

SMITH KRIVOSHEY, PC
Yeremey O. Krivoshey (CA Bar No. 295032)
Brittany S. Scott (CA Bar No. 327132)
28 Geary Street, Suite 650 No. 1507
San Francisco, CA 94108
Telephone: 415-839-7077
Facsimile: 888-410-0415
E-Mail: yeremey@skclassactions.com
E-Mail: brittany@skclassactions.com

SMITH KRIVOSHEY, PC
Joel D. Smith (CA Bar No. 244902)
E-Mail: joel@skclassactions.com
867 Boylston Street, 5th Floor, Ste. 1520
Boston, MA 02116
Phone: 617-377-7404

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

TERRI GAMINO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

THE PROCTER & GAMBLE
COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff, Terri Gamino (“Plaintiff”), individually and on behalf of all others
2 similarly situated, brings this action against Defendant, The Procter & Gamble
3 Company (“Defendant”) based on personal knowledge, investigation of counsel,
4 and on information and belief as to all other matters.

5 **NATURE OF THE ACTION**

6 1. This is a putative class action lawsuit on behalf of purchasers of Secret
7 Invisible Solid Antiperspirant and Deodorant (the “Products”):



8
9
10
11
12
13
14
15 2. Defendant manufactures, markets, and sells the Products in thousands
16 of stores throughout the United States, including the state of California.

17 3. Defendant specializes in developing, marketing, and selling personal
18 care products to consumers. In 2025 Defendant had \$84.3 billion in net sales across
19 its product lines. Personal care products (which include antiperspirants and
20 deodorants like the Product) made up 6% (or ~ \$ 910 million) of Defendant’s net
21 sales in 2025. Moreover, Defendant holds the number two market share position for
22 personal care products sold under its Old Spice, Safeguard, and Secret brands.
23
24
25
26
27
28

4. Defendant prominently advertises, markets, and sells the Products as antiperspirant/deodorant that is “unscented” (the “Unscented Representation”). The Unscented Representation promises that the Products do not contain fragrance ingredients:



5. Defendant intentionally misleads consumers into believing that the Products do not contain fragrance ingredients. It does this because consumers desire products without fragrance ingredients can cause skin irritation and allergic reactions. As a result, consumers are seeking out products without fragrance ingredients.

6. However, unbeknownst to consumers, the Products do contain fragrance and are therefore not “unscented.”

7. As such, Defendant has engaged in widespread false and deceptive conduct by designing, marketing, manufacturing, distributing, and selling the Products with the Unscented Representation. Every package of the Products misleads consumers into believing the Products do not contain fragrance.

8. Plaintiff and Class members purchased the Product, which are designed, marketed, manufactured, distributed, and sold by Defendant. Further, Plaintiff and Class members relied to their detriment on Defendant’s Unscented

1 Representation, when the Products do contain fragrance and therefore are not
2 unscented. Plaintiff and Class members would not have purchased the Products – or
3 would not have paid as much as they did to purchase them – had they known the
4 Unscented Representation was false. Plaintiff and Class Members thus suffered
5 monetary damages as result of Defendant’s deceptive and false representation.

6 9. Plaintiff brings this action individually, and on behalf of similarly
7 situated individuals who purchased the falsely and deceptively labeled Products for
8 fraud and unjust enrichment.

9 PARTIES

10 10. Plaintiff Terri Gamino is a citizen and resident of California, who has
11 an intent to remain there, and is therefore a domiciliary of California. In April 2026,
12 Plaintiff purchased Secret Invisible Solid Antiperspirant and Deodorant from a CVS
13 retail store. Prior to her purchase of her Product, Plaintiff reviewed the product’s
14 labeling and packaging and saw that her Product was labeled and marketed as being
15 “unscented.” Based on the Unscented Representation, Plaintiff believed she was
16 purchasing a product that did not contain fragrance ingredients. Plaintiff relied on
17 Defendant’s Unscented Representation in deciding to purchase her Product.
18 Accordingly, the Unscented Representation was part of the basis of the bargain, in
19 that she would not have purchased her Product on the same terms had she known
20 the Unscented Representation was not true. In making her purchase, Plaintiff paid a
21 price premium for a product that was unscented.

