no inquiry or investigation, within the bounds of what is considered
15 reasonable and diligent under the circumstances, would have uncovered facts or
16 evidence demonstrating that JPMS tested on animals.

17 364. Carr does not agree with animal testing and actively looks for products
18 that are cruelty-free.

19 365. Plaintiff Kerri Parker currently resides in Ogden, Utah, and has
20 purchased JPMS products in Utah.

21 366. Parker relied on JPMS's representations that the products she was
22 purchasing were not tested on animals and that JPMS did not perform animal testing.

23 367. Parker would not have purchased JPMS products had she known they
24 were tested on animals.

1 368. Parker would not have continued to purchase JPMS products had she
2 known JPMS tested any of its products on animals, regardless of where that testing
3 occurred.

4 369. Before she contacted undersigned counsel on or about August 22, 2025,
5 Parker never had any actual knowledge that JPMS was engaged in animal testing,
6 and no inquiry or investigation, within the bounds of what is considered reasonable
7 and diligent under the circumstances, would have uncovered facts or evidence
8 demonstrating that JPMS tested on animals.

9 370. Parker does not agree with animal testing and actively looks for
10 products that are cruelty-free.

11 371. Plaintiff Aliko Marinos currently resides in Glenview, Illinois, and has
12 purchased JPMS products in Illinois.

13 372. Marinos relied on JPMS's representations that the products she was
14 purchasing were not tested on animals and that JPMS did not perform animal testing.

15 373. Marinos would not have purchased JPMS products had she known they
16 were tested on animals.

17 374. Marinos would not have continued to purchase JPMS products had she
18 known JPMS tested any of its products on animals, regardless of where that testing
19 occurred.

20 375. Marinos purchased multiple JPMS products primarily from T.J. Maxx
21 in 2020, including the Paul Mitchell Shampoo and Conditioner.

22 376. Before she contacted undersigned counsel on or about September 16,
23 2025, Marinos never had any actual knowledge that JPMS was engaged in animal
24 testing, and no inquiry or investigation, within the bounds of what is considered
25
26
27
28

1 reasonable and diligent under the circumstances, would have uncovered facts or
2 evidence demonstrating that JPMS tested on animals.

3 377. Marinos does not agree with animal testing and actively looks for
4 products that are cruelty-free.
5

6 378. Plaintiff Lynette Armstrong currently resides in Griffin, Georgia, and
7 has purchased JPMS products in Georgia and California.

8 379. Armstrong relied on JPMS's representations that the products she was
9 purchasing were not tested on animals and that JPMS did not perform animal testing.

10 380. Armstrong would not have purchased JPMS products had she known
11 they were tested on animals.
12

13 381. Armstrong would not have continued to purchase JPMS products had
14 she known JPMS tested any of its products on animals, regardless of where that
15 testing occurred.

16 382. Armstrong purchased multiple JPMS products directly from the Paul
17 Mitchell website and from independent retailers from 1998–2015, including
18 Awapuhi Botanical Color Care Conditioner, Sculpting Styling products, and Tea
19 Tree products. She purchased these products about twelve times per year.
20

21 383. Before she contacted undersigned counsel on or about September 19,
22 2025, Armstrong never had any actual knowledge that JPMS was engaged in animal
23 testing, and no inquiry or investigation, within the bounds of what is considered
24 reasonable and diligent under the circumstances, would have uncovered facts or
25 evidence demonstrating that JPMS tested on animals.
26

27 384. Armstrong does not agree with animal testing and actively looks for
28 products that are cruelty-free.

1 385. Plaintiff Jake Tulogeski currently resides in Appleton, Wisconsin, and
2 has purchased JPMS products in Wisconsin.

3 386. Tulogeski relied on JPMS's representations that the products he was
4 purchasing were not tested on animals and that JPMS did not perform animal testing.
5

6 387. Tulogeski would not have purchased JPMS products had he known they
7 were tested on animals.

8 388. Tulogeski would not have continued to purchase JPMS products had he
9 known JPMS tested any of its products on animals, regardless of where that testing
10 occurred.

11 389. Before he contacted undersigned counsel on or about October 8, 2025,
12 Tulogeski never had any actual knowledge that JPMS was engaged in animal testing,
13 and no inquiry or investigation, within the bounds of what is considered reasonable
14 and diligent under the circumstances, would have uncovered facts or evidence
15 demonstrating that JPMS tested on animals.
16

17 390. Tulogeski does not agree with animal testing and actively looks for
18 products that are cruelty-free.
19

20 391. Plaintiff Mark Geis currently resides in Eagle River, Wisconsin, and has
21 purchased JPMS products in Wisconsin, Texas, Florida, and Hawaii.

22 392. Geis relied on JPMS's representations that the products he was
23 purchasing were not tested on animals and that JPMS did not perform animal testing.
24

25 393. Geis would not have purchased JPMS products had he known they were
26 tested on animals.
27
28

1 394. Geis would not have continued to purchase JPMS products had he
2 known JPMS tested any of its products on animals, regardless of where that testing
3 occurred.

4 395. Before he contacted undersigned counsel on or about October 8, 2025,
5 Geis never had any actual knowledge that JPMS was engaged in animal testing, and
6 no inquiry or investigation, within the bounds of what is considered reasonable and
7 diligent under the circumstances, would have uncovered facts or evidence
8 demonstrating that JPMS tested on animals.

9 396. Geis does not agree with animal testing and actively looks for products
10 that are cruelty-free.

11 397. Plaintiff Kelly Dugas currently resides in Waltham, Massachusetts, and
12 has purchased JPMS products in Massachusetts.

13 398. Dugas relied on JPMS's representations that the products she was
14 purchasing were not tested on animals and that JPMS did not perform animal testing.

15 399. Dugas would not have purchased JPMS products had she known they
16 were tested on animals.

17 400. Dugas would not have continued to purchase JPMS products had she
18 known JPMS tested any of its products on animals, regardless of where that testing
19 occurred.

20 401. Before she contacted undersigned counsel on or about October 8, 2025,
21 Dugas never had any actual knowledge that JPMS was engaged in animal testing,
22 and no inquiry or investigation, within the bounds of what is considered reasonable
23 and diligent under the circumstances, would have uncovered facts or evidence
24 demonstrating that JPMS tested on animals.

1 402. Dugas does not agree with animal testing and actively looks for
2 products that are cruelty-free.

3 403. Plaintiff Julie Dziekan currently resides in West Allis, Wisconsin, and
4 has purchased JPMS products in Wisconsin.

5 404. Dziekan relied on JPMS's representations that the products she was
6 purchasing were not tested on animals and that JPMS did not perform animal testing.
7

8 405. Dziekan would not have purchased JPMS products had she known they
9 were tested on animals.

10 406. Dziekan would not have continued to purchase JPMS products had she
11 known JPMS tested any of its products on animals, regardless of where that testing
12 occurred.

13 407. Before she contacted undersigned counsel on or about October 8, 2025,
14 Dziekan never had any actual knowledge that JPMS was engaged in animal testing,
15 and no inquiry or investigation, within the bounds of what is considered reasonable
16 and diligent under the circumstances, would have uncovered facts or evidence
17 demonstrating that JPMS tested on animals.
18

19 408. Dziekan does not agree with animal testing and actively looks for
20 products that are cruelty-free.
21

22 409. Plaintiff Erin Coyle currently resides in Cornelia, Georgia, and has
23 purchased JPMS products in Georgia.

24 410. Coyle relied on JPMS's representations that the products she was
25 purchasing were not tested on animals and that JPMS did not perform animal testing.
26

27 411. Coyle would not have purchased JPMS products had she known they
28 were tested on animals.

1 412. Coyle would not have continued to purchase JPMS products had she
2 known JPMS tested any of its products on animals, regardless of where that testing
3 occurred.

4 413. Coyle purchased multiple JPMS products, including the Paul Mitchell
5 Freeze and Shine Hairspray.

6 414. Before she contacted undersigned counsel on or about August 22, 2025,
7 Coyle never had any actual knowledge that JPMS was engaged in animal testing, and
8 no inquiry or investigation, within the bounds of what is considered reasonable and
9 diligent under the circumstances, would have uncovered facts or evidence
10 demonstrating that JPMS tested on animals.
11

12 415. Coyle does not agree with animal testing and actively looks for products
13 that are cruelty-free.
14

15 416. Plaintiff Leila Mello currently resides in Fall River, Massachusetts, and
16 has purchased JPMS products in Massachusetts.

17 417. Mello relied on JPMS's representations that the products she was
18 purchasing were not tested on animals and that JPMS did not perform animal testing.
19

20 418. Mello would not have purchased JPMS products had she known they
21 were tested on animals.

22 419. Mello would not have continued to purchase JPMS products had she
23 known JPMS tested any of its products on animals, regardless of where that testing
24 occurred.

25 420. Before she contacted undersigned counsel on or about October 8, 2025,
26 Mello never had any actual knowledge that JPMS was engaged in animal testing, and
27 no inquiry or investigation, within the bounds of what is considered reasonable and
28

1 diligent under the circumstances, would have uncovered facts or evidence
2 demonstrating that JPMS tested on animals.

3 421. Mello does not agree with animal testing and actively looks for products
4 that are cruelty-free.

5 422. Plaintiff Kimberly Weatherbee currently resides in Hyde Park,
6 Massachusetts, and has purchased JPMS products in Florida, Massachusetts, New
7 Hampshire, and Rhode Island.

8 423. Weatherbee relied on JPMS's representations that the products she was
9 purchasing were not tested on animals and that JPMS did not perform animal testing.
10

11 424. Weatherbee would not have purchased JPMS products had she known
12 they were tested on animals.

13 425. Weatherbee would not have continued to purchase JPMS products had
14 she known JPMS tested any of its products on animals, regardless of where that
15 testing occurred.

16 426. Before she contacted undersigned counsel on or about November 6,
17 2025, Weatherbee never had any actual knowledge that JPMS was engaged in animal
18 testing, and no inquiry or investigation, within the bounds of what is considered
19 reasonable and diligent under the circumstances, would have uncovered facts or
20 evidence demonstrating that JPMS tested on animals.

21 427. Weatherbee does not agree with animal testing and actively looks for
22 products that are cruelty-free.

23 428. Plaintiff Kristy Creech (formerly Bennett) currently resides in East
24 Bend, North Carolina, and has purchased JPMS products in North Carolina.
25
26
27
28

1 429. Creech relied on JPMS's representations that the products she was
2 purchasing were not tested on animals and that JPMS did not perform animal testing.

3 430. Creech would not have purchased JPMS products had she known they
4 were tested on animals.

5 431. Creech would not have continued to purchase JPMS products had she
6 known JPMS tested any of its products on animals, regardless of where that testing
7 occurred.

8 432. Before she contacted undersigned counsel on or about November 6,
9 2025, Creech never had any actual knowledge that JPMS was engaged in animal
10 testing, and no inquiry or investigation, within the bounds of what is considered
11 reasonable and diligent under the circumstances, would have uncovered facts or
12 evidence demonstrating that JPMS tested on animals.

13 433. Creech does not agree with animal testing and actively looks for
14 products that are cruelty-free.

15 434. Plaintiff Kim Davis currently resides in Savage, Minnesota and has
16 purchased JPMS products in Minnesota.

17 435. Davis relied on JPMS's representations that the products she was
18 purchasing were not tested on animals and that JPMS did not perform animal testing.

19 436. Davis would not have purchased JPMS products had she known they
20 were tested on animals.

21 437. Davis would not have continued to purchase JPMS products had she
22 known JPMS tested any of its products on animals, regardless of where that testing
23 occurred.

1 438. Before she contacted undersigned counsel on or about November 6,
2 2025, Davis never had any actual knowledge that JPMS was engaged in animal
3 testing, and no inquiry or investigation, within the bounds of what is considered
4 reasonable and diligent under the circumstances, would have uncovered facts or
5 evidence demonstrating that JPMS tested on animals.
6

7 439. Davis does not agree with animal testing and actively looks for products
8 that are cruelty-free.

9 440. Plaintiff Isabelle Salhani currently resides in Chicago, Illinois, and has
10 purchased JPMS products in Virginia, and California.
11

12 441. Salhani relied on JPMS's representations that the products she was
13 purchasing were not tested on animals and that JPMS did not perform animal testing.

14 442. Salhani would not have purchased JPMS products had she known they
15 were tested on animals.

16 443. Salhani would not have continued to purchase JPMS products had she
17 known JPMS tested any of its products on animals, regardless of where that testing
18 occurred.
19

20 444. Salhani purchased multiple JPMS products directly from Sally's Beauty
21 Supply and through a past hairstylist at a hair salon, from 2008–2014.

22 445. Before she contacted undersigned counsel on or about November 6,
23 2025, Salhani never had any actual knowledge that JPMS was engaged in animal
24 testing, and no inquiry or investigation, within the bounds of what is considered
25 reasonable and diligent under the circumstances, would have uncovered facts or
26 evidence demonstrating that JPMS tested on animals.
27
28

1 446. Salhani does not agree with animal testing and actively looks for
2 products that are cruelty-free.

3 447. Plaintiff Terasa Rowe currently resides in Augusta, Georgia, and has
4 purchased JPMS products in Georgia, California, and Oklahoma.

5 448. Rowe relied on JPMS's representations that the products she was
6 purchasing were not tested on animals and that JPMS did not perform animal testing.

7 449. Rowe would not have purchased JPMS products had she known they
8 were tested on animals.

9 450. Rowe would not have continued to purchase JPMS products had she
10 known JPMS tested any of its products on animals, regardless of where that testing
11 occurred.

12 451. Rowe began purchasing JPMS products directly from a friend who was
13 a hairstylist. She purchased JPMS products beginning in 1985 until a few years ago.
14 She has repeatedly purchased the Shampoo One, The Conditioner, and the Awapuhi
15 Shampoo.

16 452. Before she contacted undersigned counsel on or about August 22, 2025,
17 Rowe never had any actual knowledge that JPMS was engaged in animal testing, and
18 no inquiry or investigation, within the bounds of what is considered reasonable and
19 diligent under the circumstances, would have uncovered facts or evidence
20 demonstrating that JPMS tested on animals.

21 453. Rowe does not agree with animal testing and actively looks for products
22 that are cruelty-free.

23 454. Plaintiff Susana Veach currently resides in Mesquite, Nevada, and has
24 purchased JPMS products in Idaho and Nevada.

1 455. Veach relied on JPMS's representations that the products she was
2 purchasing were not tested on animals and that JPMS did not perform animal testing.

3 456. Veach would not have purchased JPMS products had she known they
4 were tested on animals.

5 457. Veach would not have continued to purchase JPMS products had she
6 known JPMS tested any of its products on animals, regardless of where that testing
7 occurred.

8 458. Before she contacted undersigned counsel on or about November 7,
9 2025, Veach never had any actual knowledge that JPMS was engaged in animal
10 testing, and no inquiry or investigation, within the bounds of what is considered
11 reasonable and diligent under the circumstances, would have uncovered facts or
12 evidence demonstrating that JPMS tested on animals.

13 459. Veach does not agree with animal testing and actively looks for
14 products that are cruelty-free.

15 460. Plaintiff Anthony Francesconi currently resides in La Grande, Oregon,
16 and has purchased JPMS products in Idaho, Oregon, and Montana.

17 461. Francesconi was aware of JPMS's representations that the products he
18 was purchasing were not tested on animals and that JPMS did not perform animal
19 testing.

20 462. Francesconi would not have purchased JPMS products had he known
21 they were tested on animals.

22 463. Francesconi would not have continued to purchase JPMS products had
23 he known JPMS tested any of its products on animals, regardless of where that
24 testing occurred.

1 **Florida Class:** All individuals who, between June 1, 2001,
2 and the present, purchased, directly from JPMS or through
3 a third-party retailer or salon, a John Paul Mitchell Systems
4 hair-care product in Florida.

