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*Attorneys for Plaintiff and the Putative
Classes*

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

Jennifer Huggins, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

Markwins Beauty Products, Inc.,

Defendant.

CASE NO.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Jennifer Huggins (“Plaintiff”), on behalf of herself and all others similarly
2 situated, by and through her attorneys, brings this Class Action Complaint against
3 Markwins Beauty Products, Inc. (“Defendant”), based upon personal knowledge as to
4 herself, and upon information, investigation and belief of her counsel.

5 **INTRODUCTION**

6 1. This class action seeks to challenge Defendant’s false and deceptive
7 practices in the marketing of its Lip Smacker Lip products on Amazon.com
8 (collectively, the “Products”).¹

9 2. As depicted and further outlined below, the Products are prominently
10 advertised as being “Vegan” on their respective Amazon.com Product listings. The
11 term “vegan” communicates to reasonable consumers that a product does not contain
12 any animal derived ingredients or by-products.

13 3. Unbeknownst to consumers however, the Products contain animal
14 derived ingredients and by products, including beeswax, a wax produced by
15 honeybees, and acetylated lanolin alcohol, a by-product of sheep. As such, the
16 advertising of the Products as “Vegan” is false and misleading.

17 4. Plaintiff and other consumers purchased the Products and paid a
18 premium price based upon their reliance on Defendant’s advertising of the Products
19 as vegan. Had Plaintiff and other consumers been aware that the Products are not
20 vegan, they would not have purchased the Products or would have paid significantly
21 less for them. Accordingly, Plaintiff and Class members have been financially injured
22 by Defendant’s deceptive business practices.

23 **JURISDICTION AND VENUE**

24 5. This Court has subject matter jurisdiction pursuant to the Class Action
25 Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because this is a class action filed under
26 Rule 23 of the Federal Rules of Civil Procedure, there are thousands of proposed Class

27 _____
28 ¹ See Appendix A.

1 members, the aggregate amount in controversy exceeds \$5,000,000 exclusive of
2 interest and costs, and Defendant is a citizen of a state different from at least some
3 members of the proposed Classes.

4 6. This Court has personal jurisdiction over Defendant because Defendant
5 has sufficient minimum contacts in California, or otherwise intentionally avails itself
6 of the markets within California, through its sale of goods and products (including the
7 Products) in California and to California consumers.

8 7. Venue is proper in this judicial District pursuant to 28 U.S.C. §
9 1391(b)(2) because a substantial part of the events or omissions giving rise to
10 Plaintiff's claims occurred in this District. Plaintiff resides in this District and she
11 purchased the Products in this District during the statute of limitations period.

12 **PLAINTIFF**

13 8. Plaintiff is a citizen of California and currently resides in Bermuda
14 Dunes, California. In or around November 28, 2024, Plaintiff purchased the Lip
15 Smacker Lippy Pals Unicorn Product from Amazon.com.² Based on Defendant's
16 representation that the Product was "Vegan" in the Product listing, Plaintiff
17 reasonably believed the Product contained no animal derived ingredients or by-
18 products. Had she known that the Products contained animal derived ingredients or
19 by-products, she would not have purchased the Product, or would have paid
20 significantly less for it. As such, Plaintiff has been financially injured by Defendant's
21 false and misleading advertising.

22 9. Despite Defendant's misrepresentations, Plaintiff would purchase the
23 Products, as advertised, if they were vegan. Although Plaintiff regularly shops at
24 retailers that carry the Products, absent an injunction of Defendant's deceptive
25 advertising, she will be unable to rely with confidence on Defendant's advertising of

26
27 ²[https://www.amazon.com/dp/B077XC7K7V?lv=shuf&channelId=500&plpRedirect](https://www.amazon.com/dp/B077XC7K7V?lv=shuf&channelId=500&plpRedirect=mhFallback&th=1)
28 [=mhFallback&th=1](https://www.amazon.com/dp/B077XC7K7V?lv=shuf&channelId=500&plpRedirect=mhFallback&th=1)

1 the Products in the future. Furthermore, while Plaintiff currently believes the
 2 Products' advertising is inaccurate, she lacks personal knowledge as to Defendant's
 3 specific business practices, and thus, she will not be able determine whether the
 4 Products are truly vegan. This leaves doubt in her mind as to the possibility that at
 5 some point in the future the Products could be made in accordance with the
 6 representations on the Products' advertising. This uncertainty, coupled with her desire
 7 to purchase the Products, is an ongoing injury that can and would be rectified by an
 8 injunction enjoining Defendant from making the alleged misleading representations.
 9 In addition, other Class members will continue to purchase the Products, reasonably
 10 but incorrectly, believing that the Products do not contain animal derived ingredients
 11 or by-products. Thus, injunctive relief is warranted.

12 **DEFENDANT**

13 10. Defendant is a California corporation with its principal place of business
 14 in City of Industry, California, which is located in Los Angeles County. Defendant is
 15 an independent cosmetics company in the United States and a global leader in health
 16 and beauty, including in the manufacture and sale of the Products challenged in this
 17 Complaint. California is the nerve center of Defendant's operations. Defendant's
 18 global headquarters is located in California, and its only manufacturing facility in the
 19 United States is likewise located in California. Defendant also conducts marketing³
 20 and brand communications⁴ activities from its California offices. As such, the
 21 marketing at issue in this Complaint likely emanated from Defendant's presence in
 22 California.

