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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BILL MEREWHUADER, on behalf of
himself, all others similarly situated, and the
general public,

Plaintiff,

v.

TOM'S OF MAINE, INC.,

Defendant.

Case No.: 2:26-cv-7263

CLASS ACTION

**COMPLAINT FOR CONSUMER
FRAUD, BREACH OF
WARRANTIES, AND UNJUST
ENRICHMENT**

DEMAND FOR JURY TRIAL

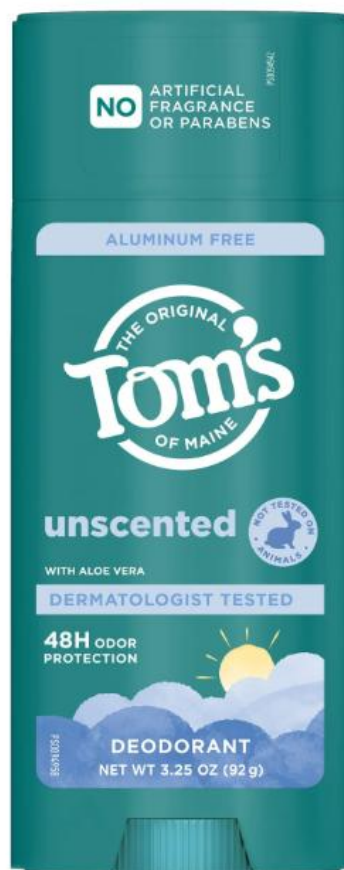
Plaintiff BILL MEREWUADER on behalf of himself, all others similarly situated, and the general public, by and through his undersigned counsel, brings this action against TOM'S OF MAINE, INC. ("Tom's" or "Defendant"), and alleges the following upon his own knowledge or, where he lacks personal knowledge, upon information and belief, including the investigation of his counsel.

INTRODUCTION

- Tom's manufactures and sells "unscented" deodorant (the "Product").



*Front Label Until
Approximately December 2025*



*Front Label Beginning in
Approximately January 2026*

Given the Product's prominent front-label "unscented" representation, consumers believe the Product is in fact unscented, *i.e.* free of fragrance. Defendant's marketing, however, is false and misleading because the Product actually contains fragrance and is therefore scented.

3. Plaintiff brings this action against Tom's on behalf of himself, similarly situated Class Members, and the general public to enjoin Tom's from deceptively marketing the Product as "Unscented," and to recover compensation for injured Class Members.

THE PARTIES

4. Plaintiff Bill Merewhuader presently resides and intends to continue to reside in Los Angeles County, California. Accordingly, he is a citizen of the State of California.

5. Defendant Tom's of Maine, Inc. is a Maine corporation with its principal place of business in Kennebunk, Maine. Tom's distributes and markets the Product nationwide, including in California.

JURISDICTION AND VENUE

6. 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.

7. The Court has personal jurisdiction over Tom's because it has purposely availed itself of the benefits and privileges of conducting business activities within California, including by marketing, distributing, and selling the Product in California.

8. 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, and because a substantial part of the events giving rise to the claims occurred in this district.

FACTS

I. Tom's Falsely Markets Deodorants Containing Fragrance as "Unscented"

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

10. “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

11. 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.

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

13. 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.

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>.

⁴ *Id.*

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

3 15. Many consumers are thus willing to pay more for products that are unscented,
4 *i.e.* free of fragrance. Unsurprisingly, consumers believe products labeled “unscented” will
5 be in fact unscented, *i.e.* free of fragrance.

6 16. As a sophisticated marketing company that studies consumer demand, Tom’s is
7 aware of this strong consumer preference and capitalizes on it by marketing and labeling the
8 Product as “Unscented.”