5 **Georgia Class:** All individuals who, between June 1, 2001,
6 and the present, purchased, directly from JPMS or through
7 a third-party retailer or salon, a John Paul Mitchell Systems
8 hair-care product in Georgia.

9 **Hawaii Class:** All individuals who, between June 1, 2001,
10 and the present, purchased, directly from JPMS or through
11 a third-party retailer or salon, a John Paul Mitchell Systems
12 hair-care product in Hawaii.

13 **Idaho Class:** All individuals who, between June 1, 2001,
14 and the present, purchased, directly from JPMS or through
15 a third-party retailer or salon, a John Paul Mitchell Systems
16 hair-care product in Idaho.

17 **Illinois Class:** All individuals who, between June 1, 2001,
18 and the present, purchased, directly from JPMS or through
19 a third-party retailer or salon, a John Paul Mitchell Systems
20 hair-care product in Illinois.

21 **Indiana Class:** All individuals who, between June 1, 2001,
22 and the present, purchased, directly from JPMS or through
23 a third-party retailer or salon, a John Paul Mitchell Systems
24 hair-care product in Indiana.

25 **Massachusetts Class:** All individuals who, between June
26 1, 2001, and the present, purchased, directly from JPMS or
27 through a third-party retailer or salon, a John Paul Mitchell
28 Systems hair-care product in Massachusetts.

Michigan Class: All individuals who, between June 1,
 2001, and the present, purchased, directly from JPMS or
 through a third-party retailer or salon, a John Paul Mitchell
 Systems hair-care product in Michigan.

Minnesota Class: All individuals who, between June 1,
 2001, and the present, purchased, directly from JPMS or

1 through a third-party retailer or salon, a John Paul Mitchell
2 Systems hair-care product in Minnesota.

3 **Nevada Class:** All individuals who, between June 1, 2001,
4 and the present, purchased, directly from JPMS or through
5 a third-party retailer or salon, a John Paul Mitchell Systems
6 hair-care product in Nevada.

7 **New Hampshire Class:** All individuals who, between June
8 1, 2001, and the present, purchased, directly from JPMS or
9 through a third-party retailer or salon, a John Paul Mitchell
10 Systems hair-care product in New Hampshire.

11 **New Jersey Class:** All individuals who, between June 1,
12 2001, and the present, purchased, directly from JPMS or
13 through a third-party retailer or salon, a John Paul Mitchell
14 Systems hair-care product in New Jersey.

15 **North Carolina Class:** All individuals who, between June
16 1, 2001, and the present, purchased, directly from JPMS or
17 through a third-party retailer or salon, a John Paul Mitchell
18 Systems hair-care product in North Carolina.

19 **Ohio Class:** All individuals who, between June 1, 2001,
20 and the present, purchased, directly from JPMS or through
21 a third-party retailer or salon, a John Paul Mitchell Systems
22 hair-care product in Ohio.

23 **Oklahoma Class:** All individuals who, between June 1,
24 2001, and the present, purchased, directly from JPMS or
25 through a third-party retailer or salon, a John Paul Mitchell
26 Systems hair-care product in Oklahoma.

27 **Oregon Class:** All individuals who, between June 1, 2001,
28 and the present, purchased, directly from JPMS or through
a third-party retailer or salon, a John Paul Mitchell Systems
hair-care product in Oregon.

Pennsylvania Class: All individuals who, between June 1,
2001, and the present, purchased, directly from JPMS or
through a third-party retailer or salon, a John Paul Mitchell
Systems hair-care product in Pennsylvania.

1 **Rhode Island Class:** All individuals who, between June 1,
2 2001, and the present, purchased, directly from JPMS or
3 through a third-party retailer or salon, a John Paul Mitchell
 Systems hair-care product in Rhode Island.

4 **South Carolina Class:** All individuals who, between June
5 1, 2001, and the present, purchased, directly from JPMS or
6 through a third-party retailer or salon, a John Paul Mitchell
 Systems hair-care product in South Carolina.

7 **Tennessee Class:** All individuals who, between June 1,
8 2001, and the present, purchased, directly from JPMS or
9 through a third-party retailer or salon, a John Paul Mitchell
 Systems hair-care product in Tennessee.

10 **Texas Class:** All individuals who, between June 1, 2001,
11 and the present, purchased, directly from JPMS or through
12 a third-party retailer or salon, a John Paul Mitchell Systems
13 hair-care product in Texas.

14 **Utah Class:** All individuals who, between June 1, 2001,
15 and the present, purchased, directly from JPMS or through
16 a third-party retailer or salon, a John Paul Mitchell Systems
 hair-care product in Utah.

17 **Virginia Class:** All individuals who, between June 1,
18 2001, and the present, purchased, directly from JPMS or
19 through a third-party retailer or salon, a John Paul Mitchell
 Systems hair-care product in Virginia.

20 **Wisconsin Class:** All individuals who, between June 1,
21 2001, and the present, purchased, directly from JPMS or
22 through a third-party retailer or salon, a John Paul Mitchell
 Systems hair-care product in Wisconsin.

23 468. Excluded from the Classes are JPMS and its co-conspirators, their
24 officers, directors, legal representatives, heirs, successors and wholly or partly
25 owned subsidiaries or affiliated companies; Class counsel and their employees; and
26 the judicial officers and their immediate family members and associated court staff
27

1 assigned to this case, and all persons within the third degree of relationship to any
2 such persons. The Class is clear and ascertainable using the objective criterion of
3 purchases, which can be proven using Defendant’s business records. For further
4 clarity, as used above, styling tools are not “hair-care products,” and thus any such
5 purchase does not alone render a purchaser a member of the Class.
6

7 **A. The Requirements of Rule 23(a)(1)-(4) Are Satisfied**

8 **1. Numerosity**

9 469. The Class is so numerous that joinder of all members is unfeasible and
10 impracticable. JPMS sells millions of products each year in hundreds of locations.
11 The exact size of the Class is easily ascertainable, as each transaction or purchase
12 can be tracked using Defendant’s business records. Any reasonable estimate, based
13 on sales, indicates there are millions of Class members.
14

15 **2. Commonality**

16 470. Common questions of law and fact exist as to all Class members, which
17 include, but are not limited to:

- 18 a. Whether Defendant stated or promised on all its hair-care products
19 that its hair-care products were cruelty free or never tested on
20 animals;
- 21 b. Whether Defendant advertised its hair-care products by stating that
22 it never tested on animals and that it was cruelty free;
- 23 c. Whether Defendant performed animal testing, or had animal testing
24 performed on its behalf, on hair-care products to sell them in
25 China;
- 26 d. Whether Defendant misrepresented that it had an exemption from
27 animal testing to sell hair-care products in China;
- 28 e. Whether Defendant delivered hair-care products to the Class that
met its “cruelty free” promise;

- 1 f. Whether Defendant delivered hair-care products to the Class that
2 met its promise to never test on animals;
- 3 g. Whether Defendant breached its express warranties with the Class
4 members;
- 5 h. Whether Defendant is liable under each of the causes of action
6 alleged herein; and
- 7 i. Whether the Class members were damaged by paying more for
8 hair-care products than they would have if the truth had been
disclosed, and, if so, by what amount.

9 **3. Typicality**

10 471. Plaintiffs' claims are typical of the claims of the other members in their
11 respective Classes, as they arise out of the uniform and pervasive conduct of
12 Defendant, involve the same legal theories, and challenge the same practices of
13 Defendant. Plaintiffs and all Class members have been subjected to the same
14 falsehoods and practices, hold the same rights, are entitled to the same legal and
15 equitable relief, have suffered the same impact and injury, and sustained similar
16 damage by paying an amount for hair-care products that they would not have paid or
17 greater than that which they would have paid had JPMS not affirmatively
18 misrepresented that its hair-care products were cruelty free and never tested on
19 animals.
20
21

22 **4. Adequacy**

23 472. Plaintiffs and their counsel will fairly and adequately represent the
24 interests of the Class members. Plaintiffs have no interests antagonistic to, or in
25 conflict with, the interests of the other Class members, and they will zealously
26 pursue their claims. Plaintiffs' lawyers are highly experienced in the prosecution of
27 consumer class actions and complex commercial litigation, capable of providing the
28

1 financial resources needed to litigate this matter to conclusion, and have litigated
2 other consumer rights matters in a class context.

3 **B. The Requirements of Rule 23(b)(3) are Satisfied**

4 **1. Predominance**

5 473. Class certification is appropriate under Federal Rule of Civil Procedure
6 23(b)(3) because the questions of law or fact common to Class members
7 predominate over any questions affecting only individual members. The proposed
8 Classes are sufficiently cohesive to warrant adjudication by representation. Liability
9 will be shown by common representations, acts, and promises, the proof of which
10 every Class member could use to prove liability. Damages are capable of classwide
11 measurement through well-accepted methodologies including conjoint analysis or
12 hedonic regression to isolate the market price premium attributable to JPMS's
13 cruelty-free representations, as will be established through expert testimony at class
14 certification, even though individual differences in damages does not preclude
15 certification.

16 **2. Superiority**

17 474. A class action is superior to all other available methods for fairly and
18 efficiently adjudicating the claims of Plaintiffs and the Class members. Plaintiffs and
19 the Class members—many of whom are unaware of their rights—have been harmed
20 by Defendant’s misrepresentations. Litigating this case as a class action reduces the
21 possibility of repetitious litigation relating to Defendant’s wrongful actions and
22 provides an efficient mechanism for adjudication for Class members, whose claims
23 are too small to warrant individual litigation.
24
25
26
27
28

1 **VI. TOLLING OF STATUTE OF LIMITATIONS**

2 475. The statutes of limitation applicable to Plaintiffs' claims are tolled as a
3 result of Defendant's knowing and active concealment of the alleged conduct,
4 including its own affirmative statements alleged herein, such as its representations to
5 PETA and the public in 2012 and 2013 that it was in early registration attempts in
6 China, its continued representation to PETA that it was not selling in China to stay
7 on PETA's cruelty-free list, and its statements starting in 2017 that it had an
8 exemption from animal testing in China. Plaintiffs did not and could not have
9 reasonably discovered that Defendant was testing on animals in China because
10 Defendant falsely represented that it never animal tested, and that it was in early
11 registration attempts in China, or that it had an exemption from animal testing in
12 China that it did not have.
13
14

15 476. Plaintiffs' claims are therefore tolled under the discovery rule.

16 477. The causes of action alleged herein did not accrue until Plaintiffs
17 discovered or should have discovered that JPMS was testing on animal in China.

18 478. To this day, JPMS does not disclose and continues to deny that it tested
19 on animals in China.
20

21 479. Plaintiffs and other Class members could not have learned about the full
22 extent of Defendant's misconduct through the exercise of reasonable diligence,
23 especially with Defendant working to conceal its animal testing in China.

24 480. For most JPMS purchasers, they are still unaware that JPMS ever tested
25 on animals in China, making the discovery rule appropriate.
26

27 481. For these reasons, all applicable statutes of limitations have been tolled
28 by the operation of the discovery rule.

VII. COUNTS

A. Arizona Causes of Action for Arizona Class Alleged by Plaintiff Hannah Howell (“Arizona Plaintiff”)

**COUNT I
CONSUMER FRAUD ACT
ARIZ. REV. STAT. § 44-1521 *et seq.***

482. Arizona Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

483. JPMS sells hair-care products, which qualify as “merchandise” under Ariz. Rev. Stat. § 44-1521(5).

484. Arizona Plaintiff and the Arizona Class members purchased various JPMS hair-care products in Arizona during the applicable class period.

485. Arizona Plaintiff’s and the Class members’ purchases qualify as “sales” under Ariz. Rev. Stat. § 44-1521(7).

486. It is an unlawful practice under Arizona Revised Statutes § 44-1522 to use or employ any “deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby.”

487. JPMS engaged in unfair or deceptive acts or practices that violated the Arizona Consumer Fraud Act, as described herein, by representing that its hair-care products are cruelty free and never tested on animals when they are tested on animals, by representing that it is a cruelty-free company and that it never tests on animals when it tested on animals to sell in China, by claiming to have an exemption

1 from animal testing in China that it did not have, and by advertising its hair-care
2 products as not tested on animals and cruelty free with the intent to sell hair-care
3 products that had been tested on animals.

4 488. JPMS's actions occurred in the sale of goods to Arizona Plaintiff and
5 the Arizona Class.

6 489. JPMS's misrepresentations that JPMS's hair-care products had never
7 been tested on animals and were cruelty free, and that it has never tested on animals
8 and is a cruelty-free company as set forth, were material and likely to deceive a
9 reasonable consumer.
10

11 490. In purchasing JPMS products, Arizona Plaintiff and the Arizona Class
12 relied on the misrepresentations of JPMS regarding its stance against animal testing
13 and that its products were never tested on animals. JPMS's representations turned out
14 not to be true because it tested on animals to sell its products in China.
15

16 491. Had Arizona Plaintiff and the other Arizona Class members known they
17 would not receive products that had never been animal tested or that they were
18 purchasing from a company that tests on animals, they would not have purchased
19 JPMS's hair-care products and/or paid as much for them.
20

21 492. Arizona Plaintiff and the Arizona Class suffered ascertainable loss
22 caused by JPMS's misrepresentations and its concealment of and failure to disclose
23 the use of animal testing as a company and on its products.

24 493. JPMS's misrepresentations were material.

25 494. Because of JPMS's unfair practice, Arizona Plaintiff and the Arizona
26 Class have suffered actual damages in an amount to be proven at trial.
27
28

1 **B. California Causes of Action Alleged by Plaintiffs Robin Eisman, Keri**
2 **Lynch, Brigette Lowe, Jinny Hager, Terasa Rowe, Lynette Armstrong,**
3 **and Isabelle Salhani (“California Plaintiffs”)**

4 **COUNT I**
5 **BREACH OF EXPRESS WARRANTY UNDER THE CALIFORNIA**
6 **UNIFORM COMMERCIAL CODE**

7 495. California Plaintiffs reallege and incorporate by reference the
8 allegations in the preceding paragraphs.

9 496. JPMS sells hair-care products, which qualify as goods under the
10 California Uniform Commercial Code. Cal. Com. Code § 2105.

11 497. California Plaintiffs and the California Class purchased various JPMS
12 hair-care products during the applicable Class period.

13 498. In connection with the sale of goods, including through representations
14 on the products themselves, JPMS expressly warranted that its hair-care products
15 were not tested on animals and/or were cruelty free. Cal. Com. Code §2313.

16 499. In connection with the sale of goods, including through representations
17 on the products themselves, JPMS expressly warranted that it did not test on animals
18 and/or it was a cruelty-free company. Cal. Com. Code §2313.

19 500. JPMS’s representations were part of the basis of the bargain with
20 California Plaintiffs and the California Class.

21 501. JPMS breached its express warranty by conducting animal tests in
22 China in order to register and sell its products there.

23 502. California Plaintiffs notified JPMS of the nonconformities in the hair-
24 care products on December 8, 2025, which was a reasonable time after California
25 Plaintiffs discovered the breach.
26
27
28

1 c. “Advertising goods or services with intent not to sell them as
2 advertised.” Cal. Civ. Code § 1770(a)(9).

3 510. JPMS engaged in unfair or deceptive acts or practices that violated Cal.
4 Civ. Code § 1770(a), as described herein, by representing and certifying that its hair-
5 care products are cruelty free and never tested on animals when they were tested on
6 animals, by claiming to have an exemption from animal testing in China that it did
7 not have, and by advertising its hair-care products as not tested on animals and
8 cruelty free with the intent to sell hair-care products that had been tested on animals.
9

10 511. JPMS’s actions occurred in the sale of goods to a consumer.

