Todd M. Friedman (Cal. SBN 216752)
Adrian R. Bacon (Cal. SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, California 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddflaw.com
abacon@toddflaw.com

Michael R. Reese (Cal. SBN 206773)
REESE LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Phone: 212-643-0500
Fax: 212-253-4272
mreese@reesellp.com

Attorneys for Plaintiffs and the Proposed Class

Electronically FILED by Superior Court of California, County of Los Angeles 2/10/2025 9:23 AM David W. Slayton, Executive Officer/Clerk of Court, By C. Vega, Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

VICTOR GUZMAN, PERRY BRUNO, LAUREN FLEMING, DAVID PLOWDEN, KAREN BETZAG, and JAIME NAPOLITANO, individually, and on behalf of all other members similarly situated,

Plaintiffs,

- against -

DR. SQUATCH, LLC,

Defendant.

Case No. 25STCV03523

CLASS ACTION COMPLAINT

(Amount to Exceed $35,000)

Jury Trial Demanded

Plaintiffs VICTOR GUZMAN, PERRY BRUNO, LAUREN FLEMING, DAVID PLOWDEN, KAREN BETZAG, and JAIME NAPOLITANO ("Plaintiffs") allege upon information and belief, except for allegations about Plaintiffs, which are based on personal knowledge:

1. Dr. Squatch, LLC ("Defendant") manufactures and sells personal care products, such as shampoos, conditioners, soaps, deodorants, and toothpastes, described as "natural" under the Dr. Squatch brand ("Products").[1]

I. CONSUMER DEMAND FOR NATURAL PERSONAL CARE PRODUCTS

2. Sales of personal care products based on natural ingredients are growing twice the rate of traditional personal care products and exceed $50 billion per year.

3. Consumers understand "natural" personal care products claims broadly, such that a product's description with this term causes them to expect it only contains natural ingredients.

4. According to Nielsen, whether a product is natural and contains natural instead of synthetic ingredients is very important to almost half of the public.

5. The Federal Trade Commission ("FTC") has affirmed the importance of "natural" labeling to consumers when applied to personal care products.

6. A recent academic publication concluded that consumers would pay at least ten percent more for personal care products highlighting their natural attributes.

7. Over three-quarters of Americans believe personal care products with synthetic ingredients are associated with detrimental impacts on health and the environment.

8. One scholar theorized "the preference for natural products appeals to a moral ideology and offers a moral satisfaction."

9. To assist in ascertaining what consumers believe "natural" means, regulatory agencies have provided guidance.

10. For example, the United States Department of Agriculture ("USDA") issued a Draft Guidance Decision Tree for Classification of Materials as Synthetic or Nonsynthetic (Natural)

[1] The products at issue include any Dr. Squatch product labeled on the front of the packaging as "natural" (collectively defined as the "Products").

("Draft Guidance").

11. This Draft Guidance considers a substance natural as opposed to synthetic if (a) it is manufactured, produced, or extracted from a natural source (i.e. naturally occurring mineral or biological matter), (b) it has not undergone a chemical change (i.e. a process whereby a substance is transformed into one or more other distinct substances) so that it is chemically or structurally different than how it naturally occurs in the source material, or (c) the chemical change was created by a naturally occurring biological process such as composting, fermentation, or enzymatic digestion or by heating or burning biological matter.

12. Congress defined "synthetic" to mean a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plants, animals, or mineral sources. 7 U.S.C. § 6502.

13. This excludes synthetic ingredients, produced through chemical syntheses and other chemical reactions, and made through use of chemical compounds, even if those are absent in the final ingredient.

II. MORE THAN HALF OF PRODUCTS' INGREDIENTS ARE NOT NATURAL

14. During the Class Period Defendant sold Products labeled as natural but which actually contain the following synthetic ingredients, including, but not limited to, the following:

a. Men's Natural Deodorant Summer Citrus: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

b. Men's Natural Deodorant Cool Fresh Aloe: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

c. Men's Natural Deodorant pine tar: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

d. Men's Natural Deodorant Birchwood Breeze: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

e. Men's Natural Deodorant Alpine Sage: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

f. Men's Natural Deodorant Fresh Falls: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

g. Men's Natural Deodorant Wood Barrel Bourbon: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

h. Men's Natural Deodorant Bay Rum: stearyl alcohol, magnesium hydroxide, triethyl citrate, jojoba esters;

i. Men's Natural Conditioner Summer Citrus: stearyl alcohol, glyceryl stearate, hydrogenated vegetable oil, sodium stearoyl glutamate;