9 17. That Tom’s intends for and knows consumers read “unscented” as meaning free
10 of fragrance is demonstrated by its online marketing of the Product, where it states
11 “UNSCENTED: Available in an unscented option for those who prefer a fragrance-free
12 experience.”⁵

13 18. Defendant’s “unscented” representation is false and misleading, however,
14 because the Product contains Cymbopogon flexuosus oil, more commonly known as
15 lemongrass oil, which has a “strong” “earthy, citrus scent.”⁶

16 19. Tom’s acknowledges that Cymbopogon oil is an added fragrance by listing it in
17 an online Fragrance Disclosure.⁷

18 20. By falsely labeling the Product “unscented” when it is formulated with added
19 fragrance, Tom’s chose to increase its profits at the expense of consumer trust.

21
22 ⁵ <https://www.tomsofmaine.com/products/unscented-deodorant>.

23 ⁶ See <https://www.bulkapothecary.com/lemongrass-essential-oil>.

24 ⁷ See <https://www.tomsofmaine.com/pages/fragrance-disclosure>. Although the Fragrance
25 Disclosure lists Cymbopogon *Schoenanthus* Oil, rather than Cymbopogon *flexuosus* oil, both
26 are oils from the Cymbopogon plant—the scientific genus name for the group of fragrant
27 grasses known as lemongrass—and both have citrusy aromas. Tom’s links to the Fragrance
28 Disclosure on the Product’s individual webpage, demonstrating that the Fragrance Disclosure
applies to the Product. See <https://www.tomsofmaine.com/products/unscented-deodorant>
(providing a link to the Fragrance Disclosure immediately beneath “Ingredients” and not
otherwise listing any Cymbopogon oil as a Product ingredient).

21. Further, while many consumers prefer “unscented” products due to skin sensitivities, skincare guidance notes that Cymbopogon flexuosus oil’s “fragrance/volatile compounds pose a risk of irritation to skin,” which “can range from noticeable redness, itchiness, and breakout-like rashes to less visible effects like a weakened skin barrier[.]”⁸

22. Because the Product is prominently and unambiguously labeled as “unscented,” reasonable consumers usually do not—particularly prior to purchase—read the fine-print ingredients that include Cymbopogon oil at the end of a list of compounds like methylheptylglycerin and glyceryl laurate propanediol, among others.



*Back Label Until
Approximately December 2025*



*Back Label Beginning in
Approximately January 2026*

⁸ See, e.g., <https://www.paulaschoice.com/ingredient-dictionary/ingredient-cymbopogon-flexuosus-oil.html>.

1 23. Moreover, even if they did, average consumers do not know what Cymbopogon
2 flexuosus oil is. Reading the ingredient list is thus insufficient to inform them the Product
3 contains fragrance and is therefore *not* unscented.

4 24. Consumers purchasing the Product through Tom’s website, which includes a
5 link to its Fragrance Disclosure, are unlikely to ever see the link, much less click on, scroll
6 through the list of products, read it, and understand its import.

7 25. First, to see the link, users would have to scroll past the Product image with the
8 prominent “unscented” representation, a list of Product descriptors including the statement
9 “UNSCENTED: Available in an unscented option for those who prefer a fragrance-free
10 experience,” Product purchase options, and the “Add to cart” button, before ever seeing the
11 link to “Read our fragrance disclosure list.” *See Exhibit A* (webpage printout). Most
12 consumers are unlikely to do so, particularly since they are able to complete their purchases
13 without even being exposed to the Fragrance Disclosure. *See id.*

14 26. Second even the few consumers that see, click on, and read through the
15 Fragrance Disclosure may not understand its import since it lists Cymbopogon Schoenanthus
16 Oil, which average consumers likely do not know is functionally equivalent to Cymbopogon
17 flexuosus oil. That Defendant does not list and explain the function of Cymbopogon oil in
18 the section of the webpage detailing the Product’s other ingredients (as shown below), only
19 adds to the confusion.

20 27. Nothing about the Product labeling changes in approximately January 2026
21 alleviate the consumer confusion caused by Tom’s “unscented” representation. The added
22 “No Artificial Fragrance or Parabens” statement was made on every scent of Tom’s
23 deodorants (as shown on the following page) and is thus viewed as a brand feature, not as a
24 clarification or caveat to Tom’s unambiguous “unscented” representation. Instead, purchasers
25 of the Product see the statement as reinforcing or confirming Tom’s “unscented”
26 representation.