11 512. JPMS’s misrepresentations that JPMS’s hair-care products had never
12 been tested on animals and were cruelty free, as set forth, were material and likely to
13 deceive a reasonable consumer.
14

15 513. In purchasing JPMS products, California Plaintiffs and the California
16 Class relied on the misrepresentations of JPMS regarding its stance against animal
17 testing and that its products were never tested on animals. JPMS’s representations
18 turned out not to be true because it tested on animals to sell its products in China.
19

20 514. Had California Plaintiffs and the other California Class members known
21 they would not receive products that had never been animal tested, they would not
22 have purchased JPMS’s hair-care products and/or paid as much for them.

23 515. California Plaintiffs suffered ascertainable loss caused by JPMS’s
24 misrepresentations and its concealment of and failure to disclose the use of animal
25 testing in JPMS’s products.
26
27
28

1 521. Cal. Bus. & Prof. Code § 17500 makes it unlawful for a company to
2 induce the public to enter into an obligation related to personal property with a
3 statement made in advertising, marketing, or publication, including any statement
4 made on the internet, it knows is untrue or misleading, or with the exercise of
5 reasonable care should know is untrue or misleading.
6

7 522. JPMS caused to be made or disseminated through California and the
8 United States, through advertising, marketing, social media, product labels, and other
9 publications, statements that were untrue or misleading, and which were known, or
10 which, if exercising reasonable care, would have been known to JPMS, to be untrue
11 and misleading to consumers, including to California Plaintiffs and the other
12 California Class members.
13

14 523. JPMS violated Cal. Bus. & Prof. Code § 17500 because the
15 misrepresentations that JPMS's hair products had never been tested on animals and
16 were cruelty free, as set forth, were material and likely to deceive a reasonable
17 consumer.
18

19 524. JPMS made the misrepresentations with the intent to sell hair-care
20 products.
21

22 525. California Plaintiffs and the other California Class members have
23 suffered an injury in fact, including the loss of money or property, because of
24 Defendant's unfair, unlawful, and/or deceptive practices.
25

26 526. In purchasing JPMS products, California Plaintiffs and the other
27 California Class members relied on JPMS's misrepresentations that it had never
28 tested on animals, that it was a cruelty-free company, that its products were cruelty
free, and that its products were never tested on animals. JPMS's representations

1 turned out not to be true because it tested on animals to sell its products in China.
2 Had California Plaintiffs and the other California Class members known this, they
3 would not have purchased the hair-care products and/or paid as much for them.
4 Plaintiffs and the other Class members overpaid for their hair-care products and did
5 not receive the benefit of their bargain.
6

7 527. California Plaintiffs, individually and on behalf of the other California
8 Class members, request that this Court enter such orders or judgments as may be
9 necessary to restore to California Plaintiffs and the other California Class members
10 any money Defendant acquired by false advertising, via restitution or disgorgement,
11 and for any other just and proper relief.
12

13 **COUNT IV**
14 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
15 **CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***

16 528. California Plaintiffs reallege and incorporate by reference the
17 allegations in the preceding paragraphs.

18 529. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
19 § 17200, *et seq.*, proscribes acts of unfair competition, including “any unlawful,
20 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
21 misleading advertising.”

22 530. **Unlawful Act.** Defendant’s conduct constitutes an unlawful business
23 practice in violation of the UCL, because Defendant has violated California’s Legal
24 Remedies Act, Cal. Civ. Code § 1750, *et seq.*, and California’s False Advertising
25 Law, Cal. Bus. & Prof. Code § 17500, *et seq.*
26
27
28

1 531. **Unfair Act.** Defendant’s conduct constitutes an unfair business practice
2 in violation of the UCL in, at a minimum, these ways:

- 3 a. By marketing its products as being cruelty free and never tested
4 on animals when JPMS tests on animals;
- 5 b. by labeling its products as cruelty free and never tested on
6 animals when it does test on animals;
- 7 c. by promising consumers that it was a cruelty-free company and
8 that it never tests on animals;
- 9 d. by representing on its products that they are cruelty free and
10 never tested on animals; and
- 11 e. by claiming to have an exemption to sell in China that does not
12 require animal testing when no such exemption exists.

13 532. **Unfair, Deceptive, Untrue or Misleading Advertising.** Defendant’s
14 conduct constitutes an unfair, deceptive, untrue, or misleading advertising in
15 violation of the UCL in, at a minimum, these ways:

- 16 a. Advertising on its website and social media accounts that its
17 products are cruelty free and never tested on animals; and
- 18 b. placing labels on its products representing that its products are
19 cruelty free and never tested on animals and that JPMS is a
20 cruelty-free company and never tests on animals.

21 533. Defendant falsely advertised with the intent to sell its hair-care
22 products.

23 534. Defendant knew, or should have known, that these representations were
24 false.

25 535. JPMS’s misrepresentations caused California Plaintiffs and the other
26 California Class members to purchase or pay more for JPMS hair-care products.

1 Absent those misrepresentations, California Plaintiffs and the other California Class
2 members would not have purchased the JPMS products.

3 536. California Plaintiffs and the other California Class members have
4 suffered injury in fact, including lost money and undesirable merchandise, as a result
5 of Defendant’s misrepresentations.
6

7 537. California Plaintiffs, individually and on behalf of the other California
8 Class members, request that this Court enter such orders or judgments as may be
9 necessary to restore to California Plaintiffs and members of the California Class via
10 restitution or disgorgement, any monies Defendant acquired by unfair competition,
11 as provided by Cal. Bus. & Prof. Code § 17203; and for such other relief as may be
12 just and proper.
13

14 **C. Colorado Causes of Action Alleged by Plaintiff Gayanna Lynne Rule**
15 **(“Colorado Plaintiff”)**

16 **COUNT I**
17 **BREACH OF EXPRESS WARRANTY UNDER THE COLORADO**
18 **UNIFORM COMMERCIAL CODE**

19 538. Colorado Plaintiff realleges and incorporates by reference the
20 allegations in the preceding paragraphs.

21 539. JPMS sells hair-care products, which qualify as goods under the
22 Colorado Uniform Commercial Code. Colo. Rev. Stat. § 4-2-105.

23 540. Colorado Plaintiff and the Colorado Class purchased various JPMS
24 hair-care products during the applicable Class period.

25 541. In connection with the sale of goods, including through representations
26 on the products themselves, JPMS expressly warranted that its hair-care products
27 were not tested on animals and/or were cruelty free. Colo. Rev. Stat. § 4-2-313.
28

1 550. The Colorado CPA provides that it is a “deceptive trade practice when,
2 in the course of the person’s business, vocation, or occupation, the person”:

- 3 a. “Either knowingly or recklessly makes a false representation as to the
4 source, sponsorship, approval, or certification of goods, services, or
5 property”;
- 6 b. “Either knowingly or recklessly makes a false representation as to the
7 characteristics, ingredients, uses, benefits, alterations, or quantities of
8 goods, food, services, or property or a false representation as to the
9 sponsorship, approval, status, affiliation, or connection of a person
10 therewith”; and
- 11 c. “Represents that goods, food, services, or property are of a particular
12 standard, quality, or grade, or that goods are of a particular style or
13 model, if he knows or should know that they are of another.” Colo. Rev.
14 Stat. § 6-1-105.
15
16

17 551. JPMS engaged in unfair or deceptive acts or practices that violated the
18 Colorado CPA, as described herein, by representing that its hair-care products are
19 cruelty free and never tested on animals when they are tested on animals, by
20 representing that it is a cruelty-free company and that it never tests on animals when
21 it tested on animals to sell in China, by claiming to have an exemption from animal
22 testing in China that it did not have, and by advertising its hair-care products as not
23 tested on animals and cruelty free with the intent to sell hair-care products that had
24 been tested on animals.
25
26

27 552. JPMS’s actions occurred in the sale of goods to Colorado Plaintiff and
28 the Colorado Class.

1 553. JPMS’s misrepresentations that JPMS’s hair-care products had never
2 been tested on animals and were cruelty free, and that it has never tested on animals
3 and is a cruelty-free company as set forth, were material and likely to deceive a
4 reasonable consumer.

5
6 554. In purchasing JPMS products, Colorado Plaintiff and the Colorado
7 Class relied on the misrepresentations of JPMS regarding its stance against animal
8 testing and that its products were never tested on animals. JPMS’s representations
9 turned out not to be true because it tested on animals to sell its products in China.

10 555. Had Colorado Plaintiff and the other Colorado Class members known
11 they would not receive products that had never been animal tested or that they were
12 purchasing from a company that tests on animals, they would not have purchased
13 JPMS’s hair-care products and/or paid as much for them.

14
15 556. Colorado Plaintiff and the Colorado Class suffered an ascertainable loss
16 caused by JPMS’s misrepresentations that its products were not tested on animals
17 and/or were cruelty free.

18
19 557. Under the Colorado CPA, Colorado Plaintiff, individually and on behalf
20 of the other Colorado Class members, seeks actual damages against JPMS for the
21 harm caused by JPMS’s violations of the Colorado CPA as alleged. Colo. Rev. Stat.
22 § 6-1-113.

23 558. Colorado Plaintiff, individually and on behalf of the other Colorado
24 Class members, seeks costs of court, attorneys’ fees under Colorado Revised Statute
25 § 6-1-113, and any other just and proper relief available under the Colorado CPA.
26
27
28

1 **D. Florida Causes of Action Alleged by Plaintiffs Gayanna Lynne Rule,**
2 **Mark Geis, and Kimberly Weatherbee (“Florida Plaintiffs”)**

3 **COUNT I**
4 **BREACH OF EXPRESS WARRANTY UNDER THE FLORIDA**
5 **UNIFORM COMMERCIAL CODE**

6 559. Florida Plaintiffs reallege and incorporate by reference the allegations in
7 the preceding paragraphs.

8 560. JPMS sells hair-care products, which qualify as goods under the Florida
9 Uniform Commercial Code. Fla. Stat. § 672.105.

10 561. Florida Plaintiffs and the Florida Class purchased various JPMS hair-
11 care products during the applicable Class period.

12 562. In connection with the sale of goods, including through representations
13 on the products themselves, JPMS expressly warranted that its hair-care products
14 were not tested on animals and/or were cruelty free. Fla. Stat. § 672.313.

15 563. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly warranted that it did not test on animals
17 and/or it was a cruelty-free company. Fla. Stat. § 672.313.

18 564. JPMS’s representations were part of the basis of the bargain with
19 Florida Plaintiffs and the Florida Class.

20 565. JPMS breached its express warranty by conducting animal tests in
21 China in order to register and sell its products there.

22 566. Florida Plaintiffs notified JPMS of the nonconformities in the hair-care
23 products on December 8, 2025, which was a reasonable time after Florida Plaintiffs
24 discovered the breach. Fla. Stat. § 672.607.

1 573. JPMS's actions occurred in the sale of goods to Florida Plaintiffs and
2 the Florida Class.

3 574. JPMS's misrepresentations that JPMS's hair-care products had never
4 been tested on animals and were cruelty free, and that it has never tested on animals
5 and is a cruelty-free company as set forth, were material and likely to deceive a
6 reasonable consumer.

7 575. In purchasing JPMS products, Florida Plaintiffs and the Florida Class
8 relied on the misrepresentations of JPMS regarding its stance against animal testing
9 and that its products were never tested on animals. JPMS's representations turned out
10 not to be true because it tested on animals to sell its products in China.

11 576. Had Florida Plaintiffs and the other Florida Class members known they
12 would not receive products that had never been animal tested or that they were
13 purchasing from a company that tests on animals, they would not have purchased
14 JPMS's hair-care products and/or paid as much for them.

15 577. Florida Plaintiffs suffered ascertainable loss caused by JPMS's
16 misrepresentations and its concealment of and failure to disclose the use of animal
17 testing as a company and on its products.

18 578. Under Florida Statute § 501.211, Florida Plaintiffs, individually and on
19 behalf of the other Florida Class members, seek actual damages against JPMS for the
20 harm caused by JPMS's violations of the Florida DUTPA as alleged herein.

21 579. Florida Plaintiffs, individually and on behalf of the other Florida Class
22 members, seek costs of court, attorneys' fees under Florida Statutes §§ 501.2105 and
23 501.211, and any other just and proper relief available under the Florida DUTPA.

1 **E. Georgia Causes of Action Alleged by Plaintiffs Lynette Armstrong, Erin**
2 **Coyle, and Terasa Rowe (“Georgia Plaintiffs”)**

3 **COUNT I**
4 **BREACH OF EXPRESS WARRANTY UNDER THE GEORGIA**
5 **UNIFORM COMMERCIAL CODE**

6 580. Georgia Plaintiffs reallege and incorporate by reference the allegations
7 in the preceding paragraphs.

8 581. JPMS sells hair-care products, which qualify as goods under the
9 Georgia Uniform Commercial Code. Ga. Code § 11-2-105.

10 582. Georgia Plaintiffs and the Georgia Class purchased various JPMS hair-
11 care products during the applicable Class period.

12 583. In connection with the sale of goods, including through representations
13 on the products themselves, JPMS expressly warranted that its hair-care products
14 were not tested on animals and/or were cruelty free. Ga. Code § 11-2-313.

15 584. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly warranted that it did not test on animals
17 and/or it was a cruelty-free company. *Id.*

18 585. JPMS’s representations were part of the basis of the bargain with
19 Georgia Plaintiffs and the Georgia Class.

20 586. JPMS breached its express warranty by conducting animal tests in
21 China in order to register and sell its products there.

22 587. Georgia Plaintiffs notified JPMS of the nonconformities in the hair-care
23 products on December 8, 2025, which was a reasonable time after Georgia Plaintiffs
24 discovered the breach. Ga. Code § 11-2-607.
25
26
27
28

- 1 b. “Representing that goods or services have sponsorship, approval,
2 characteristics, ingredients, uses, benefits, or quantities that they do not
3 have or that a person has a sponsorship, approval, status, affiliation, or
4 connection that he or she does not have”; and
5
- 6 c. “Representing that goods or services are of a particular standard,
7 quality, or grade or that goods are of a particular style or model, if they
8 are of another.”

9 596. JPMS engaged in unfair or deceptive acts or practices that violated the
10 Georgia FBPA, as described herein, by representing that its hair-care products are
11 cruelty free and never tested on animals when they are tested on animals, by
12 representing that it is a cruelty-free company and that it never tests on animals when
13 it tested on animals to sell in China, by claiming to have an exemption from animal
14 testing in China that it did not have, and by advertising its hair-care products as not
15 tested on animals and cruelty free with the intent to sell hair-care products that had
16 been tested on animals.
17

18 597. JPMS’s misrepresentations that JPMS’s hair-care products had never
19 been tested on animals and were cruelty free, and that it has never tested on animals
20 and is a cruelty-free company as set forth, were material and likely to deceive a
21 reasonable consumer.
22

23 598. In purchasing JPMS products, Georgia Plaintiffs and the Georgia Class
24 relied on the misrepresentations of JPMS regarding its stance against animal testing
25 and that its products were never tested on animals. JPMS’s representations turned out
26 not to be true because it tested on animals to sell its products in China.
27
28

1 599. Had Georgia Plaintiffs and the other Georgia Class members known
2 they would not receive products that had never been animal tested or that they were
3 purchasing from a company that tests on animals, they would not have purchased
4 JPMS's hair-care products and/or paid as much for them.
5

6 600. Georgia Plaintiffs suffered ascertainable loss caused by JPMS's
7 misrepresentations and its concealment of and failure to disclose the use of animal
8 testing as a company and on its products.

9 601. Under Georgia Code § 10-1-399(a), Georgia Plaintiffs, individually and
10 on behalf of the other Georgia Class members, seek actual damages against JPMS
11 for the harm caused by JPMS's violations of the Georgia FBPA as alleged herein.
12

13 602. Georgia Plaintiffs, individually and on behalf of the other Georgia Class
14 members, seek exemplary damages against Defendant under Georgia Code § 10-1-
15 399(a) because they intentionally disregarded the rights of Georgia Plaintiffs and the
16 Georgia Class. JPMS intentionally and willfully misrepresented material facts that
17 only it knew, specifically that it performed no animal testing and its products were
18 cruelty free.
19

20 603. Georgia Plaintiffs, individually and on behalf of the other Georgia Class
21 members, seek costs of court, attorneys' fees under Georgia Code § 10-1-399(d), and
22 any other just and proper relief available under the Georgia CFBA.