22 11. Plaintiff remains interested in purchasing the Products if they were
23 actually “unscented” as marketed, and did not contain fragrance, and if she could
24 have confidence regarding the truth of Defendant’s “unscented” marketing and
25 advertising. However, because of the false, deceptive, and misleading “unscented”
26 marketing claims, Plaintiff is unable to rely on the Products’ advertising and
27 packaging when deciding in the future whether to purchase the Products.
28

1 18. As a result, consumers are seeking out unscented products because they
2 believe they will be free of fragrance and therefore will contain fewer ingredients
3 and less potential irritants.

4 19. In response to this demand, personal care companies – including
5 Defendant – are increasingly introducing unscented product lines to meet consumer
6 demand for minimalist, gentle, non-irritating personal care.

7 **II. Defendant’s “Unscented” Representation is False and Misleading**

8 20. Defendant falsely and misleadingly represents that the Products are
9 “unscented”:



21. However, the Products contain fragrance, and therefore the Products are not in fact “unscented”:



22. Accordingly, because the Products contain fragrance, the Unscented Representation is false and misleading.

23. Defendant’s conduct thus deceived and/or was likely to deceive the public.

24. Plaintiff and Class members were deceived into believing the Products are “unscented”, when in fact they contain fragrance.

25. Plaintiff and Class members would not know the true nature of the Products by looking at the front labels of the Products. There is nothing on the front labels (like an asterisk) disclaiming or modifying the Unscented Representation. The Unscented Representation is not ambiguous or vague to reasonable consumers such that they would reasonably think or be expected to investigate the Unscented Representation further before purchasing the products.

26. Moreover, the ingredients list does not preclude consumer deception. As one court has noted, “a company can’t say something misleading on the front of a label and escape liability by stating ‘that’s not actually what we mean’ in fine print on the back.” *Locklin v. StriVectin Operating Co., Inc.*, 2022 WL 867248, at *3 (N.D. Cal. Mar. 23, 2022).

1 27. Plaintiff and Class members purchased the Products in reliance on the
2 Unscented Representation, reasonably believing the Products were unscented and
3 did not contain fragrance ingredients.

4 28. Plaintiff's and Class members' reasonable belief that the Products were
5 unscented was a significant factor in their decisions to purchase the Product.

6 29. Plaintiff and Class members did not know, and had no reason to know,
7 that the Products contained fragrance ingredients because of how the Products are
8 deceptively labeled and advertised to create the impression the Products are
9 unscented. Nothing on the front packaging of the Products indicates that the
10 Products contain fragrance ingredients.

11 30. Defendant knew that Plaintiff and Class members would rely on the
12 Unscented Representation and would therefore reasonably believe the Products did
13 not contain fragrance ingredients.

14 31. Because the Products contain fragrance contrary to the Unscented
15 Representation, Defendant's uniform practice regarding the marketing and sale of
16 the Products was and continues to be misleading and deceptive.

17 32. Each Class member has been exposed to the same or substantially
18 similar deceptive practices, as the Products uniformly contains fragrance.

19 33. Consumers are willing to pay a price premium for unscented personal
20 care products. They are also induced to make purchases that they otherwise would
21 not have, but for the belief that the Products did not contain fragrance ingredients.
22 Plaintiff and Class members would not have purchased the Products had they known
23 the Products contained fragrance ingredients. Further, Plaintiff and Class members
24 paid a price premium for the Products because of the Unscented Representation.
25 Therefore, Plaintiff and Class members suffered an injury in fact and lost money as
26 a result of Defendant's false and misleading Unscented Representation.

III. No Adequate Remedy at Law

34. Plaintiff and members of the California Subclass are entitled to equitable relief as no adequate remedy at law exists.

35. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action pled herein vary. The limitations period is four years for claims brought under the UCL, which is one year longer than the statutes of limitations under the FAL and CLRA. Thus, without application of tolling, California Subclass Members who purchased the Products more than 3 years prior to the filing of the complaint will be barred from recovery if equitable relief were not permitted under the UCL. Similarly, California Subclass Members who purchased the Products prior to the furthest reach-back under the statute of limitations for breach of warranty or fraud will be barred from recovery if equitable relief were not permitted for restitution/unjust enrichment.

36. **More Prompt, Certain, and Efficient.** Legal remedies are inadequate because they are not equally prompt and certain and in other ways efficient as equitable relief. Legal claims for damages are not equally certain as restitution because claims under the UCL and other equitable claims entail few elements.

37. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct under the unfair prong of the UCL is broader than the other causes of action asserted herein. It includes, for example, Defendant's overall unfair marketing scheme to promote and brand the Products with Defendant's "unscented" marketing, including the Products' label and packaging, over a long period of time, in order to gain an unfair advantage over competitor products and to take advantage of consumers' desire for products that comport with Defendant's "unscented" marketing. The UCL also creates a cause of action for violations of law (such as statutory or regulatory requirements and court orders related to similar representations and omissions made on the type of products at issue). Thus, Plaintiff and the California Subclass may be entitled to restitution under the UCL, while not

1 entitled to damages under other causes of action asserted herein (e.g., the FAL
2 requires actual or constructive knowledge of the falsity; the CLRA is limited to
3 certain types of Plaintiff (an individual who seeks or acquires, by purchase or lease,
4 any goods or services for personal, family, or household purposes) and other
5 statutorily enumerated conduct; common law fraud claims require a showing of
6 actual deception or reliance).

7 **38. Injunctive Relief to Cease Misconduct and Dispel Misperception.**

8 Injunctive relief is appropriate on behalf of Plaintiff and the California Subclass
9 because Defendant continues to misrepresent the Products with Defendant's
10 "unscented" marketing. Injunctive relief is necessary to prevent Defendant from
11 continuing to engage in the unfair, fraudulent, and/or unlawful conduct described
12 herein and to prevent future harm - none of which can be achieved through available
13 legal remedies (such as monetary damages to compensate past harm). Further,
14 injunctive relief, in the form of removing Defendant's "unscented" marketing is
15 necessary to dispel the public misperception about the Products that has resulted
16 from years of Defendant's unfair, fraudulent, and unlawful marketing efforts. An
17 injunction requiring removal of the claim will prevent the ongoing deception and
18 repeat purchases based thereon. It is also not available through a legal remedy (such
19 as monetary damages). In addition, injunctive relief is necessary because, because
20 discovery and Plaintiff's investigation have not yet completed. Moreover, example,
21 because the court has not yet certified any class, the following remains unknown:
22 the scope of the class, the identities of its members, their respective purchasing
23 practices, prices of past/future Product sales, and quantities of past/future Product
24 sales.

25 **39. Public Injunction.** Further, because a "public injunction" is available
26 under the UCL, damages will not adequately "benefit the general public" in a
27 manner equivalent to an injunction.
28

1 40. **Procedural Posture - Incomplete Discovery & Pre-Certification.**

2 Lastly, this is an initial pleading in this action, and discovery has not yet commenced
 3 and/or is at its initial stages. No class has been certified yet. No expert discovery
 4 has commenced and/or completed. The completion of fact/non-expert and expert
 5 discovery, as well as the certification of this case as a class action, are necessary to
 6 finalize and determine the adequacy and availability of all remedies, including legal
 7 and equitable, for Plaintiff's individual claims and any certified class or subclass.
 8 Plaintiff therefore reserves the right to amend this complaint and/or assert additional
 9 facts that demonstrate this Court's jurisdiction to order equitable remedies where no
 10 adequate legal remedies are available for either Plaintiff and/or any certified class
 11 or subclass. Such proof, to the extent necessary, will be presented prior to the trial
 12 of any equitable claims for relief and/or the entry of an order granting equitable
 13 relief.