23 **FACTUAL ALLEGATIONS**

24 11. Defendant is responsible for the Lip Smacker brand.

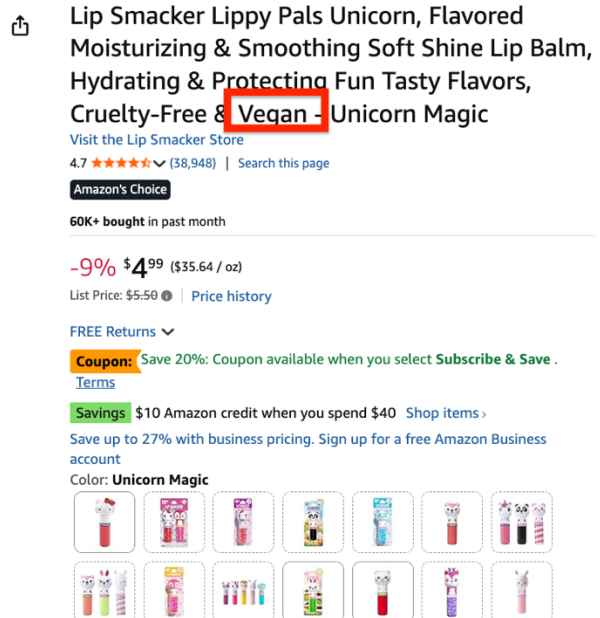
25
26
27 ³ <https://perma.cc/Y4BX-TVM6>

28 ⁴ <https://perma.cc/7MVS-EBJF>

12. At issue in this Complaint are the Lip Smacker Lip products sold on Amazon.com (collectively, the “Products”).⁵

13. Unfortunately for consumers, Defendant engages in false and misleading advertising for the Products to gain a competitive edge in the market, all at the expense of unsuspecting consumers.

14. Specifically, the Products’ Amazon.com listings feature the unequivocal claim that the Products are “Vegan.” *See examples below and on the following pages.*



⁵ See Appendix A.



3

Lip Smacker Lippy Pals, Set of 3 Flavored Moisturizing & Smoothing Soft Shine Lip Balm, Hydrating & Protecting Fun Tasty Flavors ,Cruelty-Free & **Vegan** Unicorn, Panda and kitten

Visit the Lip Smacker Store

4.7 ★★★★★ (38,948) | Search this page

Amazon's Choice

10K+ bought in past month

\$9.99 (\$35.68 / oz)

Price history

✓prime Two-Day

FREE Returns

Coupon: Save 20%. Coupon available when you select **Subscribe & Save**. [Terms](#)

Savings: \$10 Amazon credit when you spend \$40 [Shop items](#)

Save up to 29% with business pricing. Sign up for a free Amazon Business account

Color: **Foxy Apple, Hoppy Carrot Cake, Straw**



Lip Smacker Lippy Pals Swirls, Sanrio Hello Kitty, Flavored Moisturizing & Smoothing Soft Shine Lip Balm, Hydrating & Protecting Fun Tasty Glossy Finish , Cruelty-Free & **Vegan** - Kiwi

Visit the Lip Smacker Store

4.7 ★★★★★ (4,775) | Search this page

Amazon's Choice

4K+ bought in past month

\$5.25 (\$18.75 / fl oz)

Price history

✓prime Today

FREE Returns

Coupon: Save 20%. Coupon available when you select **Subscribe & Save**. [Terms](#)

Save up to 5% with business pricing. Sign up for a free Amazon Business account

Flavor Name: **Sweet Kiwi Kitten**

Cheerful Cherry, Kiwi Hopping Caramel Corn **Kiwi**

Paws-Itively Peachy Straw-Ma-Llama Berry Sweet Kiwi

Sweet Kiwi Kitten Unicorn Frosting



Lip Smacker Flavored Lip Balm, Flavored Moisturizing, Smoothing Soft Shine, Hydrating & Protecting Fun Tasty Flavors, Cruelty-Free & **Vegan** - Cotton Candy

Visit the Lip Smacker Store

4.6 ★★★★★ (4,847) | Search this page

8K+ bought in past month

\$2.49 (\$17.79 / oz)

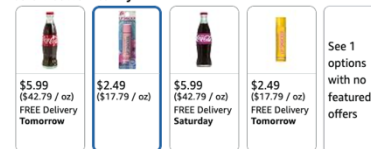
Price history

FREE Returns

Savings: \$10 Amazon credit when you spend \$40 [Shop items](#)

Save up to 24% with business pricing. Sign up for a free Amazon Business account

Color: **Cotton Candy**



Top highlights

Brand **Lip Smacker**



1 15. Reasonable consumers expect that a product advertised as vegan does
2 not contain any animal derived ingredients or animal by-products.

3 16. Unbeknownst to consumers, the Products contain animal derived
4 ingredients and by-products, including beeswax and acetylated lanolin alcohol. As such,
5 they are not “Vegan” in any sense.

6 17. Beeswax is an animal by-product “secreted by worker bees” through their
7 wax glands and therefore is not vegan.⁶

8 18. Acetylated lanolin alcohol is “derived from the natural wool grease of
9 sheep,”⁷ and is produced by the oil glands of sheep.⁸ It is commonly used in cosmetic
10 products to enhance a product’s application.⁹ PETA’s *Animal Derived Ingredient List*
11 likewise identifies lanolin alcohols as an animal-derived ingredient extracted from
12 sheep’s wool.¹⁰ Thus, Markwins’ inclusion of acetylated lanolin alcohol in some of the
13 Products is inconsistent with consumer expectations of a product marketed as “Vegan.”

