UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SHELBY COOPER and JEFFREY LIGERMAN, on behalf of themselves, all others similarly situated, and the general public, Plaintiffs, v. LUME DEODORANT, LLC, Defendant.	Case No.: 1:26-cv-5309 CLASS ACTION **CLASS ACTION COMPLAINT FOR CONSUMER FRAUD AND BREACH OF WARRANTIES** DEMAND FOR JURY TRIAL

Plaintiffs SHELBY COOPER and JEFFREY LIGERMAN on behalf of themselves, all others similarly situated, and the general public, by and through their undersigned counsel, bring this action against LUME DEODORANT, LLC (“Lume”), and allege the following upon their own knowledge or, where they lack personal knowledge, upon information and belief, including the investigation of their counsel.

INTRODUCTION

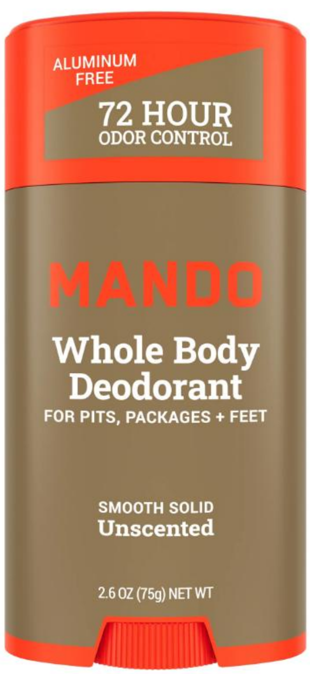
1. Lume manufactures and sells “Unscented” deodorants under two different brand names: Lume, marketed to women, and Mando, marketed to men (the “Products”).

2. Given the prominent front-label “Unscented” representation on each Product, consumers believe the Products are in fact unscented, *i.e.* free of fragrance. Lume’s marketing, however, is false and misleading because the Products actually contain fragrance and are therefore scented.

3. Exemplars of the Products’ labeling are shown on the following page.


72Hr!
ODOR CONTROL
Aluminum Free
Lumē
Whole Body
Deodorant
FOR PITS, PRIVATES & BEYOND
Invisible Cream
Unscented
2.2 OZ (62g) NET WT


72Hr!
ODOR CONTROL
Aluminum Free
Lumē
Whole Body
Deodorant
FOR PITS, PRIVATES & BEYOND
Invisible Cream
Unscented
3.0 OZ (85g) NET WT


ALUMINUM
FREE
72 HOUR
ODOR CONTROL
MANDO
Whole Body
Deodorant
FOR PITS, PACKAGES + FEET
SMOOTH SOLID
Unscented
2.6 OZ (75g) NET WT


ALUMINUM
FREE
72 HOUR
ODOR CONTROL
MANDO
Whole Body
Deodorant
FOR PITS, PACKAGES + FEET
INVISIBLE CREAM
Unscented
3.0 OZ (85g) NET WT

4. Plaintiffs bring this action against Lume on behalf of themselves, similarly situated Class Members, and the general public to enjoin Lume from deceptively marketing the Products as "Unscented," and to recover compensation for injured Class Members.

THE PARTIES

5. Plaintiff Shelby Cooper presently resides and intends to continue to reside in Riverside County, California. Accordingly, she is a citizen of the State of California.

6. Plaintiff Jeffrey Ligerman presently resides and intends to continue to reside in Los Angeles County, California. Accordingly, he is a citizen of the State of California.

7. Defendant Lume is a Delaware corporation with its principal place of business in New York, New York. Lume distributes and markets the Products nationwide, including in California.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), the Class Action Fairness Act, because the matter in controversy exceeds $5,000,000 exclusive of interest and costs, and at least one member of the class is a citizen of a state different from Defendant. In addition, more than two-thirds of the class members reside in states other than the state in which Defendant is a citizen and in which this case is filed, and therefore any exceptions to jurisdiction under 28 U.S.C. § 1332(d) do not apply.

9. The Court has personal jurisdiction over Lume because Lume has its headquarters in New York and has purposely availed itself of the benefits and privileges of conducting business activities within New York.

10. Venue is proper pursuant to 28 U.S.C. § 1391(b) and (c), because Defendant resides (*i.e.*, is subject to personal jurisdiction) in this district.

FACTS

I. Lume Falsely Markets Deodorants Containing Fragrance as "Unscented"

11. Consumer demand for unscented skincare and hygiene products has grown drastically in recent years, driven by heightened awareness of health and ingredient safety issues.

