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6 *Attorneys for Plaintiff and the Proposed Class*

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11 PETRA LOPEZ, individually and on behalf of
12 all others similarly situated,

13 Plaintiffs,

14 v.

15 DECIEM USA LLC and DOES 1 through 10,
16 inclusive,

17 Defendants.

Case No. **26STCV04845**

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA FALSE
ADVERTISING LAW, BUSINESS AND
PROFESSIONS CODE § 17500, et. seq.
2. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW,
BUSINESS AND PROFESSIONS CODE §
17200, et seq.
3. VIOLATION OF CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT,
CIVIL CODE § 1750, et seq.

1 Plaintiff Petra Lopez ("Plaintiff"), individually and on behalf of all other similarly situated
2 purchasers (the "Class" and "Class Members"), brings this class action lawsuit against DECIEM
3 USA LLC ("Defendant"), and alleges as follows:

4
5 **I. NATURE OF THE ACTION**

6 1. This is a consumer protection matter that concerns the false and misleading
7 marketing of various skin care products intended for consumer use under the brand name "The
8 Ordinary".

9 2. The products at issue are the following products as identified by product name on
10 the front label of each product:

- 11 (1) The Ordinary Natural Moisturizing Factors + HA
12 (2) The Ordinary Natural Moisturizing Factors + PhytoCeramides
13 (3) The Ordinary Natural Moisturizing Factors + Beta Glucan
14 (4) The Ordinary Natural Moisturizing Factors + Insulin Body Lotion
15 (5) The Ordinary Natural Moisturizing Factors + HA for Scalp
16 (hereinafter referred to collectively as the "Products").

17 3. The Products are offered for sale through various channels, including directly on
18 "The Ordinary" brand's website and through third party retail outlets and internet websites.

19
20 **II. THE CHALLENGED MARKETING AND ADVERTISING**

21 4. During the Class Period defined herein, dating from four (4) years prior to the date of
22 the filing of the complaint, Defendant, through an extensive, widespread, comprehensive, and
23 uniform nationwide marketing campaign disseminated packaging, labels and marketing materials
24 pertaining to the Products for itself and third-party sellers and marketing platforms, falsely
25 promoting the Products as containing "Natural Moisturizing Factors" ("NMFs") and further mislead
26 consumers into believing that the Products contain all natural or naturally derived ingredients by
27 way of marketing and advertising language that includes, but is not limited to, the following same
28 or substantially similar statements and terminology:

- i. Defendant markets the Products using the term “Natural Moisturizing Factors” as a product name and prominent marketing claim on the Products’ packaging and labels without qualification or explanation of the meaning the terms. True and correct photographs of the Products’ packaging and labels are set forth in Exhibit 1 attached hereto; and
- ii. Defendant includes the following marketing claims on the following products website product pages:
 1. **Natural Moisturizing Factors + HA** - Infused with a comprehensive blend of **ingredients that are naturally present** in the skin See <https://theordinary.com/en-us/natural-moisturizing-factors-ha-moisturizer-100435.html>;
 2. **Natural Moisturizing Factors + PhytoCeramides** - It offers a triple-action approach to targeting dryness with **the inclusion of skin-identical Natural Moisturizing Factors**. See <https://theordinary.com/en-us/natural-moisturizing-factors-phytoceramides-moisturizer-100610.html>;
 3. **Natural Moisturizing Factors + Insulin Body Lotion** - Natural Moisturizing Factors + Inulin **provides delivery of skin-identical natural moisturizing factors**. See <https://theordinary.com/en-us/natural-moisturizing-factors-inulin-body-lotion-100668.html>
(The foregoing is hereafter collectively referred to as “the Challenged Representations”).

5. Taken together, the terms “Natural,” “Moisturizing,” and “Factors” convey a powerful and misleading net impression that the Products:

- a) contain all natural ingredients; and
 - b) contain Natural Moisturizing Factors.
- (collectively referred to as “the Net Impression”).

1
2 **II. LIKELIHOOD TO MISLEAD CONSUMERS.**

3 6. The Challenged Representations are likely to mislead consumers, acting reasonably
4 under the circumstances, in multiple reinforcing ways.

5 **A. Misleading to Consumers Who Do Not Know What NMFs Are - Misleading**

6 **Implication That The Products Contain All “Natural” Ingredients When Contrary To**
7 **The Challenged Representations, The Products Contain Numerous Unnatural,**
8 **Synthetic, And/Or Highly Processed Ingredients.**

9 7. “Natural Moisturizing Factors” is a defined scientific and dermatological term
10 referring to a specific endogenous mixture of hygroscopic substances naturally present in the
11 human stratum corneum. These substances are produced within the skin through the breakdown of
12 the protein filaggrin, which is essential for skin barrier formation.

13 8. The vast majority of ordinary reasonable consumers are not familiar with “Natural
14 Moisturizing Factors” as a technical dermatological term and do not understand that NMFs refer
15 to endogenous compounds naturally produced within the human stratum corneum through
16 biological processes.