14
 15 **CLASS ALLEGATIONS**

16 41. ***Class Definition:*** Plaintiff brings this action on behalf all people in the
 17 following classes and subclasses (collectively referred to as "Class Members"):

18 (a). Nationwide Class: all people in the United States who
 19 purchased the Products for personal or household use during
 20 the last four years.

21 (b). California Subclass: all people in California who purchased
 22 the Products for personal or household use during the last four
 23 years.

24 42. Subject to additional information obtained through further
 25 investigation and discovery, the foregoing class definitions may be expanded or
 26 narrowed by amendment or in the motion for class certification, including through
 27 the use of multi-state subclasses to account for material differences in state law, if
 28 any.

1 43. Specifically excluded from the putative classes are Defendant and any
2 entities in which Defendant has a controlling interest, Defendant's agents and
3 employees, the judge to whom this action is assigned, members of the judge's staff,
4 and the judge's immediate family.

5 44. **Numerosity.** Class Members are so numerous that their individual
6 joinder herein is impracticable. On information and belief, each Class or Subclass
7 includes hundreds of thousands of consumers. The precise number of Class
8 Members and their identities are unknown to the Plaintiff at this time but may be
9 determined through discovery. Class Members may be notified of the pendency of
10 this action by mail and/or publication through the distribution records of Defendant,
11 its agents, or other means.

12 45. **Commonality and Predominance.** Common questions of law and fact
13 exist as to all Class Members and predominate over questions affecting only
14 individual Class Members. Common legal and factual questions include, but are
15 not limited to:

- 16 (a) Whether Defendant misrepresented and/or failed to disclose
17 material facts concerning the Products;
- 18 (b) Whether the omissions and representations on the Products' label
19 and the Products' marketing materials, or any single omission or
20 representation, is false, misleading, and/or deceptive;
- 21 (c) Whether Defendant's conduct in advertising and selling the
22 Products amounted to unlawful, unfair, and/or deceptive business
23 practices;
- 24 (d) Whether Defendant breached an express and/or implied warranty
25 created through the labeling and marketing of its Products;
- 26 (e) Whether Plaintiff and the Class Members are entitled to equitable
27 and/or injunctive relief;
- 28 (f) Whether Plaintiff and the Class Members have sustained damage as

1 a result of Defendant's unlawful conduct;

2 (g) The proper measure of damages sustained by Plaintiff and the Class
3 Members; and

4 (h) Whether Defendant was unjustly enriched by its unlawful practices.

5 46. **Typicality.** The claims of the Plaintiff are typical of the claims of the
6 Class Members in that Plaintiff and the Class Members sustained damages as a
7 result of Defendant's uniform wrongful conduct, as alleged above.

8 47. **Adequacy.** Plaintiff will fairly and adequately protect the interests of
9 Class Members. Plaintiff has retained counsel that is highly experienced in complex
10 consumer class action litigation, and Plaintiff intends to vigorously prosecute this
11 action on behalf of the classes. Plaintiff has no interests that are antagonistic to
12 those of the Class Members. Plaintiff has no past or present financial, employment,
13 familial, or other relationship with any of the attorneys in this case that would create
14 a conflict of interest with the proposed Class Members.

15 48. **Superiority.** A class action is superior to all other available methods
16 for the fair and efficient adjudication of this controversy for, *inter alia*, the following
17 reasons: prosecutions of individual actions are economically impractical for Class
18 Members; the Class Members are readily definable; prosecution as a class action
19 avoids repetitious litigation and duplicative litigation costs, conserves judicial
20 resources, and ensures uniformity of decisions; and prosecution as a class action
21 permits claims to be handled in an orderly and expeditious manner.

22 49. Defendant has acted or failed to act on grounds generally applicable to
23 the Class Members, thereby making appropriate final injunctive relief with respect
24 to the Class Members as a whole.

25 50. Without a class action, Defendant will continue a course of action that
26 will result in further damages to the Plaintiff and Class Members and will likely
27 retain the benefits of its wrongdoing.
28

COUNT I
Violation of California's Consumers Legal Remedies Act
Cal. Bus. & Prof. Code § 1750, *et seq.*
(On Behalf of the California Subclass)

51. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.