14 19. As such, the Products are falsely and deceptively labeled and advertised.

15 20. The perception that the Products are vegan and contain no animal derived
16 ingredients and by-products is material to consumers’ purchasing decisions. Indeed,
17 beeswax and other animal derived cosmetic ingredients have become increasingly
18 controversial among consumers, as reflected in the global vegan cosmetics market valued
19 at \$23.1 billion in 2025.¹¹ In a study involving more than 400 consumers, commissioned
20 by the Fund for the Replacement of Animals in Medical Experiments, 71.1% of
21

22 ⁶ <https://onlinelibrary.wiley.com/doi/full/10.1111/ics.13060>

23 ⁷ [https://www.upichem.com/chemical-supplier-8027-33-6/acetylated-lanolin-](https://www.upichem.com/chemical-supplier-8027-33-6/acetylated-lanolin-alcohol-distributor-273.aspx)
24 [alcohol-distributor-273.aspx](https://www.upichem.com/chemical-supplier-8027-33-6/acetylated-lanolin-alcohol-distributor-273.aspx)

25 ⁸ <https://www.peta.org/living/food/animal-ingredients-list/>

26 ⁹ *Id.*

27 ¹⁰ <https://www.peta.org/living/food/animal-ingredients-list/>

28 ¹¹ [https://www.marketresearch.com/VPA-Research-v4245/Vegan-Cosmetics-Size-](https://www.marketresearch.com/VPA-Research-v4245/Vegan-Cosmetics-Size-Outlook-Product-43091439/)
[Outlook-Product-43091439/](https://www.marketresearch.com/VPA-Research-v4245/Vegan-Cosmetics-Size-Outlook-Product-43091439/)

1 respondents were “very concerned” about the use of animal derived ingredients in
 2 cosmetics, with an additional 19% reporting that they were “quite concerned.”¹² In other
 3 words, 90% of surveyed consumers expressed concern about animal derived, non-vegan
 4 cosmetic products, demonstrating a strong consumer preference for vegan cosmetics and
 5 the significant value consumers place a product’s vegan status.¹³

6 21. The growing demand for vegan products has prompted industry and
 7 academic research to develop effective vegan alternatives to cosmetic ingredients,
 8 including efforts to replace beeswax in cosmetic lip product formulations with plant-
 9 based waxes.¹⁴

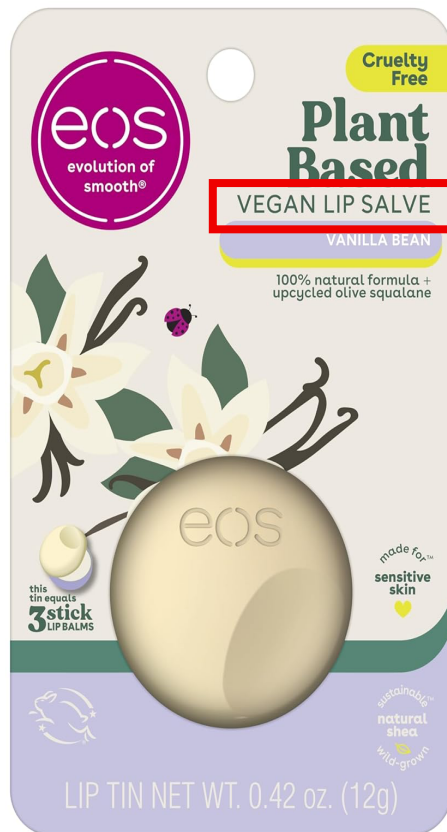
10 22. The expectation that the Products contain no animal derived ingredients
 11 and by-products is even more reasonable considering that similar vegan lip products
 12 from competitor brands contain no animal derived ingredients and by-products, unlike
 13 Defendant’s Products. These products are advertised with nearly identical
 14 representations about being “Vegan.” For example, EOS’ “Plant Based Vegan Lip
 15 Salve” contains no animal derived ingredients or no animal by-products.¹⁵ See
 16 *example on the following page.*

17
 18 ¹² [https://www.v-label.com/consumer-insights/key-consumer-insights-on-vegan-](https://www.v-label.com/consumer-insights/key-consumer-insights-on-vegan-cosmetics/)
 19 [cosmetics/](https://www.v-label.com/consumer-insights/key-consumer-insights-on-vegan-cosmetics/)