17 9. Because most consumers lack this specialized knowledge, they are likely to interpret
18 Defendant’s use of “Natural Moisturizing Factors” according to its ordinary meaning. Reasonable
19 consumers commonly interpret the word “natural” used to describe a cosmetic Product as referring
20 to ingredient origin. The term “factor” is defined in ordinary English language as an “actor” or
21 element or ingredient in some situation or quantity. [https://www.merriam-](https://www.merriam-webster.com/dictionary/factor)
22 [webster.com/dictionary/factor](https://www.merriam-webster.com/dictionary/factor). The use of the word “Natural” in the phrase “Natural Moisturizing
23 Factors” conveys a net impression to consumers who do not know the scientific meaning of NMFs
24 that the Products contain all natural or naturally derived ingredients, meaning ingredients that are
25 naturally occurring in nature and or are derived directly from biological or natural sources and
26 causes them to purchase the Products based on the belief that the Products contain all natural
27 ingredients.
28

10. Contrary to the Challenged Representations, the Products actually contain numerous unnatural, synthetic, and/or highly processed ingredients as set forth below and in Exhibit 2 attached hereto. Each of the Products contain a combination of at least two of the following unnatural, synthetic, and/or artificial ingredients set forth below:

- Acrylates/C10-30 Alkyl Acrylate Crosspolymer
- Aminomethyl Propanol
- Carbomer
- Chlorphenesin
- Dimethyl Isosorbide
- Hexylene Glycol
- Isoceteth-20
- PGG-24-Glycereth-24
- Phenoxyethanol
- Polysorbate 60
- Polycrylate Crosspolymer-6
- Triethanolamine
- Trisodium Ethylenediamine Disuccinate

11. In addition, the Products contain numerous ingredients that have been subject to significant chemical modification or processing, which materially altered the ingredients' original and natural composition. Put differently, to create certain ingredients used in the Products, natural ingredients are subjected to substantial processing such that the resulting ingredient used in the Products is an entirely new, synthetically-created ingredient—one that fundamentally differs from the original natural ingredient. Accordingly, the Challenged Representations are false, misleading, and deceptive, and therefore unlawful.

B. False and Misleading to Consumers Who Are Knowledgeable About NMFs.

12. For consumers knowledgeable that "Natural Moisturizing Factors" is a defined scientific and dermatological term referring to a specific endogenous mixture of hygroscopic

1 substances naturally present in the human stratum corneum skin biology and cosmetic science, the
2 Challenged Representations are false and misleading in a literal sense.

3 13. NMFs are not cosmetic ingredients, extracts, or substances that can be incorporated
4 into a topical formulation in their natural biological form. Thus, Defendant's representations that
5 the Products contain and or are "Natural Moisturizing Factors" are false because the Products do
6 not and cannot contain the skin's natural NMF system or substances as they exist in human skin.
7 Even if the Products contain certain humectants commonly associated with NMF composition,
8 such as amino acids, sodium PCA, lactate, or urea, these ingredients are merely individual
9 moisturizing agents and do not constitute the skin's endogenous Natural Moisturizing Factors.
10 Defendant's use of the term "NMFs" therefore misleadingly overstates the nature and identity of
11 the Products' ingredients.

12 14. In addition, Defendant's use of the term "NMFs" and phrases "ingredients that are
13 naturally present in the skin", "inclusion of skin-identical Natural Moisturizing Factors" and
14 "provides delivery of skin-identical natural moisturizing factors" are also misleading because
15 many of the ingredients in the Products are synthetically manufactured and Defendant's marketing
16 language implies a natural origin that is not accurate but false and misleading.

17 **C. Omission Of Material Qualifying Information.**

18 15. Defendant does not advise consumers of material information necessary to prevent
19 deception, including that:

- 20 a) the Products do not contain actual Natural Moisturizing Factors; and
21 b) the Products contain non-natural synthetic ingredients and are not all natural.

22 16. The absence of clear qualifiers and or information indicating that the Products do
23 not contain NMFs or contain synthetically produced ingredients renders the Challenged
24 Representation misleading.

25 17. Therefore, Defendant's use of the term "Natural Moisturizing Factors" is misleading
26 to consumers who do not know the scientific meaning of NMFs and false and misleading to
27 consumers who do. As a result, the Challenged Representations are likely to mislead reasonable
28 consumers and are material to purchasing decisions.

III. MATERIALITY TO CONSUMERS

18. The Challenged Representations are material to consumers because claims regarding ingredient naturalness and skin health are important to reasonable purchasers of cosmetic products. Consumers actively seek, and are willing to pay a premium for, cosmetic products marketed as “natural,” and the belief that a product only contains natural ingredients and replicates the skin’s own moisturizing system is likely to influence purchasing decisions. The Challenged Representations are material to reasonable consumers, including Plaintiff, who seek to avoid exposure to synthetic ingredients. The chemical composition of the Products is therefore important to consumers, and Plaintiff and other consumers purchased the Products because they believed the Products only contained natural ingredients as represented.