j. Men's Natural Conditioner Cool Fresh Aloe: stearyl alcohol, hydrogenated vegetable oil, glyceryl stearate, sodium stearoyl glutamate, potassium sorbate, sodium benzoate;

k. Men's Natural Conditioner Pine Tar: stearyl alcohol, glyceryl stearate, sodium stearoyl glutamate, hydrogenated vegetable oil, potassium sorbate, sodium benzoate, calcium gluconate;

l. Men's Natural Conditioner Cool Citrus: stearyl alcohol, glyceryl stearate, sodium stearoyl glutamate, hydrogenated vegetable oil, potassium sorbate, sodium benzoate, calcium gluconate;

m. Men's Natural Conditioner Fresh Falls: stearyl alcohol, glyceryl stearate, sodium stearoyl glutamate, hydrogenated vegetable oil, potassium sorbate, sodium benzoate, calcium gluconate;

n. Men's Natural Toothpaste Morning Formula: hydrated silica, xylitol, sodium cocoyl glutamate;

o. Men's Natural Toothpaste Night formula: hydrated silica, xylitol, sodium cocoyl glutamate, tocopherol acetate;

p. Men's Natural Shampoo Pine Tar: decyl glucoside, coco-glucoside, glycerin, sodium cocoyl glutamate, polyglyceryl-6 oleate, glyceryl caprylate, cyprylyl/capryl glucoside, sodium stearoyl lactylate, potassium sorbate, sodium benzoate, calcium gluconate;

q. Men's Natural Shampoo Coconut castaway: decyl glucoside, coco-glucoside, glycerin, sodium cocoyl glutamate, polyglyceryl-6 oleate, glyceryl caprylate, cyprylyl/capryl glucoside, sodium stearoyl lactylate, potassium sorbate, sodium benzoate, calcium gluconate;

r. Men's Natural Shampoo Cypress Coast: decyl glucoside, coco-glucoside, glycerin, sodium cocoyl glutamate, polyglyceryl-6 oleate, glyceryl caprylate, cyprylyl/capryl glucoside, sodium stearoyl lactylate, potassium sorbate, sodium benzoate, calcium gluconate;

s. Men's Natural Shampoo Fresh Falls: decyl glucoside, coco-glucoside, glycerin, sodium cocoyl glutamate, polyglyceryl-6 oleate, glyceryl caprylate, cyprylyl/capryl glucoside, sodium stearoyl lactylate, potassium sorbate, sodium benzoate, calcium gluconate;

t. Mens Natural Shampoo Cool Fresh Aloe: decyl glucoside, coco-glucoside, glycerin, sodium cocoyl glutamate, polyglyceryl-6 oleate, glyceryl caprylate, cyprylyl/capryl glucoside, sodium stearoyl lactylate, potassium sorbate, sodium benzoate, calcium gluconate;

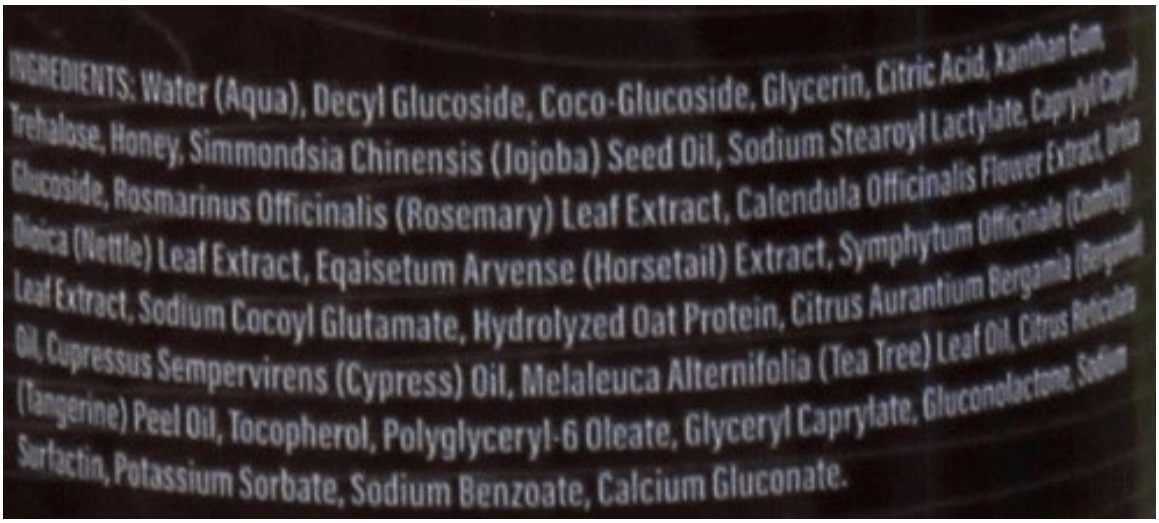
u. Mens Natural Shampoo Summer Citrus: decyl glucoside, coco-glucoside, glycerin, sodium cocoyl glutamate, polyglyceryl-6 oleate, glyceryl caprylate, cyprylyl/capryl glucoside, sodium stearoyl lactylate, potassium sorbate, sodium benzoate, calcium gluconate.