20 ¹³ *Id.*

21 ¹⁴ <https://onlinelibrary.wiley.com/doi/full/10.1111/ics.13060>

22 ¹⁵ [https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
 23 [Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
 24 [N2t2T07uVUnYaaUbMIFN-](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
 25 [sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
 26 [93OXsCjzHrLYY8KyQVAoCFtcaseTPY-](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
 27 [HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuY](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
 28 [Am46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
[J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
[8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
[e&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)
[Bbal%2Caps%2C207&sr=8-9&th=1](https://www.amazon.com/eos-Plant-Based-Upcycled-Squalane-Cruelty-Free/dp/B0CQSFDKX8/ref=sr_1_9?crid=3QDREEOGJ3O3G&dib=eyJ2IjojMSJ9.N2t2T07uVUnYaaUbMIFN-sMIXzddVzRFBbWcxarQwwlC7_3Yh3R4yHbBD6hUgr3u8dwL1BEi6CFo3EpTU93OXsCjzHrLYY8KyQVAoCFtcaseTPY-HJwP5GebiGUSKL5PSK9z1AP2UeDO9h8iWrMrnmz2UmTkzEufheRACiRDwuYAm46zOtbQ5VRKMQE-edbNeIu4c7t4qowqTlGDKuKBFhXItRb2CxsIkhiR9_Ai0-J4D3Yexm8HMQEB5uVDcRgWtdfYieuom8ht1YUVrFyA-E8Q2zCh6jIp-8pECle3ldo.Wf29_ZtNnvd6mZNS1lW8cU5zMP0srYy7nrjZ9wgcpWY&dib_tag=s&keywords=vegan%2Blip%2Bbalm&qid=1771614177&srefix=vegan%2Blip%2Bbal%2Caps%2C207&sr=8-9&th=1)



23. Another example is the Summer Fridays Tinted Lip Butter Balm, which is advertised as vegan but contains no animal ingredients.¹⁶ See example below.

Key Ingredients

SHEA & MURUMURU SEED BUTTERS

Packed with ultra-hydrating properties, these natural moisturizers help to soothe, heal and condition parched lips.

VEGAN WAXES

Our unique blend of vegan waxes softens and boosts shine all day with a smooth, never-greasy texture.

Summer Fridays Tinted Lip Butter Balm - Conditioning Vegan Lip Balm for Instant Moisture, Shine & Hydration - Sheer-Tinted, Soothing Skincare - Pink Sugar (.5 Oz)

Visit the Summer Fridays Store

4.7 ★★★★★ (8,392) | Search this page

20K+ bought in past month

\$24.00 (\$48.00 / oz)

Price history

Get a \$150 Gift Card instantly: Pay \$0.00 upon approval for Prime Visa. No annual fee.

prime Overnight

FREE Returns

Color: **Pink Sugar**

\$24.00 (\$48.00 / oz) FREE Delivery Overnight 4 AM - 8 AM	\$24.00 (\$48.00 / oz) FREE Delivery Overnight 4 AM - 8 AM	\$24.00 (\$48.00 / oz) FREE Delivery Overnight 4 AM - 8 AM	\$24.00 (\$48.00 / oz) FREE Delivery Overnight 4 AM - 8 AM	\$24.00 (\$48.00 / oz) FREE Delivery Overnight Sunday
\$24.00	\$24.00	\$24.00	\$24.00	\$45.60

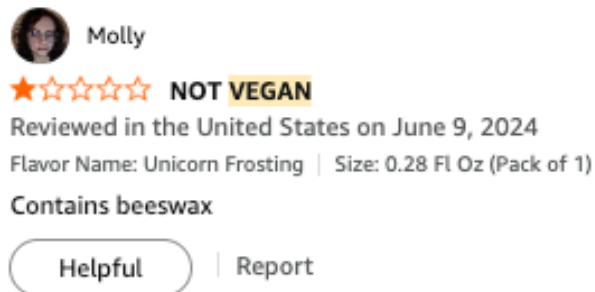
24. As the entity responsible for the development, manufacturing, packaging, labeling, advertising, distribution and sale of the Products, Defendant knew or should have known that the Products are falsely and deceptively advertised as vegan when they contain animal derived ingredients.

¹⁶https://www.amazon.com/Summer-Fridays-Lip-Butter-Balm/dp/B0C42HJRBf/ref=sr_1_1?crd=31IPDC4KDSQ02&dib=eyJ2IjojMSJ9.jWKoGnuhE3CEUikXYVWNW4xycy8CJUjQU7h2JnQZMFOEKnqZxPsYaw23EknP1NKEF8BWuE-ZJGnghYWLWZHRlYmLRCQSIwZUYJAyfvjOFlaWr10xehLBfPO8ro65EavoedIwLc4Ahc46YqkbRgeWSZzyKqvgiN-PdF4Wi0uRna6YMIeo5yKPXD-ao2Tn1R2xd1seyI150QmsyAcRThdRJacnolxRJFNuQcHOsUnd8KpPb5YAH63RVMP0UR17dHPfLeHNxx9R5LY-B8erWCqcBdLE0MIi71OpbWs5seEKY.nOe8ClZF11FzVvzz45FAj68xm-fRU3LRaHk7BYEA9Ns&dib_tag=se&keywords=summer%2Bfridays%2Btinted%2Blip%2Bbutter%2Bbalm&qid=1771614918&srefix=summer%2Bfridays%2Btint ed%2Blip%2Bbutt%2Caps%2C212&sr=8-1&th=1

25. Nonetheless, Defendant deceptively advertises the Products in order to deceive consumers and compete with other manufacturers who are vegan.

26. Consumers are willing to pay more for the Products based on the belief that the Products are vegan and contain no animal derived ingredients and by-products as promised on the Products' Amazon listing and advertising. Plaintiff and other consumers would have paid significantly less for the Products, or would not have purchased them at all, had they known the truth about them. Thus, through the use of false representations, Defendant commands a price that Plaintiff and the Class would not have paid had they been fully informed. Therefore, Plaintiff and other consumers purchasing the Products have suffered injury in fact and lost money as a result of Defendant's false and deceptive practices, as described herein.