19. Through the false, misleading and deceptive packaging, labeling and marketing of the Products, Defendant sought to take advantage of consumers’ desire for a product that only contains natural ingredients and did so at the expense of unwitting consumers and lawfully acting competitors, over whom Defendant maintains an unfair competitive advantage.

20. Defendant’s marketing and advertising campaign enabled Defendant to sell the Products to thousands of California citizens. The Products are sold individually for prices ranging from \$6.00 to \$17.00 per product.

21. Plaintiff read, believed and relied upon the Challenged Representations pertaining to the Ordinary Natural Moisturizing Factors + HA product when purchasing the product multiple times.

22. In reliance on the Challenged Representations set forth herein, Plaintiff and consumers purchased products they would not have purchased but for the Challenged Representations. Had Plaintiff and other consumers known the true nature of the Products, they would not have purchased and spent money on the Products.

23. For the forgoing reasons, Defendant’s use of the term “Natural Moisturizing Factors” is false and/or misleading, as it is likely to mislead reasonable consumers and be materially misleading as to both ingredient nature and biological function.

1 24. As such, Defendant has engaged in conduct which violates Business and Professions
2 Code sections 17500, et seq., 17200, et seq., and Civil Code section 1750, et seq. (the California
3 Consumers Legal Remedies Act ("CLRA")), and particularly Civil Code section 1770,
4 subdivisions (a)(5) and (a)(7).

5 **IV. SUMMARY OF NOTICE OF VIOLATIONS OF LAW AND DEMAND FOR**
6 **RELIEF.**

7 25. On August 27, 2025, Defendant was served by Plaintiff with written notices pursuant
8 to Civil Code section 1750, et seq., which set forth Plaintiff's contentions and requested remedy.
9 Plaintiff's letter was sent via certified mail with electronic return receipt to Defendant who
10 acknowledged receipt. Defendant rejected Plaintiff's attempts to address the concerns stated herein
11 and instead has allowed the Products to continue to be sold with full knowledge of the alleged
12 claims.

13 24. Wherefore, unless and until enjoined by order of this Court, the false, misleading and
14 deceptive marketing and advertising of the Products by Defendant (i.e., the Challenged
15 Representations) will continue and cause great and irreparable injury to Plaintiff, the Class Members
16 and other California consumers.

17 26. Therefore, Plaintiff brings this action challenging Defendant's claims relating to the
18 Products on behalf of herself and all others similarly situated under Civil Code section 17500, et
19 seq., Business and Professions Code sections 17200, et seq. and Civil Code section 1770,
20 subdivisions (a)(5) and (a)(7).

21 25. Wherefore, Plaintiff seeks an order in equity compelling Defendant to discontinue the
22 conduct alleged herein.

23 26. Plaintiff further seeks an order in equity compelling restitution of the monetary
24 amounts by which Plaintiff and the Class did not receive the value of the Products they paid for and
25 by which Defendant has been unjustly enriched.

26 27. Plaintiff further seeks actual and punitive damages, pre- and post-judgment interest,
27 attorney's fees, and costs.

1 **V. THE PARTIES**

2 **A. Defendant**

3 28. Defendant DECIEM USA LLC is the owner and distributor of the Products and is the
4 company that created and/or authorized the false, misleading and deceptive advertisements and
5 labeling for the Products alleged herein.

6 29. Plaintiff is further informed and believes and based thereon alleges that DOES 1
7 through 10 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the
8 events, happenings, and damages hereinafter set forth below. The true names and capacities,
9 whether individual, corporate, associate or otherwise of certain manufacturers, distributors, and/or
10 their alter egos sued herein as DOES 1 through 10 inclusive are presently unknown to Plaintiff who
11 therefore sue this Defendant by fictitious names. Plaintiff will seek leave of this Court to amend
12 the Complaint to show their true names and capacities when the same have been ascertained.
13 Plaintiff is informed and believes and based thereon alleges that DOES 1 through 10 were authorized
14 to do and did business in Lassen, California.

15 **B. Plaintiff**

16 30. Plaintiff Petra Lopez is, and at all times relevant hereto was, a citizen of the state of
17 California. Plaintiff purchased The Ordinary Natural Moisturizing Factors + HA product multiple
18 times and approximately paid between \$10.00 and \$60.00, per product, within the last four years.

19 31. Prior to and at the time of each purchase, Plaintiff considered Defendant's Challenged
20 Representations. Plaintiff reasonably relied on the Challenged Representations in deciding to
21 purchase the Products, and she would not have purchased the Products if the true facts had been
22 known. As a direct result of Defendant's Challenged Representations Plaintiff suffered and
23 continues to suffer, economic injuries.