52. Plaintiff brings this claim individually and on behalf of the members of the proposed California Subclass against Defendant.

53. Plaintiff and the California Subclass are “consumers,” as the term is defined by California Civil Code § 1761(d).

54. Plaintiff, Class Members, and Defendant have engaged in “transactions” as that term is defined by California Civil Code § 1761(e).

55. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

56. As alleged more fully above, Defendant has violated the CLRA by falsely representing to Plaintiff and the other Class Members that the Products are “unscented” when in fact the Products are not because they contain fragrance.

57. As a result of engaging in such conduct, Defendant has violated California Civil Code § 1770(a)(5), (a)(7), and (a)(9).

58. Defendant’s “unscented” marketing was likely to deceive, and did deceive, Plaintiff and reasonable consumers. Defendant knew, or should have known, through the exercise of reasonable care, that these statements were inaccurate and misleading.

59. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on them when purchasing the Products. Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.

1 throughout this Complaint, Defendant misrepresented the Products as “unscented.”
 2 By its actions, Defendant disseminated uniform advertising regarding the Products
 3 to and across California and the United States. The advertising was, by its very
 4 nature, unfair, deceptive, untrue, and misleading within the meaning of Cal. Bus. &
 5 Prof. Code §§ 17500, *et seq.* Such advertisements were intended to – and likely did
 6 – deceive the consuming public.

7 68. The above-described false, misleading, and deceptive advertising
 8 Defendant disseminated in its “unscented” marketing continues to have a likelihood
 9 to deceive in that Defendant represented that the Products were “unscented,” when
 10 in fact the Products are not because they contain fragrance.

11 69. In making and disseminating these statements, Defendant knew, or
 12 reasonably should have known, that its advertisements were untrue and misleading
 13 in violation of California law. Plaintiff and the California Subclass based their
 14 purchasing decision on Defendant’s “unscented” marketing. Plaintiff and the
 15 California Subclass were injured in fact and lost money as a result.

16 70. The misrepresentations by Defendant about the material facts
 17 described and detailed herein constitute false and misleading advertising and,
 18 therefore, constitute a violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.*

19 71. As a result of Defendant’s wrongful conduct, Plaintiff and the Class
 20 Members lost money in an amount to be proven at trial. Plaintiff and the Class
 21 Members are therefore entitled to restitution as appropriate for this cause of action.

22 72. Plaintiff seeks all available relief under the FAL.

23 **COUNT III**
 24 **Violation of California’s Unfair Competition Act**
 25 **Cal. Bus. & Prof. Code § 17200, *et seq.***
 26 **(On Behalf of the California Subclass)**

27 73. Plaintiff incorporates and realleges each preceding paragraph as
 28 though fully set forth herein.

74. Plaintiff brings this claim individually and on behalf of the members

1 of the proposed California Subclass against Defendant.

2 75. California Business and Professions Code § 17200 prohibits “any
3 unlawful, unfair, or fraudulent business act or practice.” For the reasons discussed
4 above, Defendant have engaged unlawful, unfair, and fraudulent business acts or
5 practices in violation of California Business and Professions Code § 17200.

6 76. Defendant has violated the UCL by engaging in unlawful business
7 practices by violating the CLRA, Cal. Civ. Code §§ 1770 (a)(5), (a)(7), and (a)(9),
8 by violating California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500,
9 *et seq.*, by violating California’s Business and Professional Code § 17580.5, and by
10 violating the common law by, inter alia, making false representations and warranties
11 in its “unscented” marketing concerning the Products and retaining the unlawfully
12 obtained benefit therefrom. Plaintiff reserves the right to allege additional violations
13 of law which constitute other unlawful business acts or practices.

14 77. Defendant has also violated the UCL’s prohibition on unfair business
15 practices because its conduct is substantially injurious to consumers, offends public
16 policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the
17 conduct outweighs any alleged benefits attributable to such conduct.

18 78. There were reasonably available alternatives to further Defendant’s
19 legitimate business interest other than by engaging in the conduct described above.