Wild Lavender Aluminum Free Deodorant

Aluminum free
3.25 oz

\$7.99

Add to cart



Clean Coast Aluminum Free Deodorant

Aluminum free
3.25 oz

\$9.99

Add to cart



Unscented Aluminum Free Deodorant

Aluminum free
3.25 oz

\$9.99

Add to cart

II. Plaintiff's Purchases, Reliance, and Injury

28. Beginning in around early 2025 Plaintiff regularly purchased the Product, with his last purchase in approximately June 2026. Plaintiff made his purchases from stores such as CVS in Lancaster, California.

29. When purchasing the Product, Plaintiff was searching for a deodorant that was free of fragrance. In purchasing the Product, Plaintiff was exposed to, read, and relied on the representation that the Product is "Unscented," which Plaintiff reasonably understood to mean free of fragrance. Plaintiff did not notice Cymbopogon flexuosus oil in the fine-print ingredient list. Even if he had, he would not have understood this ingredient to be fragrance.

30. Plaintiff acted reasonably in relying on Defendant's "unscented" representation, which Defendant intentionally placed on the Product's labeling with the intent to induce average consumers into purchasing the Product.

31. Because the Product contains fragrance, it is not unscented or fragrance-free. Instead of receiving a product that was unscented and free of fragrance, Plaintiff received a Product that was scented because it contained added fragrance.

32. The Product cost more than similar products without misleading labeling and would have cost less absent Defendant's false and misleading statements.

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

34. Plaintiff paid more for the Product, and would only have been willing to pay less, or unwilling to purchase it at all, absent the false and misleading labeling complained of herein.

35. For these reasons, the Product was worth less than what Plaintiff and other Class Members paid for it.

36. Plaintiff and other Class Members lost money as a result of Tom's deceptive claims and practices in that they did not receive what they paid for when purchasing the Product.

37. Plaintiff still wishes to purchase unscented products. He continues to see the Product at stores where he shops. Plaintiff would purchase the Product in the future if it was truly "Unscented," but as a lay consumer, Plaintiff may be unable to determine that in the future absent an injunction.

38. Plaintiff's substantive right to a marketplace free of fraud, where he is entitled to rely with confidence on representations made by Tom's, continues to be violated every time they are exposed to the Product's misleading labeling claims.

39. Plaintiff's legal remedies are inadequate to prevent these future injuries.

CLASS ACTION ALLEGATIONS

40. 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, Plaintiff seeks 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 the Product

1 for personal or household use during the four years preceding the date of the filing of this
2 Complaint to the time a class is notified (the “Class Period”).

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

6 42. Questions of law and fact common to Plaintiff and the Class (or California
7 Subclass) include:

8 a. whether Defendant’s “unscented” labeling and advertising was material,
9 or likely to be material, to a reasonable consumer, or whether Defendant had reason to
10 believe that it was;

11 b. whether the Product contains added fragrance;

12 c. whether, due to the Product’s fragrance content, the challenged labeling
13 is false, misleading, or reasonably likely to deceive a reasonable consumer;

14 d. whether Tom’s conduct is unfair or violates public policy;

15 e. whether Tom’s conduct violates California or federal cosmetics statutes
16 or regulations;

17 f. whether Tom’s made and breached warranties;

18 g. whether Tom’s was unjustly enriched;

19 h. the proper amount of damages, including punitive damages;

20 i. the proper amount of restitution; and

21 j. the proper scope of injunctive relief.

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

24 44. Plaintiff’s claims are typical of other Class Members’ claims because they are
25 based on the same underlying facts, events, and circumstances relating to Tom’s conduct.
26 Specifically, all Class Members, including Plaintiff, were subjected to the same misleading
27 and deceptive conduct when they purchased the Product and suffered economic injury
28 because the Product is misrepresented.