27. Plaintiff's concerns are not unique, as other consumers have issued complaints indicating consumer dissatisfaction that the Products are, in fact, not vegan, and contain animal derived ingredients and by-products.¹⁷



¹⁷ https://www.amazon.com/product-reviews/B084PNF55B/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=vegan; *see also*, https://www.amazon.com/product-reviews/B07FL59H39/ref=cm_cr_ar_p_d_viewopt_kywd?ie=UTF8&reviewerType=all_reviews&pageNumber=1&filterByKeyword=vegan



CLASS ACTION ALLEGATIONS

28. Plaintiff brings this class action pursuant to Fed. R. Civ. P. 23 and all other applicable laws and rules, individually, and on behalf of all members of the following Classes:

Nationwide Class

All residents of the United States who purchased any of the Products for personal, family, or household purposes, not for resale, within the applicable statute of limitation (“Nationwide Class”).

California Class

All residents of California who purchased any of the Products for personal, family, or household purposes, not for resale, within the applicable statute of limitation (“California Class”) (together with the Nationwide Class, the “Classes”).

29. Excluded from the Classes are the following individuals and/or entities: Defendant and its parents, subsidiaries, affiliates, officers and directors, current or

1 former employees, and any entity in which Defendant has a controlling interest; all
2 individuals who make a timely election to be excluded from this proceeding using the
3 correct protocol for opting out; and all judges assigned to hear any aspect of this
4 litigation, as well as their immediate family members.

5 30. Plaintiff reserves the right to modify or amend the definition of the
6 proposed Classes before the Court determines whether class certification is
7 appropriate.

8 31. Plaintiff is a member of all the Classes.

9 32. **Numerosity:** Members of each Class are so numerous and
10 geographically dispersed that individual joinder of all Class members is
11 impracticable. The precise number of Class members is unknown to Plaintiff but is
12 likely to be ascertained by the Defendant's or Amazon's records. At a minimum, there
13 likely are at least thousands of Class members.

14 33. **Commonality:** There are questions of law and fact common to the
15 proposed Classes. Common questions of law and fact include, without limitations:

- 16 a. whether Defendant's course of conduct alleged herein violates the
17 statutes and other laws that are pled in this Complaint;
 - 18 b. whether reasonable consumers would rely upon Defendant's
19 representations about the Products and reasonably believe the
20 Products are vegan;
 - 21 c. whether Defendant knew or should have known its representations
22 were false or misleading;
 - 23 d. whether Defendant was unjustly enriched by retaining monies from
24 the sale of the Products;
 - 25 e. whether certification of each Class is appropriate under Rule 23;
- 26
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1 f. whether Plaintiff and the members of each Class are entitled to
2 declaratory, equitable, or injunctive relief, and/or other relief, and the
3 scope of such relief; and

4 g. the amount and nature of the relief to be awarded to the Plaintiff and
5 the Classes, including whether Plaintiff and the Classes are entitled
6 to punitive damages.

7 34. **Typicality**: Plaintiff's claims are typical of the other Class members
8 because Plaintiff, as well as Class members, purchased the Products and relied on the
9 representations made by the Defendant about the Products prior to purchasing the
10 Products. Plaintiff and the members of each Class paid for Defendant's Products and
11 would not have purchased them (or would have paid substantially less for them) had
12 they known that the Defendant's representations were untrue.

13 35. **Adequacy**: Plaintiff will fairly and adequately protect the interests of the
14 proposed Classes as her interests do not conflict with the interests of the members of
15 the proposed Classes she seeks to represent, and she has retained counsel competent
16 and experienced in class action litigation. Thus, the interests of the members of the
17 Classes will be fairly and adequately protected by Plaintiff and her counsel.

18 36. **Predominance**: Pursuant to Rule 23(b)(3), the common issues of law
19 and fact identified in this Complaint predominate over any other questions affecting
20 only individual members of the Classes. Class issues fully predominate over any
21 individual issue because no inquiry into individual conduct is necessary; all that is
22 required is a narrow focus on Defendant's misconduct detailed at length in this
23 Complaint.

24 37. **Superiority**: A class action is superior to all other available methods for
25 the fair and efficient adjudication of this litigation because individual litigation of
26 each claim is impractical. It would be unduly burdensome to have individual litigation
27 of hundreds of thousands of individual claims in separate lawsuits, every one of which
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1 would present the issues presented in the Complaint/lawsuit. Further, because of the
 2 damages suffered by any individual Class member may be relatively modest in
 3 relation to the cost of litigation, the expense and burden of individual litigation make
 4 it difficult, if not impossible. Furthermore, many of the Class members may be
 5 unaware that claims exist against the Defendant.

6 38. **Declaratory and Injunctive Relief:** Pursuant to Rule 23(b)(2),
 7 declaratory and injunctive relief is appropriate in this matter. Defendant has acted or
 8 refused to act on grounds generally applicable to Plaintiff and the other Class
 9 members, thereby making appropriate final injunctive relief and declaratory relief, as
 10 described below, with respect to the Class members as a whole. Unless a class-wide
 11 injunction is issued, Defendant will continue to advertise, market, promote, and sell
 12 the Products in an unlawful and misleading manner, as described throughout this
 13 Complaint, and members of the Classes will continue to be misled, harmed, and
 14 denied their rights under the law.