23 604. Georgia Plaintiffs, for themselves and as representatives of the Georgia
24 Class, sent a notice and demand over thirty days before bringing suit, as specified by
25 Georgia Code § 10-1-399(b).
26
27
28

1 **F. Hawaii Causes of Action Alleged by Plaintiff Mark Geis (“Hawaii**
2 **Plaintiff”)**

3 **COUNT I**
4 **BREACH OF EXPRESS WARRANTY UNDER THE HAWAII**
5 **UNIFORM COMMERCIAL CODE**

6 605. Hawaii Plaintiff realleges and incorporates by reference the allegations
7 in the preceding paragraphs.

8 606. JPMS sells hair-care products, which qualify as goods under the Hawaii
9 Uniform Commercial Code. Haw. Rev. Stat. § 490:2-105(1).

10 607. Hawaii Plaintiff and the Hawaii Class purchased various JPMS hair-
11 care products during the applicable Class period.

12 608. In connection with the sale of goods, including through representations
13 on the products themselves, JPMS expressly warranted that its hair-care products
14 were not tested on animals and/or were cruelty free. Haw. Rev. Stat. § 490:2-313.

15 609. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly warranted that it did not test on animals
17 and/or that it was a cruelty-free company. *Id.*

18 610. JPMS’s representations were part of the basis of the bargain with
19 Hawaii Plaintiff and the Hawaii Class.

20 611. JPMS breached its express warranty by conducting animal tests in
21 China in order to register and sell its products there.

22 612. Hawaii Plaintiff notified JPMS of the nonconformities in the hair-care
23 products on December 8, 2025, which was a reasonable time after Hawaii Plaintiff
24 discovered the breach. Haw. Rev. Stat. § 490:2-607.
25
26
27
28

1 620. JPMS’s actions occurred in the sale of goods to Hawaii Plaintiff and the
2 Hawaii Class.

3 621. JPMS’s misrepresentations that JPMS’s hair-care products had never
4 been tested on animals and were cruelty free, and that it has never tested on animals
5 and is a cruelty-free company as set forth, were material and likely to deceive a
6 reasonable consumer.

7 622. In purchasing JPMS products, Hawaii Plaintiff and the Hawaii Class
8 relied on the misrepresentations of JPMS regarding its stance against animal testing
9 and that its products were never tested on animals. JPMS’s representations turned out
10 not to be true because it tested on animals to sell its products in China.

11 623. Had Hawaii Plaintiff and the other Hawaii Class members known they
12 would not receive products that had never been animal tested or that they were
13 purchasing from a company that tests on animals, they would not have purchased
14 JPMS’s hair-care products and/or paid as much for them.

15 624. Hawaii Plaintiff suffered ascertainable loss caused by JPMS’s
16 misrepresentations and its concealment of and failure to disclose the use of animal
17 testing as a company and on its products.

18 625. Under Hawaii Revised Statutes § 480-13(b)–(c), Hawaii Plaintiff,
19 individually and on behalf of the other Hawaii Class members, seeks actual damages
20 and threefold actual damages against JPMS for the harm caused by JPMS’s
21 violations of the Hawaii UDAP as alleged.

22 626. Hawaii Plaintiff, individually and on behalf of the other Hawaii Class
23 members, seeks costs and attorneys’ fees under Hawaii Revised Statute § 480-13(b),
24 and any other just and proper relief available under the Hawaii UDAP.
25
26
27
28

1 **G. Idaho Causes of Action Alleged by Plaintiffs Susan Veach and Anthony**
2 **Francesconi (“Idaho Plaintiffs”)**

3 **COUNT I**
4 **IDAHO CONSUMER PROTECTION ACT (“Idaho CPA”)**

5 627. Idaho Plaintiffs reallege and incorporate by reference the allegations in
6 the preceding paragraphs.

7 628. JPMS, Idaho Plaintiffs, and the Idaho Class are all “persons” under
8 Idaho Code § 48-602(1).

9 629. JPMS is engaged in “trade” or “commerce” under Idaho Code § 48-
10 602(2).

11 630. JPMS hair-care products are “goods” under Idaho Code § 48-602(6).

12 631. The Idaho CPA makes “unfair methods of competition and unfair or
13 deceptive acts or practices in the conduct of any trade or commerce . . . unlawful,”
14 including:
15

- 16 a. “Causing likelihood of confusion or of misunderstanding as to the
17 source, sponsorship, approval, or certification of goods or services”;
18 b. “Representing that goods or services have sponsorship, approval,
19 characteristics, ingredients, uses, benefits, or quantities that they do not
20 have or that a person has a sponsorship, approval, status, affiliation,
21 connection, qualifications or license that he does not have”; and
22 c. “Representing that goods or services are of a particular standard,
23 quality, or grade, or that goods are of a particular style or model, if they
24 are of another.” Idaho Code § 48-603.
25
26
27
28

1 632. JPMS engaged in unfair or deceptive acts or practices that violated the
2 Idaho CPA, as described herein, by representing that its hair-care products are
3 cruelty free and never tested on animals when they are tested on animals, by
4 representing that it is a cruelty-free company and that it never tests on animals when
5 it tested on animals to sell in China, by claiming to have an exemption from animal
6 testing in China that it did not have, and by advertising its hair-care products as not
7 tested on animals and cruelty free with the intent to sell hair-care products that had
8 been tested on animals.
9

10 633. JPMS's actions occurred in the sale of goods to Idaho Plaintiffs and the
11 Idaho Class.
12

13 634. JPMS's misrepresentations that JPMS's hair-care products had never
14 been tested on animals and were cruelty free, and that it has never tested on animals
15 and is a cruelty-free company as set forth, were material and likely to deceive a
16 reasonable consumer.
17

18 635. In purchasing JPMS products, Idaho Plaintiffs and the Idaho Class
19 relied on the misrepresentations of JPMS regarding its stance against animal testing
20 and that its products were never tested on animals. JPMS's representations turned out
21 not to be true because it tested on animals to sell its products in China.
22

23 636. Had Idaho Plaintiffs and the other Idaho Class members known they
24 would not receive products that had never been animal tested or that they were
25 purchasing from a company that tests on animals, they would not have purchased
26 JPMS's hair-care products and/or paid as much for them.
27
28

1 651. JPMS, Illinois Plaintiffs, and the Illinois Class are all “persons” under
2 815 Ill. Comp. Stat. 505/1 and 815 Ill. Comp. Stat. 510/1.

3 652. Illinois Plaintiffs and the Illinois Class are all “consumers” under 815
4 Ill. Comp. Stat. 505/1.

5 653. JPMS is engaged in “trade” or “commerce” under 815 Ill. Comp. Stat.
6 505/1.

7 654. The Illinois DPA makes “unfair or deceptive acts or practices, including
8 but not limited to the use or employment of any deception, fraud, false pretense, false
9 promise, misrepresentation or the concealment, suppression or omission of any
10 material fact, with intent that others rely upon the concealment, suppression or
11 omission of such material fact, or the use or employment of any practice described in
12 Section 2 of the ‘Uniform Deceptive Trade Practices Act’, approved August 5, 1965,
13 in the conduct of any trade or commerce . . . unlawful whether any person has in fact
14 been misled, deceived or damaged.” 815 Ill. Comp. Stat. 505/2.

15 655. Unfair trade practices under the Illinois DTPA, include:

- 16
- 17 a. Causing “likelihood of confusion or of misunderstanding as to the
18 source, sponsorship, approval, or certification of goods or services;”
 - 19 b. Representing “that goods or services have sponsorship, approval,
20 characteristics, ingredients, uses, benefits, or quantities that they do not
21 have or that a person has a sponsorship, approval, status, affiliation, or
22 connection that he or she does not have;”
 - 23 c. Representing “that goods or services are of a particular standard,
24 quality, or grade or that goods are a particular style or model, if they are
25 of another;” and
26
27
28

1 d. Engaging “in any other conduct which similarly creates a likelihood of
2 confusion or misunderstanding.” 815 Ill. Comp. Stat. 510/2(a).

3 656. JPMS engaged in unfair or deceptive acts or practices that violated the
4 Illinois DTPA, as described herein, by representing that its hair-care products are
5 cruelty free and never tested on animals when they are tested on animals, by
6 representing that it is a cruelty-free company and that it never tests on animals when
7 it tested on animals to sell in China, by claiming to have an exemption from animal
8 testing in China that it did not have, and by advertising its hair-care products as not
9 tested on animals and cruelty free with the intent to sell hair-care products that had
10 been tested on animals.
11

12 657. JPMS’s actions occurred in the sale of goods to Illinois Plaintiffs and
13 the Illinois Class.
14

15 658. JPMS’s misrepresentations that JPMS’s hair-care products had never
16 been tested on animals and were cruelty free, and that it has never tested on animals
17 and is a cruelty-free company as set forth, were material and likely to deceive a
18 reasonable consumer.
19

20 659. In purchasing JPMS products, Illinois Plaintiffs and the Illinois Class
21 relied on the misrepresentations of JPMS regarding its stance against animal testing
22 and that its products were never tested on animals. JPMS’s representations turned out
23 not to be true because it tested on animals to sell its products in China.

24 660. Had Illinois Plaintiffs and the other Illinois Class members known they
25 would not receive products that had never been animal tested or that they were
26 purchasing from a company that tests on animals, they would not have purchased
27 JPMS’s hair-care products and/or paid as much for them.
28

1 661. Illinois Plaintiffs suffered ascertainable loss caused by JPMS’s
2 misrepresentations and its concealment of and failure to disclose the use of animal
3 testing as a company and on its products.

4 662. Under 815 Ill. Comp. Stat. 505/10a, Illinois Plaintiffs, individually and
5 on behalf of the other Illinois Class members, seek actual damages against JPMS for
6 the harm caused by JPMS’s violations of the Illinois DTPA as alleged herein.

7 663. Illinois Plaintiffs, individually and on behalf of the other Illinois Class
8 members, seek punitive damages against Defendant under 815 Ill. Comp. Stat.
9 505/10a because JPMS recklessly disregarded the rights of Illinois Plaintiffs and the
10 Illinois Class. JPMS intentionally and willfully misrepresented material facts that
11 only it knew, specifically that it performed no animal testing and its products were
12 cruelty free.

13 664. Illinois Plaintiffs, individually and on behalf of the other Illinois Class
14 members, seek costs of court, attorneys’ fees under 815 Ill. Comp. Stat. 505/10a and
15 815 Ill. Comp. Stat. 510/3, and any other just and proper relief available under the
16 Illinois DTPA.

17
18
19
20 **I. Indiana Causes of Action Alleged by Plaintiff Kathryn Kessinger**
21 **(“Indiana Plaintiff”)**

22 **COUNT I**
23 **BREACH OF EXPRESS WARRANTY UNDER THE INDIANA**
24 **UNIFORM COMMERCIAL CODE**

25 665. Indiana Plaintiff realleges and incorporates by reference the allegations
26 in the preceding paragraphs.

27 666. JPMS sells hair-care products, which qualify as goods under the Indiana
28 Uniform Commercial Code. Ind. Code § 26-1-2-105.

1 675. JPMS, Indiana Plaintiff, and the Indiana Class are all “persons” under
2 Ind. Code § 24-5-0.5-2(a)(2).

3 676. Indiana Plaintiff and the Indiana Class engaged in a “consumer
4 transaction” with JPMS under Ind. Code § 24-5-0.5-2(a)(1).

5 677. JPMS is a “supplier” under Ind. Code § 24-5-0.5-2(a)(3).

6 678. JPMS hair-care products are the “subject of a consumer transaction”
7 under Ind. Code § 24-5-0.5-2(a)(4).

8 679. The Indiana DCSA makes it unlawful for a “supplier” to “commit an
9 unfair, abusive, or deceptive act, omission, or practice in connection with a consumer
10 transaction . . . [which] includes both implicit and explicit misrepresentations.” Ind.
11 Code § 24-5-0.5-3(a).

12 680. Deceptive acts under Indiana Code § 24-5-0.5-3(b), include:

- 13 a. “That such subject of a consumer transaction has sponsorship, approval,
14 performance, characteristics, accessories, uses, or benefits it does not
15 have which the supplier knows or should reasonably know it does not
16 have”; and
17 b. “That such subject of a consumer transaction is of a particular standard,
18 quality, grade, style, or model, if it is not and if the supplier knows or
19 should reasonably know that it is not.”
20

21 681. JPMS engaged in unfair or deceptive acts or practices that violated the
22 Indiana DCSA, as described herein, by representing that its hair-care products are
23 cruelty free and never tested on animals when they are tested on animals, by
24 representing that it is a cruelty-free company and that it never tests on animals when
25 it tested on animals to sell in China, by claiming to have an exemption from animal
26
27
28

1 testing in China that it did not have, and by advertising its hair-care products as not
2 tested on animals and cruelty free with the intent to sell hair-care products that had
3 been tested on animals.

4 682. JPMS's actions occurred in the sale of goods to Indiana Plaintiff and the
5 Indiana Class.

6 683. JPMS's misrepresentations that JPMS's hair-care products had never
7 been tested on animals and were cruelty free, and that it has never tested on animals
8 and is a cruelty-free company as set forth, were material and likely to deceive a
9 reasonable consumer.

10 684. In purchasing JPMS products, Indiana Plaintiff and the Indiana Class
11 relied on the misrepresentations of JPMS regarding its stance against animal testing
12 and that its products were never tested on animals. JPMS's representations turned out
13 not to be true because it tested on animals to sell its products in China.

14 685. Had Indiana Plaintiff and the other Indiana Class members known they
15 would not receive products that had never been animal tested or that they were
16 purchasing from a company that tests on animals, they would not have purchased
17 JPMS's hair-care products and/or paid as much for them.

18 686. Indiana Plaintiff suffered ascertainable loss caused by JPMS's
19 misrepresentations and its concealment of and failure to disclose the use of animal
20 testing as a company and on its products.

21 687. Under Ind. Code § 24-5-0.5-4(a), Indiana Plaintiff, individually and on
22 behalf of the other Indiana Class members, seeks the greater of actual damages or
23 \$500 against JPMS for the harm caused by JPMS's violations of the Indiana DCSA
24 as alleged herein.

1 694. Under the Massachusetts CPA “Unfair methods of competition and
2 unfair or deceptive acts or practices in the conduct of any trade or commerce are
3 hereby declared unlawful.” Mass. Gen. Laws ch. 93A, § 2.

4 695. JPMS engaged in unfair or deceptive acts or practices that violated the
5 Massachusetts CPA, as described herein, by representing that its hair-care products
6 are cruelty free and never tested on animals when they are tested on animals, by
7 representing that it is a cruelty-free company and that it never tests on animals when
8 it tested on animals to sell in China, by claiming to have an exemption from animal
9 testing in China that it did not have, and by advertising its hair-care products as not
10 tested on animals and cruelty free with the intent to sell hair-care products that had
11 been tested on animals.
12

13 696. JPMS’s misrepresentations that JPMS’s hair-care products had never
14 been tested on animals and were cruelty free, and that it has never tested on animals
15 and is a cruelty-free company as set forth, were material and likely to deceive a
16 reasonable consumer.
17

18 697. In purchasing JPMS products, Massachusetts Plaintiffs and the
19 Massachusetts Class relied on the misrepresentations of JPMS regarding its stance
20 against animal testing and that its products were never tested on animals. JPMS’s
21 representations turned out not to be true because it tested on animals to sell its
22 products in China.
23

24 698. Had Massachusetts Plaintiffs and the other Massachusetts Class
25 members known they would not receive products that had never been animal tested
26 or that they were purchasing from a company that tests on animals, they would not
27 have purchased JPMS’s hair-care products and/or paid as much for them.
28

1 699. Massachusetts Plaintiffs suffered ascertainable loss caused by JPMS's
2 misrepresentations and its concealment of and failure to disclose the use of animal
3 testing as a company and on its products.