12. "According to an NIH study, the ingredients in fragrance can have adverse effects on health. Components and contaminants in fragrances can cause allergies, breast cancer, reproductive disorders, skin allergies, nervous system damage and migraine headaches. This emerging knowledge has fueled the desire for a more natural and gentle skincare routine, and the demand for unscented products."[1]

13. Moreover, "[s]ensitive skin is on the rise: Studies suggest that over 50% of adults report skin sensitivity."[2] Unscented products are particularly beneficial for the many consumers with skin sensitivities, allergies, respiratory disorders, or who are otherwise sensitive to perfumes. Unscented products minimize these risks and provide a safer, more desirable option for many consumers.

14. Dermatologists identify fragrance as a common skin irritant that should be avoided by those with sensitive skin.[3] This is because "[m]any fragrances contain allergens that can trigger

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[1] https://livnature.com/blogs/news/growing-popularity-of-unscented-products-here-s-why (citing Zahra Kazemi et al., *Evaluation of pollutants in perfumes, colognes and health effects on the consumer: a systematic review*, J. ENVIRON. HEALTH SCI. ENG., Vol. 20, No. 1, pp. 589-98 (Feb. 3, 2022)).

[2] https://terra-tory.com/blogs/terra-haus/think-fragrance-free-doesn-t-sell-the-market-says-otherwise.

[3] *See*, *e.g.*, Andrea McLin, MPAS, PA-C, *Sensitive Skin? Avoid These 8 Common Irritants in Products You Use Daily*, Epiphany Dermatology, *available at* https://www.epiphanydermatology.com/medical-dermatology/sensitive-skin; Dr. Levy, *Navigating Sensitive Skin Fragrance Free Products That Actually Deliver*, Dermatology of Seattle & Bellevue (Sep. 23, 2025), *available at* https://dermatologyseattle.com/navigating-sensitive-skin-fragrance-free-products-that-actually-deliver.

reactions. Opting for fragrance-free options helps minimize the risk of irritation and keeps your skin calm and healthy."[4]

15. Even those without fragrance sensitivities sometimes wish to avoid fragrance due to the sensitivities of those around them, including workplace policies that prohibit the use of scented products.

16. Other consumers may want unscented deodorant so that it does not interfere with the fragrance of their perfume or cologne of choice.

17. Many consumers are thus willing to pay more for products that are unscented, *i.e.* free of fragrance. Unsurprisingly, consumers believe products labeled "Unscented" will be in fact unscented, *i.e.* free of fragrance.

18. As a sophisticated marketing company that studies consumer demand, Lume is aware of this strong consumer preference and capitalizes on it by marketing and labeling the Products as "Unscented."

19. Lume's claims that the Products are "Unscented" are false and misleading, however, because the Products contain "Floral Pyranol."

20. "Floral Pyranol" is "a synthetic aroma chemical" known "for its unique scent profile" and "distinctive contribution to floral fragrances[.]"[5]

21. By falsely labeling the Products "Unscented" when they are formulated with added fragrance, Lume chose to increase its profits at the expense of consumer trust.

22. Because the Products are prominently labeled as "Unscented," reasonable consumers usually do not—particularly prior to purchase—read the fine-print ingredients that

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[4] *Id.*

[5] https://www.nbinno.com/article/fragrance-ingredients/role-floral-pyranol-modern-fragrance-creation-jq.

include "floral pyranol" in the midst of a long list of unfamiliar compounds like "Isoamyl Laurate," "Dimethicone," "Cetearyl Glucoside," "PentyleneGlycol," "Phenylpropanol," "Dipropylene Glycol," and "Tetrasodium Glutamate Diacetate," among others.[6]

[6] The "Ingredients" listed on the Mando Unscented Deodorants are identical to those shown for Lume.

23. Moreover, average consumers do not know what "floral pyranol" is, such that reading the ingredient list is insufficient to inform them that the Products contain fragrance and are therefore scented.

24. One "clean beauty expert,"[7] however, has noted "the potentially harmful ingredients of hidden synthetic fragrance in their unscented deodorant," stating "[t]he one that bugs me the most is they have hidden synthetic masking fragrance, because I'm sure a lot of people pick their unscented deodorant thinking they're avoiding fragrance. I find it impossible to trust a company who would do this."[8]

II. Plaintiffs' Purchases, Reliance, and Injury

25. Plaintiff Shelby Cooper purchased the stick variety of Lume Unscented Deodorant during the Class Period, with her last purchase in approximately January 2026. Ms. Cooper made her purchases from stores such as Walmart in Riverside, California.

26. When purchasing the Product, Ms. Cooper was searching for a deodorant that was free of fragrance. In purchasing the Product, Ms. Cooper was exposed to, read, and relied on the label, including that the Product is "Unscented," which Ms. Cooper reasonably understood to mean free of fragrance. Ms. Cooper did not notice "floral pyranol" in the fine-print ingredient list.