1 45. Plaintiff will fairly and adequately represent and protect the interests of the
 2 Class, has no interests incompatible with the interests of the Class, and has retained counsel
 3 competent and experienced in class action litigation, and specifically in litigation involving
 4 the false and misleading advertising of consumer goods.

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

8 47. Tom's has acted on grounds applicable to the Class, thereby making appropriate
 9 final injunctive and declaratory relief concerning the Class as a whole.

10 48. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P.
 11 23(a), 23(b)(2), and 23(b)(3).

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

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

15 **(On Behalf of the California Subclass)**

16 50. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
 17 as if set forth fully herein.

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

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

22 **Fraudulent**

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

25 54. As set forth herein, because the Product contains fragrance, Tom's labeling and
 26 marketing of the Product as "unscented" is likely to deceive reasonable consumers and the
 27 public.
 28

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. Tom’s conduct with respect to the labeling, advertising, and sale of the Product was unfair because Tom’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. Tom’s conduct with respect to the labeling, advertising, and sale of the Product 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. Tom’s conduct with respect to the labeling, advertising, and sale of the Product 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 Tom’s through the misleading labeling does not outweigh the harm to Plaintiff and other California Subclass Members who

1 were deceived into purchasing the Product believing it was unscented and therefore free of
2 fragrance, when in fact it contains fragrance and is thus scented.

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

6 60. Tom's profited from the sale of the falsely, deceptively, and unlawfully
7 advertised Product to unwary consumers.

8 61. Plaintiff and other California Subclass Members are likely to continue to be
9 damaged by Defendant's deceptive trade practices, because Tom's continues to disseminate
10 misleading information and the Product continues to command a price premium in the
11 marketplace as a result of Tom's deceptive practices. Thus, injunctive relief enjoining Tom's
12 deceptive practices is proper.

13 62. Tom's conduct caused and continues to cause substantial injury to Plaintiff and
14 other California Subclass Members. Plaintiff has suffered injury in fact as a result of Tom's
15 unlawful conduct.

16 63. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining
17 Tom's from continuing to conduct business through unlawful, unfair, and/or fraudulent acts
18 and practices, and to commence a corrective advertising campaign.

19 64. Plaintiff also seeks an order for the restitution of all monies from the sale of the
20 Product, which were unjustly acquired through acts of unlawful competition.

21 65. Because Plaintiff's claims under the UCL sweep more broadly than their claims
22 under the CLRA, Plaintiff's legal remedies are inadequate to fully compensate Plaintiff and
23 other California Subclass Members for all of Defendant'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. Plaintiff realleges and incorporates 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 Tom’s relating to the Product were likely to mislead consumers acting reasonably.

69. Plaintiff suffered injury in fact as a result of Tom’s actions as set forth herein because they purchased the Product in reliance on Tom’s false and misleading marketing claims stating or suggesting that the Product is unscented and fragrance free.

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

71. Tom’s profited from the sale of the falsely and deceptively advertised Product to unwary consumers.

72. As a result, Plaintiff, the California Subclass, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Tom’s was unjustly enriched.

73. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of himself and the California Subclass, seek an order enjoining Tom’s 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

1 to assessing damages under the CLRA, and restitution is not limited to returning to Plaintiff
2 and California Subclass Members monies in which they have an interest, but more broadly
3 serves to deter the offender and others from future violations, the legal remedies available
4 under the CLRA and commercial code are more limited than the equitable remedies available
5 under the FAL, and are therefore inadequate.

6 **THIRD CAUSE OF ACTION**

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

8 **(On Behalf of the California Subclass)**

9 75. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
10 as if set forth in full herein.

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

14 77. Tom's false and misleading labeling and other policies, acts, and practices were
15 designed to, and did, induce the purchase and use of the Product for personal, family, or
16 household purposes by Plaintiff and California Subclass Members, and violated and continue
17 to violate the following sections of the CLRA:

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

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

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

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

26 78. Tom's profited from the sale of the falsely, deceptively, and unlawfully
27 advertised Product to unwary consumers.