4 700. Massachusetts Plaintiffs, individually and on behalf of the other
5 Massachusetts Class members, seek the greater of actual damages or \$25 for the
6 harm caused by JPMS's violations of the Massachusetts CPA as alleged herein.
7
8 Mass. Gen. Laws ch. 93A, § 9.

9 701. Massachusetts Plaintiffs, individually and on behalf of the other
10 Massachusetts Class members, seek treble damages against JPMS under the
11 Massachusetts CPA because JPMS's conduct was willful and knowing as alleged
12 herein. JPMS knowingly and willfully misrepresented material facts that only it
13 knew, specifically that it performed no animal testing and its products were cruelty
14 free. Mass. Gen. Laws ch. 93A, § 9.

15 702. Massachusetts Plaintiffs, individually and on behalf of the other
16 Massachusetts Class members, seek costs of court, attorneys' fees under Mass. Gen.
17 Laws ch. 93A, § 9, and any other just and proper relief available under the
18 Massachusetts CPA.
19
20

21 703. Massachusetts Plaintiffs, for themselves and as representatives of the
22 Massachusetts Class, sent a notice and demand over thirty days before bringing suit,
23 as specified by Mass. Gen. Laws ch. 93A, § 9.
24
25
26
27
28

1 **K. Michigan Causes of Action Alleged by Plaintiff Lauren Carr (“Michigan**
2 **Plaintiff”)**

3 **COUNT I**
4 **BREACH OF EXPRESS WARRANTY UNDER THE MICHIGAN**
5 **UNIFORM COMMERCIAL CODE**

6 704. Michigan Plaintiff realleges and incorporates by reference the
7 allegations in the preceding paragraphs.

8 705. JPMS sells hair-care products, which qualify as goods under the
9 Uniform Commercial Code. Mich. Comp. Laws § 440.2105.

10 706. Michigan Plaintiff and the Michigan Class purchased various JPMS
11 hair-care products during the applicable Class period.

12 707. In connection with the sale of goods, including through representations
13 on the products themselves, JPMS expressly warranted that its hair-care products
14 were not tested on animals and were cruelty free. Mich. Comp. Laws § 440.2313.

15 708. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly warranted that it did not test on animals
17 and/or that it was a cruelty-free company.

18 709. JPMS’s representations were part of the basis of the bargain with
19 Michigan Plaintiff and the Michigan Class.

20 710. JPMS breached its express warranty by conducting animal tests in
21 China in order to register and sell its products there.

22 711. Michigan Plaintiff notified JPMS of the nonconformities in the hair-care
23 products on December 8, 2025, which was a reasonable time after Michigan Plaintiff
24 discovered the breach. Mich. Comp. Laws § 440.2607.
25
26
27
28

1 717. JPMS engaged in unfair or deceptive acts or practices that violated the
2 Michigan CPA, as described herein, by representing that its hair-care products are
3 cruelty free and never tested on animals when they are tested on animals, by
4 representing that it is a cruelty-free company and that it never tests on animals when
5 it tested on animals to sell in China, by claiming to have an exemption from animal
6 testing in China that it did not have, and by advertising its hair-care products as not
7 tested on animals and cruelty free with the intent to sell hair-care products that had
8 been tested on animals.
9

10 718. JPMS's actions occurred in the sale of goods to Michigan Plaintiff and
11 the Michigan Class.
12

13 719. JPMS's misrepresentations that JPMS's hair-care products had never
14 been tested on animals and were cruelty free, and that it has never tested on animals
15 and is a cruelty-free company as set forth, were material and likely to deceive a
16 reasonable consumer.
17

18 720. In purchasing JPMS products, Michigan Plaintiff and the Michigan
19 Class relied on the misrepresentations of JPMS regarding its stance against animal
20 testing and that its products were never tested on animals. JPMS's representations
21 turned out not to be true because it tested on animals to sell its products in China.
22

23 721. Had Michigan Plaintiff and the other Michigan Class members known
24 they would not receive products that had never been animal tested or that they were
25 purchasing from a company that tests on animals, they would not have purchased
26 JPMS's hair-care products and/or paid as much for them.
27
28

1 722. Michigan Plaintiff suffered ascertainable loss caused by JPMS’s
2 misrepresentations and its concealment of and failure to disclose the use of animal
3 testing as a company and on its products.

4 723. Michigan Plaintiff, individually and on behalf of the other Michigan
5 Class members, seeks actual damages against JPMS for the harm caused by JPMS’s
6 violations of the Michigan CPA as alleged herein. Mich. Comp. Laws § 445.911.

7 724. Michigan Plaintiff, individually and on behalf of the other Michigan
8 Class members, seeks costs and attorneys’ fees, and any other such appropriate relief
9 available under the Michigan CPA. Mich. Comp. Laws § 445.911.

10
11 **L. Minnesota Causes of Action Alleged by Plaintiff Kim Davis (“Minnesota**
12 **Plaintiff”)**

13
14 **COUNT I**
15 **BREACH OF EXPRESS WARRANTY UNDER THE MINNESOTA**
16 **UNIFORM COMMERCIAL CODE**

17 725. Minnesota Plaintiff realleges and incorporates by reference the
18 allegations in the preceding paragraphs.

19 726. JPMS sells hair-care products, which qualify as goods under the
20 Minnesota Uniform Commercial Code. Minn. Stat. § 336.2-105.

21 727. Minnesota Plaintiff and the Minnesota Class purchased various JPMS
22 hair-care products during the applicable Class period.

23 728. In connection with the sale of goods, including through representations
24 on the products themselves, JPMS expressly warranted that its hair-care products
25 were not tested on animals and were cruelty free. Minn. Stat. § 336.2-313.

1 737. The Minnesota UTPA provides that “the trade practices defined and
2 prohibited by sections 325D.09 to 325D.16 . . . mislead consumers as to the quality,
3 ingredients and origin of merchandise purchased . . . and that they constitute unfair
4 and fraudulent competition and unsound and uneconomic methods of distribution.”
5 Minn. Stat. § 325D.09.
6

7 738. Minnesota Statute §325D.13 provides: “No person shall, in connection
8 with the sale of merchandise, knowingly misrepresent, directly or indirectly, the true
9 quality, ingredients or origin of such merchandise.”

10 739. JPMS engaged in unlawful practices that violated the Minnesota UTPA,
11 as described herein, by representing that its hair-care products are cruelty free and
12 never tested on animals when they are tested on animals, by representing that it is a
13 cruelty-free company and that it never tests on animals when it tested on animals to
14 sell in China, by claiming to have an exemption from animal testing in China that it
15 did not have, and by advertising its hair-care products as not tested on animals and
16 cruelty free with the intent to sell hair-care products that had been tested on animals.
17

18 740. JPMS’s actions occurred in the sale of goods to Minnesota Plaintiff and
19 the Minnesota Class.
20

21 741. JPMS’s misrepresentations that JPMS’s hair-care products had never
22 been tested on animals and were cruelty free, and that it has never tested on animals
23 and is a cruelty-free company as set forth, were material and likely to deceive a
24 reasonable consumer.
25

26 742. In purchasing JPMS products, Minnesota Plaintiff and the Minnesota
27 Class relied on the misrepresentations of JPMS regarding its stance against animal
28

1 testing and that its products were never tested on animals. JPMS’s representations
2 turned out not to be true because it tested on animals to sell its products in China.

3 743. Had Minnesota Plaintiff and the other Minnesota Class members known
4 they would not receive products that had never been animal tested or that they were
5 purchasing from a company that tests on animals, they would not have purchased
6 JPMS’s hair-care products and/or paid as much for them.

8 744. Minnesota Plaintiff suffered ascertainable loss caused by JPMS’s
9 misrepresentations and its concealment of and failure to disclose the use of animal
10 testing as a company and on its products.

11 745. Minnesota Plaintiff, individually and on behalf of the other Minnesota
12 Class members, seeks actual damages against JPMS for the harm caused by JPMS’s
13 violations of the Minnesota UTPA as alleged herein. Minn. Stat. § 325D.15.

15 **M. Nevada Causes of Action Alleged by Plaintiffs Hannah Howell and Susan**
16 **Veach (“Nevada Plaintiffs”)**

17 **COUNT I**
18 **BREACH OF EXPRESS WARRANTY UNDER THE NEVADA**
19 **UNIFORM COMMERCIAL CODE**

20 746. Nevada Plaintiffs reallege and incorporate by reference the allegations
21 in the preceding paragraphs.

22 747. JPMS sells hair-care products, which qualify as goods under the
23 Uniform Commercial Code. Nev. Rev. Stat. § 104.2105.

24 748. Nevada Plaintiffs and the Nevada Class purchased various JPMS hair-
25 care products during the applicable class period.

- 1 b. “Knowingly makes a false representation as to the characteristics,
2 ingredients, uses, benefits, alterations or quantities of goods or services
3 for sale or lease or a false representation as to the sponsorship, approval,
4 status, affiliation or connection of a person therewith”; and
5
- 6 c. “Represents that goods or services for sale or lease are of a particular
7 standard, quality or grade, or that such goods are of a particular style or
8 model, if he or she knows or should know that they are of another
9 standard, quality, grade, style or model.”

10 756. JPMS engaged in unfair or deceptive acts or practices that violated the
11 Nevada DTPA, as described herein, by representing that its hair-care products are
12 cruelty free and never tested on animals when they are tested on animals, by
13 representing that it is a cruelty-free company and that it never tests on animals when
14 it tested on animals to sell in China, by claiming to have an exemption from animal
15 testing in China that it did not have, and by advertising its hair-care products as not
16 tested on animals and cruelty free with the intent to sell hair-care products that had
17 been tested on animals.
18

19 757. JPMS’s misrepresentations that JPMS’s hair-care products had never
20 been tested on animals and were cruelty free, and that it has never tested on animals
21 and is a cruelty-free company as set forth, were material and likely to deceive a
22 reasonable consumer.
23

24 758. In purchasing JPMS products, Nevada Plaintiffs and the Nevada Class
25 relied on the misrepresentations of JPMS regarding its stance against animal testing
26 and that its products were never tested on animals. JPMS’s representations turned out
27 not to be true because it tested on animals to sell its products in China.
28

1 759. Had Nevada Plaintiffs and the other Nevada Class members known they
2 would not receive products that had never been animal tested or that they were
3 purchasing from a company that tests on animals, they would not have purchased
4 JPMS's hair-care products and/or paid as much for them.
5

6 760. Nevada Plaintiffs and the Nevada Class suffered ascertainable loss
7 caused by JPMS's misrepresentations and its concealment of and failure to disclose
8 the use of animal testing as a company and on its products.

9 761. Nevada Plaintiffs, individually and on behalf of the other Nevada Class
10 members, seek actual damages, costs of court, attorneys' fees, and any other just and
11 proper relief available under the Nevada DTPA. Nevada Revised Statute § 41.600.
12

13 **N. New Hampshire Causes of Action Alleged by Plaintiff Kimberly**
14 **Weatherbee ("New Hampshire Plaintiff")**

15 **COUNT I**
16 **BREACH OF EXPRESS WARRANTY UNDER THE NEW HAMPSHIRE**
17 **UNIFORM COMMERCIAL CODE**

18 762. New Hampshire Plaintiff realleges and incorporates by reference the
19 allegations in the preceding paragraphs.

20 763. JPMS sells hair-care products, which qualify as goods under the New
21 Hampshire Uniform Commercial Code. N.H. Rev. Stat. § 382-A:2-105.

22 764. New Hampshire Plaintiff and the New Hampshire Class purchased
23 various JPMS hair-care products during the applicable Class period.

24 765. In connection with the sale of goods, including through representations
25 on the products themselves, JPMS expressly warranted that its hair-care products
26 were not tested on animals and were cruelty free. N.H. Rev. Stat. § 382-A:2-313.
27
28

1 774. JPMS hair-care products are “trade” and “commerce” under N.H. Rev.
2 Stat. § 358-A:1.

3 775. The New Hampshire CPA makes it “unlawful for any person to use any
4 unfair method of competition or any unfair or deceptive act or practice in the conduct
5 of any trade or commerce within this state.” N.H. Rev. Stat. § 358-A:2.

6 776. Deceptive acts under the New Hampshire CPA include:

- 7
- 8 a. “Causing likelihood of confusion or of misunderstanding as to the
9 source, sponsorship, approval, or certification of goods or services”;
 - 10 b. “Causing likelihood of confusion or of misunderstanding as to
11 affiliation, connection or association with, or certification by, another”;
12 and
 - 13 c. “Representing that goods or services are of a particular standard,
14 quality, or grade, or that goods are of a particular style or model, if they
15 are of another.” N.H. Rev. Stat. § 358-A:2.
- 16

17 777. JPMS engaged in unfair or deceptive acts or practices that violated the
18 New Hampshire CPA, as described herein, by representing that its hair-care products
19 are cruelty free and never tested on animals when they are tested on animals, by
20 representing that it is a cruelty-free company and that it never tests on animals when
21 it tested on animals to sell in China, by claiming to have an exemption from animal
22 testing in China that it did not have, and by advertising its hair-care products as not
23 tested on animals and cruelty free with the intent to sell hair-care products that had
24 been tested on animals.
25

26 778. JPMS’s actions occurred in the sale of goods to New Hampshire
27 Plaintiff and the New Hampshire Class.
28

1 779. JPMS’s misrepresentations that JPMS’s hair-care products had never
2 been tested on animals and were cruelty free, and that it has never tested on animals
3 and is a cruelty-free company as set forth, were material and likely to deceive a
4 reasonable consumer.
5

6 780. In purchasing JPMS products, New Hampshire Plaintiff and the New
7 Hampshire Class relied on the misrepresentations of JPMS regarding its stance
8 against animal testing and that its products were never tested on animals. JPMS’s
9 representations turned out not to be true because it tested on animals to sell its
10 products in China.
11

12 781. Had New Hampshire Plaintiff and the other New Hampshire Class
13 members known they would not receive products that had never been animal tested
14 or that they were purchasing from a company that tests on animals, they would not
15 have purchased JPMS’s hair-care products and/or paid as much for them.
16

17 782. New Hampshire Plaintiff suffered ascertainable loss caused by JPMS’s
18 misrepresentations and its concealment of and failure to disclose the use of animal
19 testing as a company and on its products.
20

21 783. New Hampshire Plaintiff, individually and on behalf of the other New
22 Hampshire Class members, seeks the greater of actual damages or \$1,000 for the
23 harm caused by JPMS’s violations of the New Hampshire CPA as alleged herein.
24 N.H. Rev. Stat. §§ 358-A:10, 358-A:10-a.
25

26 784. New Hampshire Plaintiff, individually and on behalf of the other New
27 Hampshire Class members, seeks between double and treble damages under the New
28 Hampshire CPA, because JPMS knowingly and willfully misrepresented material

1 facts that only it knew, specifically that it performed no animal testing and its
2 products were cruelty free. N.H. Rev. Stat. Ann§§ 358-A:10, 358-A:10-a.

3 785. New Hampshire Plaintiff, individually and on behalf of the other New
4 Hampshire Class members, seeks costs of court and attorneys' fees under New
5 Hampshire Revised Statute §§ 358-A:10, 358-A:10-a, and any other just and proper
6 relief available under the New Hampshire CPA.
7

8 **O. New Jersey Causes of Action Alleged by Plaintiff Gayanna Lynne Rule**
9 **("New Jersey Plaintiff")**

10 **COUNT I**
11 **BREACH OF EXPRESS WARRANTY UNDER THE NEW JERSEY**
12 **UNIFORM COMMERCIAL CODE**

13 786. New Jersey Plaintiff realleges and incorporates by reference the
14 allegations in the preceding paragraphs.