24 32. Plaintiff would like to purchase the Products in the future. However, Plaintiff will be
25 unable to rely on the Products' packaging, label or advertising in the future, and so will not purchase
26 the Product although they would like to. Plaintiff understands that the composition of the
27 ingredients in the Products could change over time. However, Plaintiff is unable to determine the
28 composition of the products in the Products and particularly, whether the ingredients are natural or

1 non-natural ingredients. Plaintiff might purchase the Products, despite the fact they were once
2 marred by false marketing and omissions of the true nature of the ingredients, as she may reasonably
3 assume, incorrectly, that the composition of the ingredients in the Products were changed. However,
4 as long as Defendant continues to manufacture the Products with the same ingredients but promote
5 the Products with the Challenged Representations and omissions of clarifying information, Plaintiff
6 (and other consumers) will be unable to make informed decisions about whether to purchase the
7 Products, and will be unable to evaluate the differences between the Products and competitors'
8 products. Plaintiff and other consumers are therefore further likely to be repeatedly misled by
9 Defendant's conduct, unless and until Defendant is enjoined from continuing to engage, use, or
10 employ the practice of falsely marketing and advertising for sale of the Products.

11 12 **VI. JURISDICTION**

13 33. This Court has subject-matter jurisdiction over this action because the claims arise
14 under California statutory and common law, and no federal question is presented.

15 34. This Court has personal jurisdiction over Plaintiff because Plaintiff is a citizen of
16 California and submits to the Court's jurisdiction.

17 35. This Court has personal jurisdiction over Defendant. Defendant DECIEM USA LLC
18 is a Limited Liability Company ("LLC") formed in Delaware. Defendant DECIEM USA LLC is
19 registered with the California Secretary of State, is existing under the laws of the State of California
20 and conducts substantial, continuous, and systematic business within California and has substantial
21 contacts with and receives substantial benefits and income from and through the State of California,
22 and committed the wrongful acts alleged herein within the State of California.

23 36. By marketing, advertising, selling, and distributing the products at issue to consumers
24 throughout California, Defendant purposefully availed itself of the privilege of conducting activities
25 within California and invoked the benefits and protections of California law.

26 37. The injuries suffered by Plaintiff and the Class occurred, at least in part, in California,
27 and arise out of Defendant's contacts with California. Accordingly, the exercise of jurisdiction over
28 Defendant is proper and comports with traditional notions of fair play and substantial justice.

VII. VENUE

38. Venue is proper in this District because Defendant does not have a Registered Street Address of California Office and because Defendant is doing business in Los Angeles County.

VIII. CLASS ALLEGATIONS

39. Plaintiff brings this action on her own behalf and on behalf of all other persons similarly situated. The Class which Plaintiff seeks to represent comprises:

All citizens of the state of California who purchased the Products during the time period of four (4) years preceding the date of the filing of this class action through the present. (Referred to herein as "the Class" or "Class Members").

Said definition may be further defined or amended by additional pleadings, evidentiary hearings, a class certification hearing, and orders of this Court.

40. Numerosity: Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable.

41. Adequacy: Plaintiff is an adequate representative of the Class because Plaintiff's interests are the same as the Class in that Plaintiff and the Class Members were subjected to the same representations by Defendant as set forth herein; Plaintiff intends to prosecute this action vigorously and completely on behalf of himself and the Class Members; Plaintiff has retained competent counsel experienced in prosecuting class actions; and Plaintiff's interests do not conflict with the interests of the Members of the Class. Based thereon, the interests of the Class Members will be fairly and adequately protected by Plaintiff and Plaintiff's counsel.

42. Commonality and Predominance of Common Issues: Defendant has acted on grounds common and applicable to the entire Class and therefore, numerous questions of law and fact are common to Plaintiff and the Class Members that predominate over any question affecting only individual Class Members thereby making relief appropriate with respect to the Class as a whole. Common and predominate factual and legal issues include but are not limited to:

a. Common facts include but are not limited to:

- 1 i. The Products that were and are currently being manufactured, marketed,
2 advertised and sold by Defendant over the proposed class period as set forth
3 herein, each individually have the same manufacturing process and
4 composition of materials and chemicals and were marketed, advertised and
5 sold by Defendant in the same place and manner during the proposed class
6 period.
- 7 ii. Each of the Products are labeled and packaged the same. Therefore, Plaintiff
8 and the Class Members were exposed to the same labeling and packaging for
9 each of the Products.
- 10 iii. Defendant's marketing and representations about each of the Products to
11 which Plaintiff and the Class were exposed (the Challenged Representations
12 and Net Impression of the Challenged Representations) was common for each
13 and all of the products and the same during the class period and therefore
14 common to Plaintiff and the Class Members.
- 15 iv. The Products that were manufactured, marketed, advertised and sold by
16 Defendant over the proposed class period and are currently being
17 manufactured, marketed, advertised and sold by Defendant, and the Product
18 purchased by Plaintiff as set forth herein, were and are substantially similar in
19 manufacture, marketing and advertising.

20 b. Common issues of law include but are not limited to:

- 21 i. Whether the Challenged Representations by Defendant, as alleged herein,
22 were and are material to Plaintiff and the Class Members.
- 23 ii. Whether the Challenged Representations by Defendant, as alleged herein,
24 were and are false, deceptive and/or misleading in violation of Business and
25 Professions Code sections 17200, et seq. and 17500, et seq. and California
26 Civil Code 1750, et. seq.