27. Plaintiff Jeffrey Ligerman purchased Mando Unscented Deodorant during the Class Period, with his last purchase approximately three months ago. Mr. Ligerman often made his purchases online from shopmando.com.

28. When purchasing the Product, Mr. Ligerman was searching for a deodorant that was free of fragrance. In purchasing the Product, Mr. Ligerman was exposed to, read, and relied

[7] https://organicbeautylover.com/about.

[8] https://organicbeautylover.com/skin/lume-deodorant-review.

on the label, including that the Product is "Unscented," which Mr. Ligerman reasonably understood to mean free of fragrance. Mr. Ligerman did not notice fragrance in the fine-print ingredient list when purchasing the product.

29. Plaintiffs acted reasonably in relying on Lume's "Unscented" representations, which Lume intentionally placed on the Products' labeling with the intent to induce average consumers into purchasing the Products.

30. Because the Products contain fragrance, they are not unscented or fragrance-free. Instead of receiving products that were unscented and free of fragrance, Plaintiffs received Products that contained added fragrance.

31. The Products cost more than similar products without misleading labeling and would have cost less absent Lume's false and misleading statements.

32. Through the misleading labeling claims, Lume was able to gain a greater share of deodorant market than it would have otherwise and to increase the size of the market.

33. Plaintiffs paid more for the Products, and would only have been willing to pay less, or unwilling to purchase them at all, absent the false and misleading labeling complained of herein.

34. For these reasons, the Products were worth less than what Plaintiffs and other Class Members paid for them.

35. Plaintiffs and other Class Members lost money as a result of Lume's deceptive claims and practices in that they did not receive what they paid for when purchasing the Products.

36. Plaintiffs still wish to purchase unscented products. They continue to see the Products at stores where they shop. Plaintiffs would purchase the Products in the future if they

were truly "Unscented," but as lay consumers, Plaintiffs may be unable to determine that in the future absent an injunction.

37. Plaintiffs' substantive right to a marketplace free of fraud, where they are entitled to rely with confidence on representations made by Lume, continues to be violated every time they are exposed to the Products' misleading labeling claims.

38. Plaintiffs legal remedies are inadequate to prevent these future injuries.

CLASS ACTION ALLEGATIONS

39. While reserving the right to redefine or amend the class definition prior to or as part of a motion seeking class certification, pursuant to Federal Rule of Civil Procedure 23, Plaintiffs seek to represent a class of all persons in the United States (the "Class") and a subclass of all persons in California (the "California Subclass") who purchased any of the Products for personal or household use during the four years preceding the date of the filing of this Complaint to the time a class is notified (the "Class Period").

40. The Members in the proposed Class and Subclass are so numerous that individual joinder of all Members is impracticable, and the disposition of the claims of all Class Members in a single action will provide substantial benefits to the parties and Court.

41. Questions of law and fact common to Plaintiffs and the Class (or California Subclass) include:

a. whether Lume's "Unscented" labeling and advertising was material, or likely to be material, to a reasonable consumer, or whether Lume had reason to believe that it was;

b. whether the Products contain added fragrance;

c. whether, due to the Products' fragrance content, the challenged labeling is false, misleading, or reasonably likely to deceive a reasonable consumer;

d. whether Lume's conduct is unfair or violates public policy;

e. whether Lume's conduct violates California or federal cosmetics statutes or regulations;

f. whether Lume made and breached warranties;

g. the proper amount of damages, including punitive damages;

h. the proper amount of restitution; and

i. the proper scope of injunctive relief.

42. These common questions of law and fact predominate over questions that affect only individual Class Members.

43. Plaintiffs' claims are typical of other Class Members' claims because they are based on the same underlying facts, events, and circumstances relating to Lume's conduct. Specifically, all Class Members, including Plaintiffs, were subjected to the same misleading and deceptive conduct when they purchased the Products and suffered economic injury because the Products are misrepresented.

44. Plaintiffs will fairly and adequately represent and protect the interests of the Class, have no interests incompatible with the interests of the Class, and have retained counsel competent and experienced in class action litigation, and specifically in litigation involving the false and misleading advertising of consumer goods.

45. Class treatment is superior to other options for resolution of the controversy because the relief sought for each Class Member is small, such that, absent representative litigation, it would be infeasible for Class Members to redress the wrongs done to them.

46. Lume has acted on grounds applicable to the Class, thereby making appropriate final injunctive and declaratory relief concerning the Class as a whole.

47. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3).