15 787. JPMS sells hair-care products, which qualify as goods under the New
16 Jersey Uniform Commercial Code. N.J. Rev. Stat. § 12A:2-105.

17 788. New Jersey Plaintiff and the New Jersey Class purchased various JPMS
18 hair-care products during the applicable Class period.

19 789. In connection with the sale of goods, including through representations
20 on the products themselves, JPMS expressly warranted that its hair-care products
21 were not tested on animals and were cruelty free. N.J. Rev. Stat. § 12A:2-313.
22

23 790. In connection with the sale of goods, including through representations
24 on the products themselves, JPMS expressly warranted that it did not test on animals
25 and/or that it was a cruelty-free company. *Id.*

26 791. JPMS's representations were part of the basis of the bargain with New
27 Jersey Plaintiff and the New Jersey Class.
28

1 792. JPMS breached its express warranty by conducting animal tests in
2 China in order to register and sell its products there.

3 793. New Jersey Plaintiff notified JPMS of the nonconformities in the hair-
4 care products on December 8, 2025, which was a reasonable time after New Jersey
5 Plaintiff discovered the breach. N.J. Rev. Stat. § 12A:2-607.
6

7 794. Because of JPMS’s breach of its express warranty, New Jersey Plaintiff
8 and the New Jersey Class have suffered damages valued at the difference between
9 the value of a hair-care product they received and the value of the hair-care product
10 they were promised, in an amount to be proven at trial. N.J. Rev. Stat. § 12A:2-714.
11

12 **COUNT II**
13 **NEW JERSEY UNFAIR TRADE PRACTICES ACT**
14 **(“New Jersey UTPA”)**

15 795. New Jersey Plaintiff realleges and incorporates by reference the
16 allegations in the preceding paragraphs.

17 796. JPMS, New Jersey Plaintiff, and the New Jersey Class are all “persons”
18 under N.J. Rev. Stat. § 56:8-1(d).

19 797. JPMS hair-care products are “merchandise” under Rev. N.J. Stat. §
20 56:8-1(c).

21 798. JPMS is engaged in the “advertisement” and “sale” of merchandise
22 under N.J. Rev. Stat. § 56:8-1(a), (e).

23 799. The New Jersey UTPA provides: “The act, use or employment by any
24 person of any commercial practice that is unconscionable or abusive, deception,
25 fraud, false pretense, false promise, misrepresentation, or the knowing, concealment,
26 suppression, or omission of any material fact with intent that others rely upon such
27
28

1 concealment, suppression or omission, in connection with the sale or advertisement
2 of any merchandise or real estate, or with the subsequent performance of such person
3 as aforesaid, whether or not any person has in fact been misled, deceived or damaged
4 thereby, is declared to be an unlawful practice.” N.J. Rev. Stat. § 56:8-2.
5

6 800. JPMS engaged in unfair or deceptive acts or practices that violated the
7 New Jersey UTPA, as described herein, by representing that its hair-care products
8 are cruelty free and never tested on animals when they are tested on animals, by
9 representing that it is a cruelty-free company and that it never tests on animals when
10 it tested on animals to sell in China, by claiming to have an exemption from animal
11 testing in China that it did not have, and by advertising its hair-care products as not
12 tested on animals and cruelty free with the intent to sell hair-care products that had
13 been tested on animals.
14

15 801. JPMS’s actions occurred in the advertising and sale of merchandise to
16 New Jersey Plaintiff and the New Jersey Class.

17 802. JPMS’s misrepresentations that JPMS’s hair-care products had never
18 been tested on animals and were cruelty free, and that it has never tested on animals
19 and is a cruelty-free company as set forth, were material and likely to deceive a
20 reasonable consumer.
21

22 803. In purchasing JPMS products, New Jersey Plaintiff and the New Jersey
23 Class relied on the misrepresentations of JPMS regarding its stance against animal
24 testing and that its products were never tested on animals. JPMS’s representations
25 turned out not to be true because it tested on animals to sell its products in China.
26

27 804. Had New Jersey Plaintiff and the other New Jersey Class members
28 known they would not receive products that had never been animal tested or that

1 they were purchasing from a company that tests on animals, they would not have
2 purchased JPMS's hair-care products and/or paid as much for them.

3 805. New Jersey Plaintiff suffered ascertainable loss caused by JPMS's
4 misrepresentations and its concealment of and failure to disclose the use of animal
5 testing as a company and on its products.
6

7 806. Under the New Jersey UTPA, New Jersey Plaintiff, individually and on
8 behalf of the other New Jersey Class members, seeks a refund of all monies that
9 JPMS acquired through its unlawful practices as alleged herein. N.J. Rev. Stat. §§
10 56:8-2.11, 56:8-2.12.

11 807. New Jersey Plaintiff, individually and on behalf of the other New Jersey
12 Class members, seek treble damages, seek costs of court, and attorneys' fees under
13 N.J. Rev. Stat. § 56:8-19, and any other just and proper relief available under the
14 New Jersey UTPA.
15

16 **P. North Carolina Causes of Action Alleged by Plaintiff Kristy Creech**
17 **("North Carolina Plaintiff")**

18 **COUNT I**
19 **BREACH OF EXPRESS WARRANTY UNDER THE NORTH CAROLINA**
20 **UNIFORM COMMERCIAL CODE**

21 808. North Carolina Plaintiff realleges and incorporates by reference the
22 allegations in the preceding paragraphs.

23 809. JPMS sells hair-care products, which qualify as goods under the North
24 Carolina Uniform Commercial Code. N.C. Gen. Stat. § 25-2-105.

25 810. North Carolina Plaintiff and the North Carolina Class purchased
26 various JPMS hair-care products during the applicable Class period.
27
28

1 819. The North Carolina UDPA makes “[u]nfair methods of competition in
2 or affecting commerce, and unfair or deceptive acts or practices in or affecting
3 commerce . . . unlawful.” N.C. Gen. Stat. § 75-1.1(a).

4 820. JPMS engaged in unfair or deceptive acts or practices that violated the
5 North Carolina UDPA, as described herein, by representing that its hair-care
6 products are cruelty free and never tested on animals when they are tested on
7 animals, by representing that it is a cruelty-free company and that it never tests on
8 animals when it tested on animals to sell in China, by claiming to have an exemption
9 from animal testing in China that it did not have, and by advertising its hair-care
10 products as not tested on animals and cruelty free with the intent to sell hair-care
11 products that had been tested on animals.

12 821. JPMS’s misrepresentations that JPMS’s hair-care products had never
13 been tested on animals and were cruelty free, and that it has never tested on animals
14 and is a cruelty-free company as set forth, were material and likely to deceive a
15 reasonable consumer.

16 822. In purchasing JPMS products, North Carolina Plaintiff and the North
17 Carolina Class relied on the misrepresentations of JPMS regarding its stance against
18 animal testing and that its products were never tested on animals. JPMS’s
19 representations turned out not to be true because it tested on animals to sell its
20 products in China.

21 823. Had North Carolina Plaintiff and the other North Carolina Class
22 members known they would not receive products that had never been animal tested
23 or that they were purchasing from a company that tests on animals, they would not
24 have purchased JPMS’s hair-care products and/or paid as much for them.

1 824. North Carolina Plaintiff suffered ascertainable loss caused by JPMS’s
2 misrepresentations and its concealment of and failure to disclose the use of animal
3 testing as a company and on its products.

4 825. North Carolina Plaintiff, individually and on behalf of the other North
5 Carolina Class members, seeks treble actual damages for the harm caused by JPMS’s
6 violations of the North Carolina UDPA as alleged herein. N.C. Gen. Stat. § 75-16.
7

8 826. North Carolina Plaintiff, individually and on behalf of the other North
9 Carolina Class members, seeks the costs of court and attorneys’ fees under N.C. Gen.
10 Stat. § 75-16.1, because JPMS’s conduct was willful or there has been an
11 unwarranted refusal to resolve the matter.
12

13 **Q. Ohio Causes of Action Alleged by Plaintiff Gayanna Lynne Rule (“Ohio
14 Plaintiff”)**

15 **COUNT I**
16 **BREACH OF EXPRESS WARRANTY UNDER THE OHIO
17 UNIFORM COMMERCIAL CODE**

18 827. Ohio Plaintiff realleges and incorporates by reference the allegations in
19 the preceding paragraphs.

20 828. JPMS sells hair-care products, which qualify as goods under the Ohio
21 Uniform Commercial Code Ohio Rev. Code § 1302.01.

22 829. Ohio Plaintiff and the Ohio Class purchased various JPMS hair-care
23 products during the applicable Class period.

24 830. In connection with the sale of goods, including through representations
25 on the products themselves, JPMS expressly warranted that its hair-care products
26 were not tested on animals and were cruelty free. Ohio Rev. Code § 1302.26.
27
28

1 840. The Ohio CSPA provides that “[n]o supplier shall commit an unfair or
2 deceptive act or practice in connection with a consumer transaction. Such an unfair
3 or deceptive act or practice by a supplier violates this section whether it occurs
4 before, during, or after the transaction.” Ohio Rev. Code § 1345.02(A).

5 841. Deceptive acts under the Ohio CSPA include:

- 6 a. “That the subject of a consumer transaction has sponsorship, approval,
7 performance characteristics, accessories, uses, or benefits that it does
8 not have”;
- 9 b. “That the subject of a consumer transaction is of a particular standard,
10 quality, grade, style, prescription, or model, if it is not”; and
- 11 c. “That the supplier has a sponsorship, approval, or affiliation that the
12 supplier does not have.” Ohio Rev. Code § 1345.02(B).

13 842. JPMS engaged in unfair or deceptive acts or practices that violated the
14 Ohio CSPA, as described herein, by representing that its hair-care products are
15 cruelty free and never tested on animals when they are tested on animals, by
16 representing that it is a cruelty-free company and that it never tests on animals when
17 it tested on animals to sell in China, by claiming to have an exemption from animal
18 testing in China that it did not have, and by advertising its hair-care products as not
19 tested on animals and cruelty free with the intent to sell hair-care products that had
20 been tested on animals.

21 843. JPMS’s actions occurred in the sale of goods to Ohio Plaintiff and the
22 Ohio Class.

23 844. JPMS’s misrepresentations that JPMS’s hair-care products had never
24 been tested on animals and were cruelty free, and that it has never tested on animals
25

1 and is a cruelty-free company as set forth, were material and likely to deceive a
2 reasonable consumer.

3 845. In purchasing JPMS products, Ohio Plaintiff and the Ohio Class relied
4 on the misrepresentations of JPMS regarding its stance against animal testing and
5 that its products were never tested on animals. JPMS's representations turned out not
6 to be true because it tested on animals to sell its products in China.
7

8 846. Had Ohio Plaintiff and the other Ohio Class members known they
9 would not receive products that had never been animal tested or that they were
10 purchasing from a company that tests on animals, they would not have purchased
11 JPMS's hair-care products and/or paid as much for them.
12

13 847. Ohio Plaintiff suffered ascertainable loss caused by JPMS's
14 misrepresentations and its concealment of and failure to disclose the use of animal
15 testing as a company and on its products.

16 848. Ohio Plaintiff, individually and on behalf of the other Ohio Class
17 members, seeks actual damages for the harm caused by JPMS's violations of the
18 Ohio CSPA as alleged herein. Ohio Rev. Code § 1345.09.
19

20 849. Ohio Plaintiff, individually and on behalf of the other Ohio Class
21 members, seeks attorneys' fees under Ohio Rev. Code § 1345.09, as JPMS
22 knowingly violated the Ohio CSPA, and any other just and proper relief available
23 under the Ohio CSPA.
24
25
26
27
28

1 **R. Oklahoma Causes of Action Alleged by Plaintiff Terasa Rowe**
2 **(“Oklahoma Plaintiff”)**

3 **COUNT I**
4 **OKLAHOMA CONSUMER PROTECTION ACT (“Oklahoma CPA”)**

5 850. Oklahoma Plaintiff realleges and incorporates by reference the
6 allegations in the preceding paragraphs.

7 851. JPMS, Oklahoma Plaintiff, and the Oklahoma Class members are all
8 “persons” under Okla. Stat. tit. 15, § 752.

9 852. Oklahoma Plaintiff and the Oklahoma Class entered into a “consumer
10 transaction” with JPMS under Okla. Stat. tit. 15, § 752.

11 853. Under the Oklahoma CPA, a “person engages in a practice which is
12 declared to be unlawful under the Oklahoma Consumer Protection Act when, in the
13 course of the persons business, the person”:

- 14
- 15 a. “Makes a false or misleading representation, knowingly or with reason
16 to know, as to the source, sponsorship, approval, or certification of the
17 subject of a consumer transaction”;
 - 18 b. “Makes a false representation, knowingly or with reason to know, as to
19 the characteristics, ingredients, uses, benefits, alterations, or quantities
20 of the subject of a consumer transaction or a false representation as to
21 the sponsorship, approval, status, affiliation or connection of a person
22 therewith”; and
 - 23 c. “Represents, knowingly or with reason to know, that the subject of a
24 consumer transaction is of a particular standard, style or model, if it is
25 of another.” Okla. Stat. tit. 15, § 753.
26
27
28

1 854. JPMS engaged in unfair or deceptive acts or practices that violated the
2 Oklahoma CPA, as described herein, by representing that its hair-care products are
3 cruelty free and never tested on animals when they are tested on animals, by
4 representing that it is a cruelty-free company and that it never tests on animals when
5 it tested on animals to sell in China, by claiming to have an exemption from animal
6 testing in China that it did not have, and by advertising its hair-care products as not
7 tested on animals and cruelty free with the intent to sell hair-care products that had
8 been tested on animals.
9

10 855. JPMS's actions occurred in a consumer transaction to Oklahoma
11 Plaintiff and the Oklahoma Class.
12

13 856. JPMS's misrepresentations that JPMS's hair-care products had never
14 been tested on animals and were cruelty free, and that it has never tested on animals
15 and is a cruelty-free company as set forth, were material and likely to deceive a
16 reasonable consumer.
17

18 857. In purchasing JPMS products, Oklahoma Plaintiff and the Oklahoma
19 Class relied on the misrepresentations of JPMS regarding its stance against animal
20 testing and that its products were never tested on animals. JPMS's representations
21 turned out not to be true because it tested on animals to sell its products in China.
22

23 858. Had Oklahoma Plaintiff and the other Oklahoma Class members known
24 they would not receive products that had never been animal tested or that they were
25 purchasing from a company that tests on animals, they would not have purchased
26 JPMS's hair-care products and/or paid as much for them.
27
28

1 859. Oklahoma Plaintiff and the Oklahoma Class suffered ascertainable loss
2 caused by JPMS’s misrepresentations and its concealment of and failure to disclose
3 the use of animal testing as a company and on its products.

4 860. Oklahoma Plaintiff, individually and on behalf of the other Oklahoma
5 Class members, seeks actual damages, costs, and attorneys’ fees under Okla. Stat. tit.
6 15, § 761.1, and any other just and proper relief available under the Oklahoma CPA.

7
8 **S. Oregon Causes of Action Alleged by Plaintiffs Hannah Howell and**
9 **Anthony Francesconi (“Oregon Plaintiffs”)**

10 **COUNT I**
11 **BREACH OF EXPRESS WARRANTY UNDER THE OREGON**
12 **UNIFORM COMMERCIAL CODE**

13 861. Oregon Plaintiffs reallege and incorporate by reference the allegations
14 in the preceding paragraphs.

15 862. JPMS sells hair-care products, which qualify as goods under the Oregon
16 Uniform Commercial Code. Or. Rev. Stat. § 72.1050.