27 43. Accordingly, the determination of Defendant's liability under each of the causes of
28 action presents legal issues that are common to Plaintiff and the class as a whole.

1 44. Typicality: Plaintiff's claims are co-extensive with those of the Class members as
2 Plaintiff and the Class Members' injuries and claims arise from the same course of conduct by
3 Defendant as alleged herein.

4 45. The Class is identifiable and ascertainable. Plaintiff has precisely defined the Class
5 based on objective criteria whereby Class Members would be able to know whether they are a
6 member of the prospective Class, specifically, all citizens of the state of California who purchased
7 the Products during the time period of four (4) years preceding the date of the filing of this class
8 action through the present.

9 46. Notice can be provided to such purchasers using techniques and a form of notice
10 customarily used in class actions, including direct notice by email to the Class Members and other
11 California consumers from Defendant's and third-party retailers' records, internet publication,
12 radio, newspapers, magazines and other social media platforms such as YouTube, Instagram,
13 TikTok and Facebook.

14 47. Superiority: A class action is superior to other available methods for the fair and
15 efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and will
16 continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct.
17 The expense and burden of individual litigation would make it impracticable and impossible for
18 proposed Class Members to afford to seek legal redress for the wrongs complained of herein and
19 prosecute their claims individually. Therefore, absent a class or representative action, the Class
20 Members will continue to suffer losses and Defendant will be allowed to continue these violations
21 of law and to retain the proceeds of its wrongdoing. Class treatment of common questions of law
22 and fact would also be a superior method to multiple individual actions or piecemeal litigation in
23 that class treatment will conserve the resources of the courts and the litigants and will promote
24 consistency and efficiency of adjudication. Finally, trial on a representative and class basis would
25 be manageable. Liability may be determined by facts and law common to the Class Representative
26 and the Class Members and monetary damages or restitution may be determined by proven and
27 approved methods on a class wide basis.

IX. CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17500, et seq.

(False and Misleading Advertising)

48. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and incorporates the same as if set forth herein.

49. This cause of action is brought pursuant to Business and Professions Code section 17500, et seq., on behalf of Plaintiff and the Class.

50. As alleged in the preceding paragraphs, the Challenged Representations detailed herein constitute unfair, unlawful, and fraudulent business practices within the meaning of Business and Professions Code section 17500, et seq.

51. Defendant intended the Challenged Representations, Net Impression of the Challenged Representations, as detailed herein.

52. Defendant publicly disseminated and advertised the Challenged Representations set forth herein which Defendant knew, or should have known in the exercise of reasonable care, was untrue or misleading via advertising mediums that include but are not limited to, the Product labeling and website at <https://theordinary.com/en-us>, as set forth herein.

53. The Challenged Representations and Net Impression of the Challenged Representations were material to Plaintiff and the Class Members and played a substantial part, and were a substantial factor, in influencing Plaintiff's and the Class Members' decisions to purchase the Products.

54. Plaintiff and the Class Members relied on Defendant's false, deceptive, and misleading representations and would not have purchased the Products if not for the false, deceptive, and misleading representations and marketing of the Challenged Representations by Defendant set forth herein.

55. Plaintiff and the Class Members have suffered injury in fact and have lost money or property as a result of Defendant's false, deceptive, and misleading representations and marketing of the Challenged Representations set forth herein.

3 57. All of Defendant's conduct alleged herein occurs and continues to occur in
4 Defendant's business.

5 58. Wherefore, Plaintiff and other California consumers have, among other things, no
6 adequate remedy at law for the injuries that are currently being suffered and that will be suffered in
7 the future in that, unless and until enjoined by order of this Court, the Challenged Representations
8 will continue and cause great and irreparable injury to Plaintiff, Class Members and other California
9 consumers.

59. Therefore, pursuant to Business and Professions Code section 17535, Plaintiff seeks an order in equity from this Court enjoining Defendant from engaging in the above-described wrongful acts and practices, including, but not limited to, an order enjoining Defendant from continuing to disseminate and/or including the Challenged Representations detailed herein in the marketing, advertising, website pages, packaging and labeling of the Products.

15 60. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members
16 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the
17 value of the Products they paid for and by which Defendant was unjustly enriched.

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, et seq.**

20 **(Unlawful, Unfair, and Fraudulent Business Acts or Practices and Unfair, Deceptive, Untrue**

21 **or Misleading Advertising)**

61. Plaintiff repeats and realleges the allegations set forth above, and incorporates the same as if set forth herein at length.

62. Plaintiff brings this cause of action pursuant to Business and Professions Code section 17200, et seq., on her own behalf and on behalf of all other persons similarly situated.

63. The UCL prohibits “any unlawful, unfair... or fraudulent business act or practice.” (Bus. & Prof. Code, § 17200, et seq.) Defendant’s Challenged Representations as set forth herein violates each of these provisions.