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*

(On Behalf of the California Subclass)

50. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as if set forth fully herein.

51. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

52. The acts, misrepresentations and practices alleged herein constitute business acts and practices.

Fraudulent

53. A statement or practice is fraudulent under the UCL if it is likely to deceive a significant portion of the public, applying an objective reasonable consumer test.

54. As set forth herein, Lume's labeling and marketing of the Products as "Unscented" is likely to deceive reasonable consumers and the public.

Unlawful

55. The acts alleged herein are "unlawful" under the UCL in that they violate at least the following laws:

a. The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.* ("FAL");

b. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq*. ("CLRA");

c. The California Commercial Code, Cal. Com. Code §§ 2313(1), 2314;

d. The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.* ("FFDCA"), which states that "A cosmetic shall be deemed to be misbranded . . . [i]f its labeling is false or misleading in any particular," *id.* § 362; and

e. The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code §§ 110100 *et seq.* (the "Sherman Law"), which states "Any cosmetic is misbranded if its labeling is false or misleading in any particular," *id.* § 111730.

Unfair

56. Lume's conduct with respect to the labeling, advertising, and sale of the Products was unfair because Lume's conduct was immoral, unethical, unscrupulous, or substantially injurious to consumers, and the utility of its conduct, if any, does not outweigh the gravity of the harm to its victims.

57. Lume's conduct with respect to the labeling, advertising, and sale of the Products was and is also unfair because it violates public policy as declared by specific constitutional, statutory or regulatory provisions, including but not necessarily limited to the FAL, CLRA, California Commercial Code, FFDCA, and Sherman Law.

58. Lume's conduct with respect to the labeling, advertising, and sale of the Products was and is also unfair because the consumer injury was substantial, not outweighed by benefits to consumers or competition, and not one consumers themselves could reasonably have avoided.

Specifically, the increase in profits obtained by Lume through the misleading labeling does not outweigh the harm to Plaintiff and other California Subclass Members who were deceived into purchasing the Products believing they were unscented and therefore free of fragrance, when in fact they contain fragrance and are thus scented.

59. Lume's conduct is particularly unfair in light of the skin sensitivities that often lead people to seek out unscented products who are then unknowingly exposed to an increased risk of skin and respiratory irritation.

60. Lume profited from the sale of the falsely, deceptively, and unlawfully advertised Products to unwary consumers.

61. Plaintiffs and other California Subclass Members are likely to continue to be damaged by Lume's deceptive trade practices, because Lume continues to disseminate misleading information and the Products continue to command a price premium in the marketplace as a result of Lume's deceptive practices. Thus, injunctive relief enjoining Lume's deceptive practices is proper.

62. Lume's conduct caused and continues to cause substantial injury to Plaintiffs and other California Subclass Members. Plaintiffs have suffered injury in fact as a result of Lume's unlawful conduct.

63. In accordance with Bus. & Prof. Code § 17203, Plaintiffs seek an order enjoining Lume from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices, and to commence a corrective advertising campaign.

64. Plaintiffs also seek an order for the restitution of all monies from the sale of the Products, which were unjustly acquired through acts of unlawful competition.

65. Because Plaintiffs' claims under the UCL sweep more broadly than their claims under the CLRA, Plaintiffs' legal remedies are inadequate to fully compensate Plaintiffs and other California Subclass Members for all of Lume's challenged behavior.

SECOND CAUSE OF ACTION

Violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*

(On Behalf of the California Subclass)

66. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as if set forth fully herein.

67. The FAL provides that "[i]t is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services" to disseminate any statement "which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading." Cal. Bus. & Prof. Code § 17500.

68. As alleged herein, the advertisements, labeling, policies, acts, and practices of Lume relating to the Products were likely to mislead consumers acting reasonably.

69. Plaintiffs suffered injury in fact as a result of Lume's actions as set forth herein because they purchased the Products in reliance on Lume's false and misleading marketing claims stating or suggesting that the Products are unscented and fragrance free.

70. Lume's business practices as alleged herein constitute unfair, deceptive, untrue, and misleading advertising pursuant to the FAL because Lume has advertised the Products in a manner that is untrue and misleading, which Lume knew or reasonably should have known.

71. Lume profited from the sale of the falsely and deceptively advertised Products to unwary consumers.

72. As a result, Plaintiffs, the class, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Lume was unjustly enriched.

73. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs, on behalf of themselves and the California Subclass, seek an order enjoining Lume from continuing to engage in deceptive business practices, false advertising, and any other act prohibited by law.