17 863. Oregon Plaintiffs and the Oregon Class purchased various JPMS hair-
18 care products during the applicable Class period.

19 864. In connection with the sale of goods, including through representations
20 on the products themselves, JPMS expressly warranted that its hair-care products
21 were not tested on animals and were cruelty free. Or. Rev. Stat. § 72.3130.

22 865. In connection with the sale of goods, including through representations
23 on the products themselves, JPMS expressly warranted that it did not test on animals
24 and/or that it was a cruelty-free company. *Id.*

25 866. JPMS’s representations were part of the basis of the bargain with
26 Oregon Plaintiffs and the Oregon Class.
27
28

1 867. JPMS breached its express warranty by conducting animal tests in
2 China in order to register and sell its products there.

3 868. Oregon Plaintiffs notified JPMS of the nonconformities in the hair-care
4 products on December 8, 2025, which was a reasonable time after Oregon Plaintiffs
5 discovered the breach. Or. Rev. Stat. § 72.6070.
6

7 869. Because of JPMS’s breach of its express warranty, Oregon Plaintiffs
8 and the Oregon Class have suffered damages valued at the difference between the
9 value of a hair-care product they received and the value of the hair-care product they
10 were promised, in an amount to be proven at trial. Or. Rev. Stat. § 72.7140.
11

12 **COUNT II**
13 **OREGON UNLAWFUL TRADE PRACTICES ACT**
14 **(“Oregon UTPA”)**

15 870. Oregon Plaintiffs reallege and incorporate by reference the allegations
16 in the preceding paragraphs.

17 871. JPMS, Oregon Plaintiffs, and the Oregon Class members are all
18 “persons” under Or. Rev. Stat. § 646.605.

19 872. JPMS hair-care products are “goods” under Or. Rev. Stat. § 646.605.

20 873. Under the Oregon UTPA, “[a] person engages in an unlawful practice if
21 in the course of the person’s business, vocation or occupation the person does any of
22 the following”:

- 23 a. “Causes likelihood of confusion or of misunderstanding as to the
24 source, sponsorship, approval, or certification of real estate, goods or
25 services”;
26
27
28

- 1 b. “Represents that real estate, goods or services have sponsorship,
2 approval, characteristics, ingredients, uses, benefits, quantities or
3 qualities that the real estate, goods or services do not have or that a
4 person has a sponsorship, approval, status, qualification, affiliation, or
5 connection that the person does not have”;
- 6 c. “Represents that real estate, goods or services are of a particular
7 standard, quality, or grade, or that real estate or goods are of a particular
8 style or model, if the real estate, goods or services are of another.” Or.
9 Rev. Stat. § 646.608.
10

11 874. JPMS engaged in unfair or deceptive acts or practices that violated the
12 Oregon UTPA, as described herein, by representing that its hair-care products are
13 cruelty free and never tested on animals when they are tested on animals, by
14 representing that it is a cruelty-free company and that it never tests on animals when
15 it tested on animals to sell in China, by claiming to have an exemption from animal
16 testing in China that it did not have, and by advertising its hair-care products as not
17 tested on animals and cruelty free with the intent to sell hair-care products that had
18 been tested on animals.
19
20

21 875. JPMS’s misrepresentations that JPMS’s hair-care products had never
22 been tested on animals and were cruelty free, and that it has never tested on animals
23 and is a cruelty-free company as set forth, were material and likely to deceive a
24 reasonable consumer.
25

26 876. In purchasing JPMS products, Oregon Plaintiffs and the Oregon Class
27 relied on the misrepresentations of JPMS regarding its stance against animal testing
28

1 and that its products were never tested on animals. JPMS’s representations turned out
2 not to be true because it tested on animals to sell its products in China.

3 877. Had Oregon Plaintiffs and the other Oregon Class members known they
4 would not receive products that had never been animal tested or that they were
5 purchasing from a company that tests on animals, they would not have purchased
6 JPMS’s hair-care products and/or paid as much for them.

8 878. Oregon Plaintiffs and the Oregon Class suffered ascertainable loss
9 caused by JPMS’s misrepresentations and its concealment of and failure to disclose
10 the use of animal testing as a company and on its products.

11 879. Oregon Plaintiffs, individually and on behalf of the other Oregon Class
12 members, seek the greater of actual damages or \$200 for the harm caused by JPMS’s
13 violations of the Oregon UTPA as alleged herein, because JPMS’s conduct was
14 reckless or knowing. Oregon Rev. Stat. § 646.638.

16 880. Oregon Plaintiffs, individually and on behalf of the other Oregon Class
17 members, seek punitive damages under Oregon Revised Statute § 646.638.

18 881. Oregon Plaintiffs, individually and on behalf of the other Oregon Class
19 members, seek costs and attorneys’ fees under Oregon Revised Statute § 646.638,
20 and any other just and proper relief available under the Oregon UTPA.

22 **T. Pennsylvania Causes of Action Alleged by Plaintiffs Hollie Shadd and**
23 **Ashley Price-Horton (“Pennsylvania Plaintiffs”)**

24 **COUNT I**
25 **BREACH OF EXPRESS WARRANTY UNDER THE PENNSYLVANIA**
26 **UNIFORM COMMERCIAL CODE**

27 882. Pennsylvania Plaintiffs reallege and incorporate by reference the
28 allegations in the preceding paragraphs.

1 883. JPMS sells hair-care products, which qualify as goods under the
2 Pennsylvania Uniform Commercial Code. 13 Pa. Stat. and Cons. Stat. § 2105.

3 884. Pennsylvania Plaintiffs and the Pennsylvania Class purchased various
4 JPMS hair-care products during the applicable Class period.

5 885. In connection with the sale of goods, including through representations
6 on the products themselves, JPMS expressly warranted that its hair-care products
7 were not tested on animals and were cruelty free. 13 Pa. Stat. and Cons. Stat. § 2313.

8 886. In connection with the sale of goods, including through representations
9 on the products themselves, JPMS expressly warranted that it did not test on animals
10 and/or that it was a cruelty-free company. *Id.*

11 887. JPMS's representations were part of the basis of the bargain with
12 Pennsylvania Plaintiffs and the Pennsylvania Class.

13 888. JPMS breached its express warranty by conducting animal tests in
14 China in order to register and sell its products there.

15 889. Pennsylvania Plaintiffs notified JPMS of the nonconformities in the
16 hair-care products on December 8, 2025, which was a reasonable time after
17 Pennsylvania Plaintiffs discovered the breach. 13 Pa. Stat. and Cons. Stat. § 2607.

18 890. Because of JPMS's breach of its express warranty, Pennsylvania
19 Plaintiffs and the Pennsylvania Class have suffered damages valued at the difference
20 between the value of a hair-care product they received and the value of the hair-care
21 product they were promised, in an amount to be proven at trial. 13 Pa. Stat. and
22 Cons. Stat. § 2714.
23
24
25
26
27
28

1 **COUNT II**
2 **PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER**
3 **PROTECTION LAW (“Pennsylvania UTPCPL”)**

4 891. Pennsylvania Plaintiffs reallege and incorporate by reference the
5 allegations in the preceding paragraphs.

6 892. JPMS, Pennsylvania Plaintiffs, and the Pennsylvania Class members are
7 all “persons” under 73 Pa. Stat. § 201-2(11).

8 893. JPMS hair-care products are “goods” under 73 Pa. Stat. § 201-2.

9 894. JPMS is engaged in “trade” and “commerce” under 73 Pa. Stat. § 201-
10 2(3).

11 895. Under the Pennsylvania UTPCPL, “[u]nfair methods of competition and
12 unfair or deceptive acts or practices in the conduct of any trade or commerce” are
13 unlawful. 73 Pa. Stat. § 201-3.

14 896. “‘Unfair methods of competition’ and ‘unfair or deceptive acts or
15 practices’ mean any one or more of the following”:

- 16
- 17 a. “Causing likelihood of confusion or of misunderstanding as to the
18 source, sponsorship, approval or certification of goods or services”;
 - 19 b. “Representing that goods or services have sponsorship, approval,
20 characteristics, ingredients, uses, benefits or quantities that they do not
21 have or that a person has a sponsorship, approval, status, affiliation or
22 connection that he does not have”;
 - 23 c. “Representing that goods or services are of a particular standard, quality
24 or grade, or that goods are of a particular style or model, if they are of
25 another.” 73 Pa. Stat. § 201-2.
26
27
28

1 897. JPMS engaged in unfair or deceptive acts or practices that violated the
2 Pennsylvania UTPCPL, as described herein, by representing that its hair-care
3 products are cruelty free and never tested on animals when they are tested on
4 animals, by representing that it is a cruelty-free company and that it never tests on
5 animals when it tested on animals to sell in China, by claiming to have an exemption
6 from animal testing in China that it did not have, and by advertising its hair-care
7 products as not tested on animals and cruelty free with the intent to sell hair-care
8 products that had been tested on animals.
9

10 898. JPMS's misrepresentations that JPMS's hair-care products had never
11 been tested on animals and were cruelty free, and that it has never tested on animals
12 and is a cruelty-free company as set forth, were material and likely to deceive a
13 reasonable consumer.
14

15 899. In purchasing JPMS products, Pennsylvania Plaintiffs and the
16 Pennsylvania Class relied on the misrepresentations of JPMS regarding its stance
17 against animal testing and that its products were never tested on animals. JPMS's
18 representations turned out not to be true because it tested on animals to sell its
19 products in China.
20

21 900. Had Pennsylvania Plaintiffs and the other Pennsylvania Class members
22 known they would not receive products that had never been animal tested or that
23 they were purchasing from a company that tests on animals, they would not have
24 purchased JPMS's hair-care products and/or paid as much for them.
25

26 901. Pennsylvania Plaintiffs and the Pennsylvania Class suffered
27 ascertainable loss caused by JPMS's misrepresentations and its concealment of and
28 failure to disclose the use of animal testing as a company and on its products.

- 1 a. “Causing likelihood of confusion or of misunderstanding as to the
- 2 source, sponsorship, approval, or certification of goods or services”;
- 3 b. “Representing that goods or services have sponsorship, approval,
- 4 characteristics, ingredients, uses, benefits, or quantities that they do not
- 5 have or that a person has a sponsorship, approval, status, affiliation, or
- 6 connection that the person does not have”;
- 7 c. “Representing that goods or services are of a particular standard,
- 8 quality, or grade, or that goods are of a particular style or model, if they
- 9 are of another.” 6 R.I. Gen. Laws § 6-13.1-1.
- 10
- 11

12 910. JPMS engaged in unfair or deceptive acts or practices that violated the
13 Rhode Island DTPA, as described herein, by representing that its hair-care products
14 are cruelty free and never tested on animals when they are tested on animals, by
15 representing that it is a cruelty-free company and that it never tests on animals when
16 it tested on animals to sell in China, by claiming to have an exemption from animal
17 testing in China that it did not have, and by advertising its hair-care products as not
18 tested on animals and cruelty free with the intent to sell hair-care products that had
19 been tested on animals.
20

21 911. JPMS’s misrepresentations that JPMS’s hair-care products had never
22 been tested on animals and were cruelty free, and that it has never tested on animals
23 and is a cruelty-free company as set forth, were material and likely to deceive a
24 reasonable consumer.
25

26 912. In purchasing JPMS products, Rhode Island Plaintiff and the Rhode
27 Island Class relied on the misrepresentations of JPMS regarding its stance against
28 animal testing and that its products were never tested on animals. JPMS’s

1 representations turned out not to be true because it tested on animals to sell its
2 products in China.

3 913. Had Rhode Island Plaintiff and the other Rhode Island Class members
4 known they would not receive products that had never been animal tested or that
5 they were purchasing from a company that tests on animals, they would not have
6 purchased JPMS's hair-care products and/or paid as much for them.

8 914. Rhode Island Plaintiff and the Rhode Island Class suffered ascertainable
9 loss caused by JPMS's misrepresentations and its concealment of and failure to
10 disclose the use of animal testing as a company and on its products.

11 915. Rhode Island Plaintiff, individually and on behalf of the other Rhode
12 Island Class members, seeks the greater of actual damages or \$500 for the harm
13 caused by JPMS's violations of the Rhode Island DTPA as alleged herein. 6 R.I.
14 Gen. Laws § 6-13.1-5.2.

16 916. Rhode Island Plaintiff, individually and on behalf of the other Rhode
17 Island Class members, seeks treble damages under 6 R.I. Gen. Laws § 6-13.1-5.2.

18 917. Rhode Island Plaintiff, individually and on behalf of the other Rhode
19 Island Class members, seeks costs and attorneys' fees under 6 R.I. Gen. Laws § 6-
20 13.1-5.2, and any other just and proper relief available under the Rhode Island
21 DTPA.
22
23
24
25
26
27
28

1 **V. South Carolina Causes of Action Alleged by Plaintiff Kimbrelle Rodgers**
2 **(“South Carolina Plaintiff”)**

3 **COUNT I**
4 **BREACH OF EXPRESS WARRANTY UNDER THE SOUTH CAROLINA**
5 **UNIFORM COMMERCIAL CODE**

6 918. South Carolina Plaintiff realleges and incorporates by reference the
7 allegations in the preceding paragraphs.

8 919. JPMS sells hair-care products, which qualify as goods under the South
9 Carolina Uniform Commercial Code. S.C. Code § 36-2-105.

10 920. South Carolina Plaintiff and the South Carolina Class purchased various
11 JPMS hair-care products during the applicable Class period.

12 921. In connection with the sale of goods, including through representations
13 on the products themselves, JPMS expressly warranted that its hair-care products
14 were not tested on animals and were cruelty free. S.C. Code § 36-2-313.

15 922. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly warranted that it did not test on animals
17 and/or that it was a cruelty-free company. *Id.*

18 923. JPMS’s representations were part of the basis of the bargain with South
19 Carolina Plaintiff and the South Carolina Class.

20 924. JPMS breached its express warranty by conducting animal tests in
21 China in order to register and sell its products there.

22 925. South Carolina Plaintiff notified JPMS of the nonconformities in the
23 hair-care products on December 8, 2025, which was a reasonable time after South
24 Carolina Plaintiff discovered the breach. S.C. Code § 36-2-607.
25
26
27
28

1 have or that a person has a sponsorship approval, status, affiliation or
2 connection that such person does not have”;

3 c. “Representing that goods or services are of a particular standard, quality
4 or grade, or that goods are of a particular style or model, if they are of
5 another.” Tenn. Code § 47-18-104.
6

7 932. JPMS engaged in unfair or deceptive acts or practices that violated the
8 Tennessee CPA, as described herein, by representing that its hair-care products are
9 cruelty free and never tested on animals when they are tested on animals, by
10 representing that it is a cruelty-free company and that it never tests on animals when
11 it tested on animals to sell in China, by claiming to have an exemption from animal
12 testing in China that it did not have, and by advertising its hair-care products as not
13 tested on animals and cruelty free with the intent to sell hair-care products that had
14 been tested on animals.
15

16 933. JPMS’s misrepresentations that JPMS’s hair-care products had never
17 been tested on animals and were cruelty free, and that it has never tested on animals
18 and is a cruelty-free company as set forth, were material and likely to deceive a
19 reasonable consumer.
20

21 934. In purchasing JPMS products, Tennessee Plaintiffs and the Tennessee
22 Class relied on the misrepresentations of JPMS regarding its stance against animal
23 testing and that its products were never tested on animals. JPMS’s representations
24 turned out not to be true because it tested on animals to sell its products in China.
25

26 935. Had Tennessee Plaintiffs and the other Tennessee Class members
27 known they would not receive products that had never been animal tested or that
28

1 they were purchasing from a company that tests on animals, they would not have
2 purchased JPMS's hair-care products and/or paid as much for them.