A. “Unfair” Prong

64. Under California’s Unfair Competition Law (Bus. & Prof. Code, § 17200, et seq.), a challenged activity is “unfair” when “any injury it causes outweighs any benefits provided to consumers and the injury is one that the consumers themselves could not reasonably avoid.” (*Camacho v. Auto Club of Southern California* (2006) 142 Cal.App.4th 1394, 1403.)

65. Defendant’s Challenged Representations in the marketing, advertising, packaging and labeling of the Products are false.

66. Defendant’s Challenged Representations falsely advertising the status of the Products cause injuries to consumers, who do not receive what they were promised.

67. Defendant’s Challenged Representations stifles competition in the marketplace.

68. Consumers cannot avoid any of the injuries caused by Defendant’s false and misleading advertising of the Products.

69. Defendant’s conduct of marketing, advertising, packaging and labeling the Products with the Challenged Representations detailed herein results in financial harm to consumers. Thus, the utility of Defendant’s conduct is vastly outweighed by the gravity of its harm.

70. Defendant’s marketing, advertising, packaging and labeling of the Products with the Challenged Representations detailed herein is false, deceptive, misleading and unreasonable, and constitutes unfair conduct.

71. Defendant knew or should have known of its unfair conduct.

72. As alleged in the preceding paragraphs, the Challenged Representations by Defendant detailed above constitute an unfair business practice within the meaning of Business and Professions Code section 17200, et seq.

73. There were reasonably available alternatives to further Defendant’s business interests other than the conduct described herein. Defendant could have marketed, advertised, packaged and labeled the Product without making the Challenged Representations detailed herein.

74. All of the conduct alleged herein occurs and continues to occur in Defendant’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

B. "Fraudulent" Prong

75. Defendant's marketing, advertising, packaging and labeling of the Products with the Challenged Representations detailed herein is likely to deceive members of the public.

76. Defendant's advertising and labeling of the Products with the Challenged Representations detailed herein is false, deceptive, misleading, and unreasonable and constitutes fraudulent conduct.

77. Defendant knew or should have known of its fraudulent conduct.

78. As alleged in the preceding paragraphs, the material Challenged Representations and by Defendant detailed above constitute a fraudulent business practice in violation of Business and Professions Code section 17200, et seq.

79. There were reasonably available alternatives to further Defendant's business interests other than the conduct described herein. Defendant could have marketed, advertised, packaged and labeled the Products without making the Challenged Representations detailed herein.

80. All of the conduct alleged herein occurs and continues to occur in Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

81. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Defendant's fraudulent conduct. Plaintiff and the Class paid an unwarranted premium for the Products. Plaintiff and the Class purchased the Products under the false belief of the Challenged Representations and the Net Impression of the Challenged Representations set forth herein. Plaintiff and the Class relied upon Defendant's Challenged Representations and the Net Impression of the Challenged Representations set forth herein. Plaintiff and the Class reasonably relied on these Challenged Representations and Net Impression of the Challenged Representations in deciding to purchase the Products and would not have purchased the Products if the true facts had been known. Plaintiff and the Class would not have purchased the Products had they known that the Products contain ingredients that are unnatural, synthetic, and/or artificial, and had they not been misled by the false and misleading advertising containing the Challenged Representations detailed herein.

C. “Unlawful” Prong

82. Defendants’ business practices, described herein, violated and continue to violate the “unlawful” prong of Business and Professions Code section 17200, et seq., by violating Civil Code sections 1573, 1709, 1710, 1711, and 1750 et seq., Business and Professions Code sections 17500, et. seq.

82. Defendant’s advertising and labeling of the Products with the Challenged Representations is further “unlawful” because it violates California Health and Safety Code sections 110390-110400 and sections 11765-111775.

83. In 1938, Congress enacted the Federal Food, Drug, and Cosmetic Act (“FD&C Act”), 21 U.S.C. § 301, et seq. after Congress “became increasingly concerned about unsafe drugs and fraudulent marketing.” (*Wyeth v. Levine* (2009) 555 U.S. 555, 566.) Through the FD&C Act, 21 U.S.C. section 301, et seq., the FDA has several safety and effectiveness regulations in place that govern the manufacture and marketing of cosmetic products.

84. The California Health & Safety Code’s Sherman Food, Drug and Cosmetic Law (“Sherman Law”) has expressly adopted the FD&C Act labeling requirements as its own. In fact, under the Sherman Law, cosmetics are required to satisfy all of the labeling requirements of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. section 301, et seq., and the federal Fair Packaging and Labeling Act, 15 U.S.C. section 1451, et seq. (See Cal. Health & Saf. Code, § 110371.)

85. The FD&C Act prohibits, among other things, the “introduction or delivery for introduction into interstate commerce of any food, drug, device, or cosmetic that is adulterated or misbranded.” (FD&C Act, § 301(a); 21 U.S.C. 331, subd. (a).) Under the FDCA, a cosmetic may be misbranded if “its labeling is false or misleading in any particular.” (21 U.S.C. § 362(a).)