15
 16 **FIRST CLAIM FOR RELIEF**
 17 **Violation of California’s Consumers Legal Remedies Act**
 18 **California Civil Code § 1750, *et seq.***
 19 ***(Plaintiff on behalf of the Nationwide Class; alternatively, on behalf of the***
 20 ***California Class)***

21 39. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if
 22 fully set forth herein.

23 40. Plaintiff brings this claim individually and on behalf of the members of
 24 the proposed Nationwide Class against Defendant pursuant to California’s Consumers
 25 Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.* In the alternative,
 26 Plaintiff brings this claim individually and on behalf of the members of the proposed
 27 California Class.

28 41. The Products are “good[s]” within the meaning of Cal. Civ. Code §
 1761(a), and the purchases of the Products by Plaintiff and members of the

1 Nationwide Class constitute “transactions” within the meaning of Cal. Civ. Code §
2 1761(e).

3 42. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
4 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
5 quantities which they do not have...” By using representations about the Products
6 being “Vegan” on the Products’ Amazon listing, Defendant has represented and
7 continues to represent that the Products have characteristics and ingredients (i.e.,
8 contain no animal derived ingredients and by-products) that they do not have.
9 Therefore, Defendant has violated section 1770(a)(5) of the CLRA.

10 43. Cal. Civ. Code § 1770(a)(7) prohibits “[r]espresenting that goods or
11 services are of a particular standard, quality, or grade, or that goods are of a particular
12 style or model, if they are of another.” By using representations about the Products
13 being “Vegan” on the Products’ Amazon listing, Defendant has represented and
14 continues to represent that the Products are of a particular standard (i.e., contain no
15 animal derived ingredients and by-products) that they do not meet. Therefore,
16 Defendant has violated section 1770(a)(7) of the CLRA.

17 44. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
18 with intent not to sell them as advertised.” By using representations about the Products
19 being “Vegan” on the Products’ Amazon listing, and not delivering vegan Products,
20 Defendant has advertised the Products with characteristics it intended not to provide
21 to consumers. As such, Defendant has violated section 1770(a)(9) of the CLRA.

22 45. At all relevant times, Defendant has known or reasonably should have
23 known that the representations about the Products being vegan in the advertising of
24 the Products are false and deceptive, and that Plaintiff and other members of the
25 Nationwide Class would reasonably and justifiably rely on these representations when
26 purchasing the Products. Nonetheless, Defendant deceptively advertised and
27
28

1 continues to deceptively advertise the Products as such in order to deceive consumers
2 into believing they are receiving vegan products.

3 46. Plaintiff and members of the Nationwide Class have justifiably relied on
4 Defendant's misleading representations when purchasing the Products. Moreover,
5 based on the materiality of Defendant's misleading and deceptive conduct, reliance
6 may be presumed or inferred for Plaintiff and members of Nationwide Class.

7 47. Plaintiff and members of the Nationwide Class have suffered and
8 continue to suffer injuries caused by Defendant because they would have paid
9 significantly less for the Products, or would not have purchased them at all, had they
10 known that the Products are not vegan.

11 48. Under Cal. Civ. Code § 1782, on December 30, 2025, the undersigned
12 counsel sent Defendant a notice letter through certified mail, notifying Defendant of
13 its violations under the CLRA (as well as other statutes and laws). More than 30 days
14 have passed since Defendant's receipt of that notice letter, yet Defendant has not
15 cured its false and deceptive conduct on a class-wide basis. As such, this Complaint
16 seeks damages under the CLRA, as well all other available remedies.

17 49. Pursuant to Cal. Civ. Code § 1780(d), Plaintiff is concurrently submitting
18 a declaration of venue.

19 **SECOND CLAIM FOR RELIEF**

20 **Violation of California's False Advertising Law**

21 **California Business & Professions Code § 17500, *et seq.***

22 ***(Plaintiff on behalf of the Nationwide Class; alternatively, on behalf of the***
23 ***California Class)***

24 50. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if
25 fully set forth herein.

26 51. Plaintiff brings this claim individually and on behalf of the members of
27 the proposed Nationwide Class against Defendant pursuant to California's False
28 Adverting Law ("FAL"), Cal. Bus. & Prof. Code § 17500, *et seq.* In the alternative,

1 Plaintiff brings this claim individually and on behalf of the members of the proposed
2 California Class.

3 52. The FAL makes it “unlawful for any person to make or disseminate or
4 cause to be made or disseminated before the public . . . in any advertising device . . .
5 or in any other manner or means whatever, including over the Internet, any statement,
6 concerning . . . personal property or services professional or otherwise, or
7 performance or disposition thereof, which is untrue or misleading and which is
8 known, or which by the exercise of reasonable care should be known, to be untrue or
9 misleading.” Cal. Bus. & Prof. Code § 17500.

10 53. Defendant has represented and continues to represent to the public,
11 including Plaintiff and members of the proposed Nationwide Class, through its
12 deceptive advertising, that the Products are vegan. Because Defendant has
13 disseminated misleading information regarding the Products, and Defendant knows,
14 knew, or should have known through the exercise of reasonable care that the
15 representation was and continues to be false and misleading, Defendant has violated
16 the FAL.

17 54. As a result of Defendant’s false advertising, Defendant has and continues
18 to unlawfully obtain money from Plaintiff and members of the Nationwide Class.
19 Plaintiff therefore requests that the Court cause Defendant to restore this fraudulently
20 obtained money to her and members of the proposed Nationwide Class, to disgorge
21 the profits Defendant made on these transactions, and to enjoin Defendant from
22 violating the FAL or violating it in the same fashion in the future as discussed herein.
23 Otherwise, Plaintiff and members of the proposed Nationwide Class may be
24 irreparably harmed and/or denied an effective and complete remedy.