74. Because the Court has broad discretion to award restitution under the FAL and could, when assessing restitution under the FAL, apply a standard different than that applied to assessing damages under the CLRA, and restitution is not limited to returning to Plaintiffs and California Subclass Members monies in which they have an interest, but more broadly serves to deter the offender and others from future violations, the legal remedies available under the CLRA and commercial code are more limited than the equitable remedies available under the FAL, and are therefore inadequate.

THIRD CAUSE OF ACTION

Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

(On Behalf of the California Subclass)

75. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as if set forth in full herein.

76. The CLRA prohibits deceptive practices in connection with the conduct of a business that provides goods, property, or services primarily for personal, family, or household purposes.

77. Lume's false and misleading labeling and other policies, acts, and practices were designed to, and did, induce the purchase and use of the Products for personal, family, or

household purposes by Plaintiffs and California Subclass Members, and violated and continue to violate the following sections of the CLRA:

a. § 1770(a)(5): representing that goods have characteristics, uses, or benefits which they do not have;

b. § 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another;

c. § 1770(a)(9): advertising goods with intent not to sell them as advertised; and

d. § 1770(a)(16): representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.

78. Lume profited from the sale of the falsely, deceptively, and unlawfully advertised Products to unwary consumers.

79. Lume's wrongful business practices constituted, and constitute, a continuing course of conduct in violation of the CLRA.

80. Plaintiffs and other California Subclass Members have suffered harm and presently seek injunctive relief, restitution, and attorneys' fees and costs.

FOURTH CAUSE OF ACTION

Breaches of Express Warranties, Cal. Com. Code § 2313(1)

(On Behalf of the California Subclass)

81. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as if set forth in full herein.

82. Through the Products' labeling, Lume made affirmations of fact or promises, or description of goods, that the Products are "Unscented."

83. These representations were "part of the basis of the bargain," in that Plaintiffs and the Class purchased the Products in reasonable reliance on those statements. Cal. Com. Code § 2313(1).

84. Lume breached its express warranties by selling Products that contain added fragrance and are therefore not unscented.

85. That breach actually and proximately caused injury in the form of the lost purchase price that Plaintiffs and other Class Members paid for the Products.

86. As a result, Plaintiffs seek, on behalf of themselves and other Class Members, actual damages arising as a result of Lume's breaches of express warranty, including, without limitation, expectation damages.

FIFTH CAUSE OF ACTION

Breach of Implied Warranty of Merchantability, Cal. Com. Code § 2314

(On Behalf of the California Subclass)

87. Plaintiffs reallege and incorporates the allegations elsewhere in the Complaint as if set forth fully herein.

88. Lume is a merchant with respect to the goods of this kind which were sold to Plaintiffs and the Class, and there were, in the sale to Plaintiffs and the Class, implied warranties that those goods were merchantable.

89. Lume, through its acts set forth herein, in the sale, marketing, and promotion of the Products made representations, that the Products are "Unscented."

90. However, Lume breached that implied warranty because the Products contain fragrance and are therefore not unscented.

91. As an actual and proximate result of Lume's conduct, Plaintiffs and the Class did not receive goods as impliedly warranted by Lume to be merchantable in that they did not conform to promises and affirmations made on the container or label of the goods.

92. As a result, Plaintiffs seek actual damages, including, without limitation, expectation damages.

SIXTH CAUSE OF ACTION

Fraud

(On Behalf of the Class)

93. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as if set forth in full herein.

94. In representing that the Products are "Unscented," Lume provided Plaintiffs and other Class Members with false and misleading material information about the Products.

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

96. Lume intended to induce and actually induced Plaintiffs and other Class Members to purchase the Products.

97. Plaintiffs and other Class Members acted reasonably and justifiably in relying on Lume's representations that the Products are "Unscented."

98. The fraudulent actions of Lume caused damage to Plaintiffs and other Class Members, who are entitled to damages and other legal and equitable relief as a result.

PRAYER FOR RELIEF

99. Wherefore, Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, pray for judgment against Lume as to each and every cause of action, and the following remedies:

a. An Order declaring this action to be a proper class action, appointing Plaintiffs as Class Representatives, and appointing Plaintiffs' undersigned counsel as Class Counsel;

b. An Order requiring Lume to bear the cost of Class Notice;

c. An Order requiring Lume to disgorge all monies, revenues, and profits obtained by means of any wrongful act or practice;

d. An Order requiring Lume to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or practice, or untrue or misleading advertising, plus pre-and post-judgment interest thereon;

e. An Order requiring Lume to pay compensatory and punitive damages as permitted by law;

f. An award of attorneys' fees and costs; and

g. Any other and further relief that Court deems necessary, just, or proper.

JURY DEMAND

100. Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: June 24, 2026

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