86. The California Health & Safety Code Sherman Law’s definition of “misbranded” as defined by California Health and Safety Code section 111730 mirrors the FDA definition, defining a cosmetic as misbranded if “its labeling is false or misleading in any particular.” (*Id.* § 111730.) Accordingly, under the California Health & Safety Code, it is unlawful in the state of California to distribute cosmetics if its packaging or labeling requirements do not conform to the provisions of the Sherman Law or the Federal Law. (Health & Saf. Code, § 1100385.)

1 87. In determining whether the labeling or advertisement of a food, drug, device, or
2 cosmetic is misleading, all representations made or suggested by statement, word, design, device,
3 sound, or any combination of these, shall be taken into account. The extent that the labeling or
4 advertising fails to reveal facts concerning the food, drug, device, or cosmetic or consequences of
5 customary use of the food, drug, device, or cosmetic shall also be considered. (*Id.* § 110290.)

6 88. California Health & Safety Code § 109900 defines a "cosmetic" as: "any article, or its
7 components, intended to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise
8 applied to, the human body, or any part of the human body, for cleansing, beautifying, promoting
9 attractiveness, or altering the appearance."

10 89. Each of the Products are considered a cosmetic product as defined by the California
11 Health and Safety Code.

12 90. As alleged herein, Defendant has violated the Sherman Law by misbranding the
13 Products through the marketing and advertising of the Products with the Challenged
14 Representations.

15 91. Defendant knew or should have known of their unlawful conduct.

16 92. As alleged in the preceding paragraphs, the Challenged Representations by Defendant
17 detailed herein constitute an unlawful business practice within the meaning of Business and
18 Professions Code section 17200, et seq.

19 93. There were reasonably available alternatives to further Defendant's legitimate
20 business interests other than the conduct described herein. Defendant could have truthfully labeled
21 and advertised each of the Products.

22 94. Plaintiff and the Class have suffered injury in fact and have lost money as a result of
23 Defendant's fraudulent conduct. Plaintiff and the Class paid an unwarranted premium for the
24 Products. Plaintiff and the Class purchased the Products under the false belief of the Challenged
25 Representations and Net Impression of the Challenged Representations set forth herein. Plaintiff
26 and the Class relied upon Defendant's Challenged Representations and the Net Impression of the
27 Challenged Representations set forth herein. Plaintiff and the Class reasonably relied on these
28 Challenged Representations and the Net Impression of the Challenged Representations in deciding

1 to purchase the Products and would not have purchased the Products if the true facts had been
 2 known. Plaintiff and the Class would not have purchased the Products had they known that the
 3 Products contained ingredients that are unnatural, synthetic, and/or artificial and had they not been
 4 misled by the Challenged Representations and the Net Impression of the Challenged
 5 Representations set forth herein.

6 95. All of the conduct alleged herein occurred and continues to occur in Defendant's
 7 business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct
 8 repeated on thousands of occasions daily.

9 96. Wherefore, Plaintiff and other California consumers have, among other things, no
 10 adequate remedy at law for the injuries that are currently being suffered and that will be suffered in
 11 the future in that, unless and until enjoined by order of this Court, the Challenged Representations
 12 by Defendant will continue and cause great and irreparable injury to California consumers.

13 97. Therefore, pursuant to Business and Professions Code section 17203, Plaintiff seeks
 14 an order in equity from this Court enjoining Defendant from engaging in the above-described
 15 wrongful acts and practices, including, but not limited to, an order enjoining Defendant from
 16 continuing to disseminate and/or including the Challenged Representations detailed herein in the
 17 marketing, advertising, website pages, packaging and labeling of the Products.

18 98. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members
 19 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the
 20 value of the Products they paid for, and by which Defendant was unjustly enriched.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq.**

23 **(Consumer Legal Remedies Act)**

24 99. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and
 25 incorporates the same as if set forth herein.

26 100. This cause of action is brought pursuant to Civil Code section 1750, et seq., the
 27 Consumers Legal Remedies Act, on behalf of Plaintiff and a Class pursuant to Civil Code section
 28 1781 consisting of the Class defined above.

101. The Class consists of thousands of persons, the joinder of whom is impracticable.

102. There are questions of law and fact common to the Class, which questions are substantially similar and predominate over questions affecting the individual members, including but not limited to:

- a. The Products that were and are currently being manufactured, marketed, advertised and sold by Defendant over the proposed class period and the Product purchased by Plaintiff, as set forth herein, have the same manufacturing process and composition of materials and chemicals and were marketed, advertised and sold by Defendant in the same place and manner.
- b. The Products were labeled and packaged the same during the proposed class period. Therefore, Plaintiff and the Class Members were exposed to the same labeling and packaging for the Products.
- c. Defendant's marketing and representations about each of the Products to which Plaintiff and the Class were exposed (The Challenged Representations and Net Impression of the Challenged Representations) were the same and were common for each and all of the products and the same during the class period and therefore common to Plaintiff and the Class Members.
- d. Whether the Challenged Representations by Defendant alleged herein were and are material to Plaintiff and the Class Members.
- e. Whether the Challenged Representations by Defendant, as alleged herein, were and are false, deceptive and/or misleading in violation of Civil Code section 1750, et. seq.