THIRD CLAIM FOR RELIEF

**Violation of California’s Unfair Competition Law (“UCL”),
California Business & Professions Code § 17200, *et seq.*
(*Plaintiff on behalf of the Nationwide Class; alternatively, on behalf of the
California Class*)**

55. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if fully set forth herein.

56. Plaintiff brings this claim individually and on behalf of the members of the proposed Nationwide Class against Defendant pursuant to California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.* In the alternative, Plaintiff brings this claim individually and on behalf of the members of the proposed California Class.

57. The UCL, Cal. Bus. & Prof Code § 17200, provides, in pertinent part, that “unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising”

58. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law. Defendant’s false and misleading advertising of the Products was and continues to be “unlawful” because it violates the CLRA, the FAL, and other applicable laws as described herein. As a result of Defendant’s unlawful business acts and practices, Defendant has unlawfully obtained money from Plaintiff and members of the proposed Nationwide Class.

59. Under the UCL, a business act or practice is “unfair” if its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity of the harm to the alleged victims. Defendant’s conduct was and continues to be of no benefit to purchasers of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers who rely on the advertising. Deceiving consumers into believing they will receive vegan products when they do not is of no

1 benefit to consumers. Therefore, Defendant's conduct was and continues to be
2 "unfair." As a result of Defendant's unfair business acts and practices, Defendant has
3 and continues to unfairly obtain money from Plaintiff and members of the proposed
4 Nationwide Class.

5 60. Under the UCL, a business act or practice is "fraudulent" if it actually
6 deceives or is likely to deceive members of the consuming public. Defendant's
7 conduct here was and continues to be fraudulent because it has the effect of deceiving
8 consumers into believing the Products are vegan when they are not. Because
9 Defendant misled Plaintiff and members of the Nationwide Class, Defendant's
10 conduct was "fraudulent." As a result of Defendant's fraudulent business acts and
11 practices, Defendant has and continues to fraudulently obtain money from Plaintiff
12 and members of the Nationwide Class.

13 61. Plaintiff requests that the Court cause Defendant to restore this
14 unlawfully, unfairly, and fraudulently obtained money to her, and members of the
15 proposed Nationwide Class, to disgorge the profits Defendant made on these
16 transactions, and to enjoin Defendant from violating the UCL or violating it in the
17 same fashion in the future as discussed herein. Otherwise, Plaintiff and members of
18 the proposed Nationwide Class may be irreparably harmed and/or denied an effective
19 and complete remedy.

20 **FOURTH CLAIM FOR RELIEF**

21 **Breach of Express Warranty**

22 **Cal. Com. Code § 2313**

23 ***(For the California Class)***

24 62. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if
25 fully set forth herein.

26 63. Plaintiff brings this claim individually and on behalf of the members of
27 the California Class for breach of express warranty by Defendant.

1 64. California's express warranty statutes provide that "(a) Any affirmation
2 of fact or promise made by the seller to the buyer which relates to the goods and
3 becomes part of the basis of the bargain creates an express warranty that the goods
4 shall conform to the affirmation or promise," and "(b) Any description of the goods
5 which is made part of the basis of the bargain creates an express warranty that the
6 goods shall conform to the description." Cal. Com. Code § 2313.

7 65. Defendant has expressly warranted on the Products' Amazon listing title
8 that the Products are vegan. However, as alleged herein, these express representations
9 are false and misleading. The Products contain ingredients that are not vegan.

10 66. Defendant's representations about the Products being vegan on the
11 Products' Amazon listing and advertising are: (a) affirmations of fact or promises
12 made by Defendant to consumers that the Products contain are vegan; (b) became part
13 of the basis of the bargain to purchase the Products when Plaintiff and other
14 consumers relied on the representations; and (c) created an express warranty that the
15 Products would conform to the affirmations of fact or promises. In the alternative, the
16 representations about the Products are descriptions of goods which were made as part
17 of the basis of the bargain to purchase the Products, and which created an express
18 warranty that the Products would conform to the product descriptions.

19 67. Plaintiff and members of the California Class reasonably and justifiably
20 relied on the foregoing express warranties, believing that the Products did in fact
21 conform to those warranties and contained no animal derived ingredients and by-
22 products.

23 68. Defendant has breached the express warranties made to Plaintiff and
24 members of the California Class by failing to provide vegan Products as promised on
25 the Products' advertising.

26 69. Plaintiff and members of the California Class paid a premium price for
27 the Products but did not obtain the full value of the Products as represented. If Plaintiff
28

1 and members of the California Class had known of the true nature of the Products,
2 they would not have purchased the Products or would not have been willing to pay
3 the premium price associated with them. As a result, Plaintiff and members of the
4 California Class suffered injury and deserve to recover all damages afforded under
5 the law.

6 70. On December 30, 2025, the undersigned counsel notified Defendant of
7 its breach of warranty by way of a notice letter outlining the foregoing allegation.

8
9 **FIFTH CLAIM FOR RELIEF**
10 **Quasi Contract/Unjust Enrichment/Restitution**
11 ***(Plaintiff on behalf of the Nationwide Class; alternatively, on behalf of the***
12 ***California Class)***

13 71. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if
14 fully set forth herein.