20 79. Defendant has further violated the UCL’s prohibition on fraudulent
21 business practices by making knowingly, or that which Defendant reasonably
22 should know, false and misleading representations and warranties about its Products
23 which were likely to deceive the consuming public within the meaning of Bus. &
24 Prof. Code § 17200.

25 80. Plaintiff and the California Subclass suffered a substantial injury by
26 virtue of buying Products they would not have purchased absent Defendant’s
27 unlawful, unfair, and fraudulent marketing and advertising about the nature of the
28 Products.

1 they contain fragrance. Defendant's misrepresentations caused injuries to Plaintiff
 2 and the California Subclass because they would not have purchased the Products if
 3 the true facts were known.

4 90. Because Defendant's retention of the non-gratuitous benefits conferred
 5 on it by Plaintiff and the California Subclass is unjust and inequitable, Defendant
 6 must pay restitution to Plaintiff and the California Subclass for its unjust
 7 enrichment, as ordered by the Court.

8 91. Plaintiff and the California Subclass have suffered an injury in fact and
 9 have lost money as a result of Defendant's unjust conduct. They lack an adequate
 10 remedy at law with respect to this claim and are entitled to non-restitutionary
 11 disgorgement of the financial profits that Defendant obtained as a result of its unjust
 12 conduct.

13 **COUNT V** 14 **Fraud**

15 **(On Behalf of the Nationwide Class and California Subclass)**

16 92. Plaintiff incorporates by reference the allegations contained in all
 17 preceding paragraphs of this complaint.

18 93. Plaintiff brings this claim individually and on behalf of the members
 19 of the proposed Nationwide Class and California Subclass against Defendant.

20 94. As discussed above, Defendant provided Plaintiff and Class and
 21 Subclass members with false or misleading material information about the
 22 Products in its marketing, including but not limited to the fact that the Products
 23 were "unscented."

24 95. These misrepresentations were made with knowledge of their
 25 falsehood.

26 96. The misrepresentations made by Defendant in its "unscented"
 27 marketing, upon which Plaintiff and Class and Subclass members reasonably and
 28

1 justifiably relied, were intended to induce, and actually induced Plaintiff and Class
2 and Subclass members to purchase the Product.

3 97. The fraudulent actions of Defendant caused damage to Plaintiff and
4 Class and Subclass members, who are entitled to damages and other legal and
5 equitable relief as a result.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
8 situated, seeks judgment against Defendant, as follows:

- 9 a. For an order certifying the classes and naming Plaintiff as the
10 representative of the classes;
11 b. For an order declaring Defendant's conduct violates the statutes
12 referenced herein;
13 c. For an order finding in favor of Plaintiff and the classes on all counts
14 asserted herein;
15 d. For actual, compensatory, statutory, and/or punitive damages in amounts
16 to be determined by the Court and/or jury;
17 e. For prejudgment interest on all amounts awarded;
18 f. For an order of restitution and all other forms of equitable monetary
19 relief;
20 g. For injunctive relief as pleaded or as the Court may deem proper; and
21 h. For an order awarding Plaintiff and the classes their reasonable attorney
22 fees, expenses, and costs of suit.

23 **JURY TRIAL DEMANDED**

24 Pursuant to Fed. R. Civ. P. 38(b), Plaintiff requests a jury trial on all issues so
25 triable.

26
27 Dated: May 29, 2026

Respectfully submitted,

28 /s/ Brittany S. Scott

SMITH KRIVOSHEY, PC

Yeremey O. Krivoshey (CA Bar No. 295032)

Brittany S. Scott (CA Bar No. 327132)

28 Geary Street, Suite 650 No. 1507

San Francisco, CA 94108

Telephone: 415-839-7077

Facsimile: 888-410-0415

E-Mail: yeremey@skclassactions.com

E-Mail: brittany@skclassactions.com

SMITH KRIVOSHEY, PC

Joel D. Smith (CA Bar No. 244902)

E-Mail: joel@skclassactions.com

867 Boylston Street, 5th Floor, Ste. 1520

Boston, MA 02116

Phone: 617-377-7404

Attorneys for Plaintiff