3 936. Tennessee Plaintiffs and the Tennessee Class suffered ascertainable loss
4 caused by JPMS's misrepresentations and its concealment of and failure to disclose
5 the use of animal testing as a company and on its products.
6

7 937. Tennessee Plaintiffs, individually and on behalf of the other Tennessee
8 Class members, seek actual damages for the harm caused by JPMS's violations of
9 the Tennessee CPA as alleged herein. Tenn. Code § 47-18-109.

10 938. Tennessee Plaintiffs, individually and on behalf of the other Tennessee
11 Class members, seek treble damages under Tenn. Code § 47-18-109.
12

13 939. Tennessee Plaintiffs, individually and on behalf of the other Tennessee
14 Class members, seek costs and attorneys' fees under Tenn. Code § 47-18-109, and
15 any other just and proper relief available under the Tennessee CPA.

16 **COUNT II**
17 **UNJUST ENRICHMENT (IN THE ALTERNATIVE)**

18 940. Tennessee Plaintiffs reallege and incorporate by reference the
19 allegations in the preceding paragraphs.

20 941. In purchasing JPMS hair-care products, Tennessee Plaintiffs conferred
21 a benefit on JPMS.
22

23 942. JPMS's retention of that benefit was unjust because Tennessee Plaintiffs
24 and the Tennessee Class would not have purchased or would not have paid as much
25 for the JPMS hair-care products had they known that the cruelty-free and no animal
26 testing representations were false.
27
28

1 951. JPMS is engaged in “trade” and “commerce” under Tex. Bus. & Com.
2 Code § 17.45.

3 952. Under the Texas DTPA, “[f]alse, misleading, or deceptive acts or
4 practices in the conduct of any trade or commerce are hereby declared unlawful.”
5 Tex. Bus. & Com. Code § 17.46.
6

7 953. Under the Texas DTPA ““false, misleading, or deceptive acts or
8 practices’ includes, but is not limited to, the following acts”:

- 9 a. “causing confusion or misunderstanding as to the source, sponsorship,
10 approval, or certification of goods or services”;
- 11 b. “representing that goods or services have sponsorship, approval,
12 characteristics, ingredients, uses, benefits, or quantities which they do
13 not have or that a person has a sponsorship, approval, status, affiliation,
14 or connection which the person does not”;
- 15 c. “representing that goods or services are of a particular standard, quality,
16 or grade, or that goods are of a particular style or model, if they are of
17 another.” Tex. Bus. & Com. Code § 17.46.
18
19

20 954. JPMS engaged in unfair or deceptive acts or practices that violated the
21 Texas DTPA, as described herein, by representing that its hair-care products are
22 cruelty free and never tested on animals when they are tested on animals, by
23 representing that it is a cruelty-free company and that it never tests on animals when
24 it tested on animals to sell in China, by claiming to have an exemption from animal
25 testing in China that it did not have, and by advertising its hair-care products as not
26 tested on animals and cruelty free with the intent to sell hair-care products that had
27 been tested on animals.
28

1 955. JPMS's misrepresentations that JPMS's hair-care products had never
2 been tested on animals and were cruelty free, and that it has never tested on animals
3 and is a cruelty-free company as set forth, were material and likely to deceive a
4 reasonable consumer.

5
6 956. In purchasing JPMS products, Texas Plaintiffs and the Texas Class
7 relied on the misrepresentations of JPMS regarding its stance against animal testing
8 and that its products were never tested on animals. JPMS's representations turned out
9 not to be true because it tested on animals to sell its products in China.

10 957. Had Texas Plaintiffs and the other Texas Class members known they
11 would not receive products that had never been animal tested or that they were
12 purchasing from a company that tests on animals, they would not have purchased
13 JPMS's hair-care products and/or paid as much for them.

14
15 958. Texas Plaintiffs and the Texas Class suffered ascertainable loss caused
16 by JPMS's misrepresentations and its concealment of and failure to disclose the use
17 of animal testing as a company and on its products.

18 959. Texas Plaintiffs, individually and on behalf of the other Texas Class
19 members, seek actual damages for the harm caused by JPMS's violations of the
20 Texas DTPA as alleged herein. Tex. Bus. & Com. Code § 17.50.

21
22 960. Texas Plaintiffs, individually and on behalf of the other Texas Class
23 members, seek costs and attorneys' fees under Tex. Bus. & Com. Code § 17.50, and
24 any other just and proper relief available under the Texas DTPA.

25
26 961. Texas Plaintiffs, for themselves and as representatives of the Texas
27 Class, sent a notice and demand over sixty days before bringing suit, as specified by
28 Tex. Bus. & Com. Code § 17.505.

1 **Y. Utah Causes of Action Alleged by Plaintiffs Denise Smith and Kerrie**
2 **Parker (“Utah Plaintiffs”)**

3 **COUNT I**
4 **BREACH OF EXPRESS WARRANTY UNDER THE UTAH**
5 **UNIFORM COMMERCIAL CODE**

6 962. Utah Plaintiffs reallege and incorporate by reference the allegations in
7 the preceding paragraphs.

8 963. JPMS sells hair-care products, which qualify as goods under the Utah
9 Uniform Commercial Code. Utah Code § 70A-2-105.

10 964. Utah Plaintiffs and the Utah Class purchased various JPMS hair-care
11 products during the applicable Class period.

12 965. In connection with the sale of goods, including through representations
13 on the products themselves, JPMS expressly warranted that its hair-care products
14 were not tested on animals and were cruelty free. Utah Code § 70A-2-313.

15 966. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly warranted that it did not test on animals
17 and/or that it was a cruelty-free company. *Id.*

18 967. JPMS’s representations were part of the basis of the bargain with Utah
19 Plaintiffs and the Utah Class.

20 968. JPMS breached its express warranty by conducting animal tests in
21 China in order to register and sell its products there.

22 969. Utah Plaintiffs notified JPMS of the nonconformities in the hair-care
23 products on December 8, 2025, which was a reasonable time after Utah Plaintiffs
24 discovered the breach. Utah Code § 70A-2-607.
25
26
27
28

1 976. JPMS engaged in unfair or deceptive acts or practices that violated the
2 Utah CSPA, as described herein, by representing that its hair-care products are
3 cruelty free and never tested on animals when they are tested on animals, by
4 representing that it is a cruelty-free company and that it never tests on animals when
5 it tested on animals to sell in China, by claiming to have an exemption from animal
6 testing in China that it did not have, and by advertising its hair-care products as not
7 tested on animals and cruelty free with the intent to sell hair-care products that had
8 been tested on animals.
9

10 977. JPMS's misrepresentations that JPMS's hair-care products had never
11 been tested on animals and were cruelty free, and that it has never tested on animals
12 and is a cruelty-free company as set forth, were material and likely to deceive a
13 reasonable consumer.
14

15 978. In purchasing JPMS products, Utah Plaintiffs and the Utah Class relied
16 on the misrepresentations of JPMS regarding its stance against animal testing and
17 that its products were never tested on animals. JPMS's representations turned out not
18 to be true because it tested on animals to sell its products in China.
19

20 979. Had Utah Plaintiffs and the other Utah Class members known they
21 would not receive products that had never been animal tested or that they were
22 purchasing from a company that tests on animals, they would not have purchased
23 JPMS's hair-care products and/or paid as much for them.
24

25 980. Utah Plaintiffs and the Utah Class suffered ascertainable loss caused by
26 JPMS's misrepresentations and its concealment of and failure to disclose the use of
27 animal testing as a company and on its products.
28

1 981. Utah Plaintiffs, individually and on behalf of the other Utah Class
2 members, seek actual damages for the harm caused by JPMS’s violations of the Utah
3 CSPA as alleged herein. Utah Code § 13-11-19.

4 **Z. Virginia Causes of Action Alleged by Plaintiff Isabelle Salhani (“Virginia
5 Plaintiff”)**

6 **COUNT I**
7 **BREACH OF EXPRESS WARRANTY UNDER THE VIRGINIA**
8 **UNIFORM COMMERCIAL CODE**

9 982. Virginia Plaintiff realleges and incorporates by reference the allegations
10 in the preceding paragraphs.

11 983. JPMS sells hair-care products, which qualify as goods under the
12 Virginia Uniform Commercial Code. Va. Code § 8.2-105.

13 984. Virginia Plaintiff and the Virginia Class purchased various JPMS
14 products during the applicable class period.

15 985. In connection with the sale of goods, including through representations
16 on the products themselves, JPMS expressly affirmed and warranted that it is a
17 cruelty-free company, and its products were never animal tested. Va. Code § 8.2-
18 313.

19 986. In connection with the sale of goods, including through representations
20 on the products themselves, JPMS expressly warranted that it did not test on animals
21 and/or that it was a cruelty-free company. Va. Code § 8.2-313.

22 987. JPMS’s representations were part of the basis of the bargain with
23 Virginia Plaintiff and the Virginia Class.

24 988. JPMS breached its express warranty by conducting animal tests in
25 China in order to register and sell its products there.

1 989. Virginia Plaintiff notified JPMS of the nonconformities in the products
2 on December 8, 2025, which was a reasonable time after Virginia Plaintiff
3 discovered the breach. Va. Code § 8.2-607.

4 990. Because of JPMS’s breach of its express warranty, Virginia Plaintiff
5 and the Virginia Class have suffered damages valued at the difference between the
6 value of the product they received and the value of the product they were promised,
7 in an amount to be proven at trial. Va. Code § 8.2-714.

8 **COUNT II**
9 **VIRGINIA CONSUMER PROTECTION ACT**
10 **(“Virginia CPA”)**

11 991. Virginia Plaintiff realleges and incorporates by reference the allegations
12 in the preceding paragraphs.

13 992. JPMS, Virginia Plaintiff, and the Virginia Class members are all
14 “persons” under Va. Code § 59.1-198.

15 993. JPMS is a “supplier” under Va. Code § 59.1-198.

16 994. JPMS hair-care products are “goods” under Va. Code § 59.1-198.

17 995. Virginia Plaintiff and the Virginia Class entered into a “consumer
18 transaction” when they purchased JPMS hair-care products under Va. Code § 59.1-
19 198.
20

21 996. Under the Virginia CPA, “[t]he following fraudulent acts or practices
22 committed by a supplier in connection with a consumer transaction are hereby
23 declared unlawful”:

- 24 a. “Misrepresenting the source, sponsorship, approval, or certification of
25 goods or services”;
26

1 1001. Virginia Plaintiff and the Virginia Class suffered ascertainable loss
2 caused by JPMS’s misrepresentations and its concealment of and failure to disclose
3 the use of animal testing as a company and on its products.

4 1002. Virginia Plaintiff, individually and on behalf of the other Virginia Class
5 members, seeks the greater of \$500 or actual damages for the harm caused by
6 JPMS’s violations of the Virginia CPA as alleged herein. Va. Code § 59.1-204.

7 1003. Virginia Plaintiff, individually and on behalf of the other Virginia Class
8 members, seeks the greater of \$1,000 or treble damages for the harm caused by
9 JPMS’s violations of the Virginia CPA as alleged herein. Va. Code § 59.1-204.

10 1004. Virginia Plaintiffs, individually and on behalf of the other Virginia
11 Class members, seek costs and attorneys’ fees under Va. Code § 59.1-204, and any
12 other just and proper relief available under the Virginia DTPA.

13 **AA. Wisconsin Causes of Action Alleged by Plaintiffs Jake Tulogeski, Mark**
14 **Geis, and Julie Dziekan (“Wisconsin Plaintiffs”)**

15 **COUNT I**
16 **WISCONSIN UNFAIR TRADE PRACTICES ACT**
17 **(“Wisconsin UTPA”)**

18 1005. Wisconsin Plaintiffs reallege and incorporate by reference the
19 allegations in the preceding paragraphs.

20 1006. Under the Wisconsin UTPA “[n]o person firm, corporation or
21 association, or agent or employee thereof, with intent to sell, distribute, increase the
22 consumption of or in any wise dispose of any . . . merchandise . . . directly or
23 indirectly, to the public for sale . . . shall make, publish, disseminate, circulate, or
24 place before the public, or cause, directly or indirectly, to be made, published,
25 disseminated, circulated, or placed before the public . . . or in any other way similar
26
27
28

1 or dissimilar to the foregoing, an advertisement, announcement, statement or
2 representation of any kind to the public relating to such purchase, sale . . . of such . . .
3 merchandise, . . . which advertisement, announcement, statement or representation
4 contains any assertion, representation or statement of fact which is untrue, deceptive
5 or misleading.” Wis. Stat. § 100.18.
6

7 1007. JPMS engaged in unfair or deceptive acts or practices that violated the
8 Wisconsin UTPA, as described herein, by representing that its hair-care products are
9 cruelty free and never tested on animals when they are tested on animals, by
10 representing that it is a cruelty-free company and that it never tests on animals when
11 it tested on animals to sell in China, by claiming to have an exemption from animal
12 testing in China that it did not have, and by advertising its hair-care products as not
13 tested on animals and cruelty free with the intent to sell hair-care products that had
14 been tested on animals.
15

16 1008. JPMS’s misrepresentations that JPMS’s hair-care products had never
17 been tested on animals and were cruelty free, and that it has never tested on animals
18 and is a cruelty-free company as set forth, were material and likely to deceive a
19 reasonable consumer.
20

21 1009. In purchasing JPMS products, Wisconsin Plaintiffs and the Wisconsin
22 Class relied on the misrepresentations of JPMS regarding its stance against animal
23 testing and that its products were never tested on animals. JPMS’s representations
24 turned out not to be true because it tested on animals to sell its products in China.
25

26 1010. Had Wisconsin Plaintiffs and the other Wisconsin Class members
27 known they would not receive products that had never been animal tested or that
28

1 they were purchasing from a company that tests on animals, they would not have
2 purchased JPMS's hair-care products and/or paid as much for them.

3 1011. Wisconsin Plaintiffs and the Wisconsin Class suffered ascertainable loss
4 caused by JPMS's misrepresentations and its concealment of and failure to disclose
5 the use of animal testing as a company and on its products.
6

7 1012. Wisconsin Plaintiffs, individually and on behalf of the other Wisconsin
8 Class members, seek actual damages for the harm caused by JPMS's violations of
9 the Wisconsin UTPA as alleged herein. Wis. Stat. § 100.18.

10 1013. Wisconsin Plaintiffs, individually and on behalf of the other Wisconsin
11 Class members, seek costs and attorneys' fees under Wis. Stat. § 100.18, and any
12 other just and proper relief available under the Wisconsin UTPA.
13

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiffs, individually and for members of the Class,
16 respectfully request that the Court enter judgment in their favor and against
17 Defendant, as follows:

- 18 A. Certification of the proposed Class, including appointment of Plaintiffs'
19 counsel as Class Counsel and Plaintiffs as Class Representatives;
20
- 21 B. Costs, restitution, damages, and/or disgorgement, each in an amount to
22 be determined;
- 23 C. Punitive damages;
- 24 D. Pre- and post-judgment interest on any amounts awarded;
- 25 E. An award of costs and attorneys' fees where authorized by law; and
26
- 27 F. Such other or further relief as may be appropriate.
28

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Dated: February 24, 2026

Respectfully submitted,

HAGENS BERMAN SOBOL SHAPIRO LLP

By /s/ Christopher R. Pitoun

Christopher R. Pitoun (SBN 290235)
301 N. Lake Avenue, Suite 920
Pasadena, California 91101
Telephone: (213) 330-7150
Facsimile: (213) 330-7152
Email: christopherp@hbsslaw.com

Robert B. Carey (*pro hac vice forthcoming*)
Michella A. Kras (*pro hac vice forthcoming*)
E. Tory Beardsley (*pro hac vice forthcoming*)
HAGENS BERMAN SOBOL SHAPIRO LLP
11 West Jefferson, Suite 1000
Phoenix, Arizona 85003
Telephone: (602) 840-5900
Email: rob@hbsslaw.com
michellak@hbsslaw.com
toryb@hbsslaw.com

Counsel for Plaintiffs