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

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

5 81. Pursuant to California Civil Code § 1782, Plaintiff notified Tom's in writing of
6 the particular violations of the CLRA and demanded it correct the actions described herein.
7 If Tom's does not implement remedial measures within 30 days of notice, Plaintiff intends to
8 amend her Complaint to seek actual and punitive damages.

9 82. In compliance with Cal. Civ. Code § 1780(d), an affidavit of venue is filed
10 concurrently herewith.

11 **FOURTH CAUSE OF ACTION**

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

13 **(On Behalf of the California Subclass)**

14 83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
15 as if set forth in full herein.

16 84. Through the Product's labeling, Tom's made an affirmation of fact or promise,
17 or description of goods, that the Product is "Unscented."

18 85. These representations were "part of the basis of the bargain," in that Plaintiff
19 and the California Subclass purchased the Product in reasonable reliance on those statements.
20 Cal. Com. Code § 2313(1).

21 86. Tom's breached its express warranties by selling a Product that contains added
22 fragrance and is therefore not unscented.

23 87. That breach actually and proximately caused injury in the form of the lost
24 purchase price that Plaintiff and other California Subclass Members paid for the Product.

25 88. As a result, Plaintiff seeks, on behalf of himself and other Class Members, actual
26 damages arising as a result of Tom's breaches of express warranty, including, without
27 limitation, expectation damages.
28

FIFTH CAUSE OF ACTION

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

(On Behalf of the California Subclass)

89. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth fully herein.

90. Tom's is a merchant with respect to the goods of this kind which were sold to Plaintiff and the California Subclass, and there were, in the sale to Plaintiff and the California Subclass, implied warranties that those goods were merchantable.

91. Tom's, through its acts set forth herein, in the sale, marketing, and promotion of the Product made representations, that the Product is "Unscented."

92. However, Tom's breached that implied warranty because the Product contains fragrance and is therefore not unscented.

93. As an actual and proximate result of Tom's conduct, Plaintiff and the California Subclass did not receive goods as impliedly warranted by Tom's to be merchantable in that they did not conform to promises and affirmations made on the container or label of the goods.

94. As a result, Plaintiff seeks actual damages, including, without limitation, expectation damages.

SIXTH CAUSE OF ACTION

Unjust Enrichment

(On Behalf of the Class)

95. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if fully set forth herein.

96. Plaintiff and Class Members conferred upon Tom's an economic benefit, in the form of profits resulting from the purchase and sale of the Product.

97. Tom's financial benefits resulting from their unlawful and inequitable conduct are economically traceable to Plaintiff's and Class Members' purchases of the Product and the economic benefits conferred on Tom's are a direct and proximate result of its unlawful and inequitable conduct.

1 98. It would be inequitable, unconscionable, and unjust for Tom's to be permitted
 2 to retain these economic benefits because the benefits were procured as a direct and proximate
 3 result of its wrongful conduct.

4 99. As a result, Plaintiff and Class Members are entitled to equitable relief including
 5 restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits
 6 which may have been obtained by Tom's as a result of such business practices.

7 **PRAYER FOR RELIEF**

8 100. Wherefore, Plaintiff, on behalf of himself, all others similarly situated, and the
 9 general public, prays for judgment against Tom's as to each and every cause of action, and
 10 the following remedies:

11 a. An Order declaring this action to be a proper class action, appointing
 12 Plaintiff as Class Representative, and appointing Plaintiff's undersigned counsel as
 13 Class Counsel;

14 b. An Order requiring Tom's to bear the cost of Class Notice;

15 c. An Order requiring Tom's to disgorge all monies, revenues, and profits
 16 obtained by means of any wrongful act or practice;

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

21 e. An Order requiring Tom's to pay compensatory and punitive damages as
 22 permitted by law;

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

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

25 **JURY DEMAND**

26 101. Plaintiff hereby demands a trial by jury on all issues so triable.

27
 28 Dated: July 2, 2026

/s/ Melanie R. Monroe

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