15 72. Plaintiff brings this claim individually and on behalf of the members of
16 the proposed Nationwide Class against Defendant for unjust enrichment.
17 Alternatively, Plaintiff brings this claim individually and on behalf of the members of
18 the proposed California Class.

19 73. As alleged herein, Defendant has intentionally and recklessly made
20 misleading representations to Plaintiff and members of the Nationwide Class to
21 induce them to purchase the Products. Plaintiff and members of the Nationwide Class
22 have reasonably relied on the misleading representations and have not received all of
23 the benefits (i.e., vegan products) promised by Defendant. Plaintiff and members of
24 the proposed Nationwide Class have therefore been induced by Defendant's false and
25 deceptive representations about the Products, and paid more money to Defendant for
26 the Products than they otherwise would and/or should have paid.

27 74. Plaintiff and members of the proposed Nationwide Class have conferred
28 a benefit upon Defendant as Defendant has retained monies paid to them by Plaintiff

1 and members of the proposed Nationwide Class.

2 75. The monies received were obtained under circumstances that were at the
3 expense of Plaintiff and members of the proposed Nationwide Class.—i.e., Plaintiff
4 and members of the proposed Nationwide Class did not receive the full value of the
5 benefit conferred upon Defendant. Therefore, it is inequitable and unjust for
6 Defendant to retain the profit, benefit, or compensation conferred upon them.

7 76. As a direct and proximate result of Defendant’s unjust enrichment,
8 Plaintiff and members of the proposed Nationwide Class are entitled to restitution
9 from Defendant for its deceptive, misleading, and unlawful conduct as alleged herein.

10
11 **SIXTH CLAIM FOR RELIEF**
12 **Common Law Fraud**
(Plaintiff on behalf of the California Class)

13 77. Plaintiff repeats the allegations contained in paragraphs 1-38 above as if
14 fully set forth herein.

15 78. Plaintiff brings this claim individually and on behalf of the members of
16 the proposed California Class.

17 79. Defendant has willfully, falsely, knowingly, or recklessly represented to
18 Plaintiff and other consumers that the Products were “Vegan,” including by
19 prominently displaying the “Vegan” representation on the Products’ Amazon
20 Listings. This representation was false because the Products contain animal derived
21 ingredients and by products. Therefore, the products are not vegan as represented.

22 80. Defendants’ misrepresentations are material (i.e., the type of
23 misrepresentations to which a reasonable person would attach importance and would
24 be induced to act thereon in making purchase decisions).

25 81. Defendant knew that the “Vegan” representation was false when made.
26 Defendant formulated, manufactured, distributed, and advertised the Products and
27 knew the composition of ingredients used in the Products. Defendant had notice
28

1 during the class period from consumer complaints on the Products' Amazon.com
2 listings as alleged in paragraph 27. Additionally, on January 2, 2026 Defendant
3 received written notice from Plaintiff specifically identifying that the Products were
4 falsely advertised as "Vegan." Despite receiving such notice, Defendant continues to
5 market and sell the Products as "Vegan" without removing or correcting the false
6 representation. Defendant's continued use of the "Vegan" representation after
7 receiving actual notice of its falsity demonstrates that the Defendant's conduct was
8 knowing and intentional.

9 82. Defendant intended that Plaintiff and other consumers rely on these
10 representations, as evidenced by Defendant prominently featuring the "Vegan"
11 claim on the Products' Amazon Listing. Defendant intent to induce consumer reliance
12 is further demonstrated by its continued intentional advertisement of the Products as
13 "Vegan" despite being placed on notice at least as early as January 2, 2026, that the
14 Products were not "Vegan, as represented.

15 83. Plaintiff and members of the California Class reasonably and justifiably
16 relied on Defendant's misrepresentations that the Products were "Vegan" when
17 deciding to purchase the Products. Had they been unaware of the true nature of
18 the Products, and, had the correct facts been known, they would not have purchased
19 the Products or would have paid significantly less for them.

20 84. As a direct and proximate result of Defendant's fraud, Plaintiff and
21 members of the California Class have suffered damages.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Classes,
24 respectfully prays for following relief:

25 A. Certification of this case as a class action on behalf of the proposed
26 Classes defined above, appointment of Plaintiff as Class representative, and
27 appointment of her counsel as Class Counsel;

1 B. A declaration that Defendant's actions, as described herein, violate the
2 claims described herein;

3 C. An award of injunctive and other equitable relief as is necessary to
4 protect the interests of Plaintiff and the proposed Classes, including, *inter alia*, an
5 order prohibiting Defendant from engaging in the unlawful act described above;

6 D. An award to Plaintiff and the proposed Classes of restitution and/or other
7 equitable relief;

8 E. An award of all economic, monetary, actual, consequential, and
9 compensatory damages caused by Defendant's conduct;

10 F. An award of nominal, punitive, and statutory damages;

11 G. An award to Plaintiff and her counsel of reasonable expenses and
12 attorneys' fees;

13 H. An award to Plaintiff and the proposed Classes of pre and post-judgment
14 interest, to the extent allowable; and

15 I. For such further relief that the Court may deem just and proper.
16

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, on behalf of herself and the proposed Classes, hereby demands a jury
19 trial with respect to all issues triable of right by jury.

20
21 DATED: September 9, 2026

TREEHOUSE LAW, LLP

22 By: /s/ Benjamin Heikali

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