103. As set forth in detail herein, Defendant publicly disseminated marketing and advertising promoting the Products as being a "Natural Moisturizing Factor" and not containing any unnatural ingredients – whether synthetic, processed, chemically altered, or otherwise unnatural (i.e. the "Net Impression") when in fact they are not natural.

104. The policies, acts, and practices described herein were intended to result in the sale of the Products to the consuming public and violated and continue to violate Civil Code section 1770, subdivision (a)(5) of the Act by making representations that The Ordinary brand and Products have

1 characteristics and benefits which they do not have as represented, and violate Civil Code section
2 1770, subdivision (a)(7) by representing that the Products are of a particular standard, quality, grade
3 and style when they are of another.

4 105. In doing so, Defendant intentionally misrepresented material facts.

5 106. Defendant's Challenged Representations about the Products led Plaintiff and other
6 consumers to believe that the Products have characteristics, ingredients and benefits which they do
7 not have and are of a particular standard, quality, grade and style when they are of another.

8 107. Defendant knew that the Challenged Representations concerning the Products'
9 purported attributes and qualities were false and/or misleading and material to the Plaintiff, the Class
10 Members and other consumers' purchase decisions.

11 108. Defendant's actions as described hereinabove were done with a conscious disregard
12 of Plaintiff's, the Class Members' and other consumers' rights.

13 109. Defendant's Challenged Representations were material to Plaintiff and the Class
14 Members and played a substantial part, and were a substantial factor, in influencing Plaintiff's and
15 the Class Members' decisions to purchase the Products.

16 110. Plaintiff and the Class Members relied on Defendant's Challenged Representations
17 and would not have purchased the Products if not for the Challenged Representations by Defendant
18 set forth herein.

19 111. Plaintiff and the Class Members have suffered injury in fact and have lost money or
20 property as a result of Defendant's false, deceptive, and misleading Challenged Representations set
21 forth herein.

22 112. The Products as purchased by Plaintiff and the Class Members were and are
23 unsatisfactory and worth less than the amount paid for them.

24 113. On July 31, 2025, Defendant was served by Plaintiff with written notices pursuant to
25 Civil Code section 1750, et seq., which set forth Plaintiff's contentions and requested remedy.
26 Plaintiff's letter was sent via certified mail with electronic return receipt to Defendant who
27 acknowledged receipt. Defendant ignored Plaintiff's attempts to address the concerns stated herein
28

1 and instead has allowed the Products to continue to be sold with full knowledge of the alleged
2 claims.

3 114. All of Defendant's conduct alleged herein occurs and continues to occur in
4 Defendant's business.

5 115. Wherefore, Plaintiff and other California consumers have, among other things, no
6 adequate remedy at law for the injuries that are currently being suffered and that will be suffered in
7 the future in that, unless and until enjoined by order of this Court, the Challenged Representations
8 by Defendant will continue and cause great and irreparable injury to California consumers.

9 116. Therefore, pursuant to Civil Code section 1780, subdivision (a)(2), Plaintiff seeks an
10 order in equity from this Court enjoining Defendant from engaging in the above-described wrongful
11 acts and practices, including, but not limited to, an order enjoining Defendant from continuing to
12 disseminate and/or including the Challenged Representations detailed herein in the marketing,
13 advertising, website pages, packaging and labeling of the Products.

14 117. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members
15 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the
16 value of the Products they paid for and by which Defendant was unjustly enriched and or damages.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays
19 for judgment and relief on all Causes of Action as follows:

20 **FIRST AND SECOND CAUSES OF ACTION**

- 21 1. An order enjoining Defendant from pursuing the practices complained of herein;
- 22 2. An order certifying that the action may be maintained as a Class Action;
- 23 3. For an award of restitution in an amount according to proof at trial;
- 24 4. For an award of attorney fees pursuant to Civil Code section 1021.5.

25 **THIRD CAUSE OF ACTION**

- 26 1. An order enjoining Defendant from pursuing the practices complained of pursuant
27 to Civil Code section 1780, subdivision (a)(2);

2. An order certifying that the action may be maintained as a Class Action pursuant to Civil Code section 1781;
3. For an award of restitution in an amount according to proof at trial pursuant to Civil Code section 1780, subdivision (a)(3);
4. For an award of damages.
5. For an award of punitive damages pursuant to Civil Code section 1780, subdivision (a)(4);
6. For an award of costs of this suit pursuant to Civil Code section 1780, subdivision (e);
7. For an award of attorney's fees pursuant to Civil Code sections 1780, subdivision (e) and/or 1021.5.

FURTHER RELIEF

Plaintiff further seeks punitive damages pursuant to Civil Code section 3294, pre- and post-judgment interest and such other and further relief as the Court may deem appropriate.

JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all triable issues.

DATED: February 13, 2026

STEVENS, L.C.

By: //s//Paul D. Stevens
Paul D. Stevens
Attorneys for Plaintiff and the
Class