15. Defendant describes its Products as "Natural," such as "Men's Natural Shampoo."



16. However, in contrast to how reasonable consumers understand the Products' description as "natural," the presence of synthetic, non-natural ingredients render their labels false and misleading.

17. This is demonstrated, in part, through a review of the ingredient list, in fine print on the back of the Products.



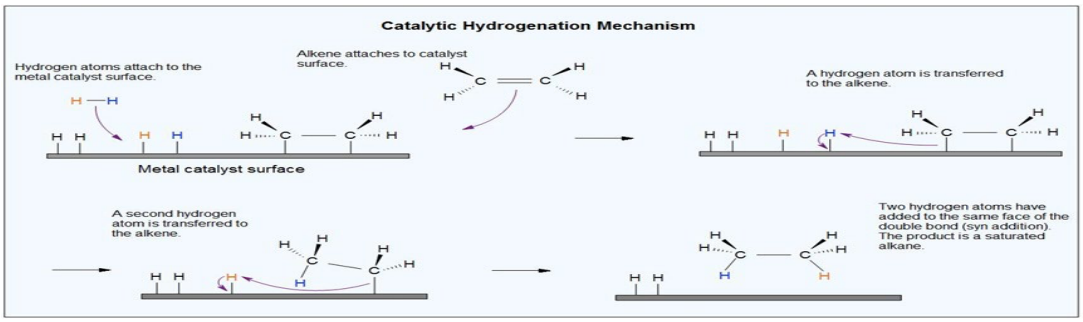
INGREDIENTS: Water (Aqua), Decyl Glucoside, Coco-glucoside, Glycerin, Citric Acid, Xanthan Gum, Trehalose, Honey, Simmondsia Chinensis (Jojoba) Seed Oil, Sodium Stearoyl Lactylate, Caprylyl/Capryl Glucoside, Rosmarinus Officinalis (Rosemary) Leaf Extract, Calendula Officinalis Flower Extract, Urtica Dioica (Nettle) Leaf Extract, Equisetum Arvense (Horsetail) Extract, Symphytum Officinale (Comfrey) Leaf Extract, Sodium Cocoyl Glutamate, Hydrolyzed Oat Protein, Citrus Aurantium Bergamia (Bergamot) Oil, Cupressus Sempervirens (Cypress) Oil, Melaleuca Alternifolia (Tea Tree) Leaf Oil, Citrus Reticulata (Tangerine) Peel Oil, Tocopherol, Polyglyceryl-6 Oleate, Glyceryl Caprylate, Gluconolactone, Sodium Surfactin, Potassium Sorbate, Sodium Benzoate, Calcium Gluconate

18. Hydrogenation is a synthetic reaction that between hydrogen gas and an unsaturated double bond in a molecule under high pressure in the presence of a metal catalyst. [2]

19. The following diagram depicts the hydrogenation process: [3]

[2] Monoj K Gupta, Practical Guide To Vegetable Oil Processing https://www.sciencedirect.com/book/9781630670504/practical-guide-to-vegetable-oil-processing

[3] Catalytic Hydrogenation of Alkenes, https://chem.libretexts.org/Bookshelves/Organic_Chemistry/Supplemental_Modules_(Organic_Chemistry)/Alkenes/Reactivity_of_Alkenes/Catalytic_Hydrogenation



20. Neutralization is a chemical reaction where an acid and a base are reacted to form water and a salt.[4]

21. Esterification is a chemical reaction which combines an organic acid and an alcohol to produce an ester and water.[5]

22. Transesterification is defined a synthetic reaction between an ester functional group and an alcohol.

23. Jojoba Esters is a complex mixture of esters produced by the transesterification/interesterification of Simmondsia Chinensis (Jojoba) Oil, Hydrogenated Jojoba Oil, or a mixture of the two. [6]

24. Xylitol is a synthetic chemical produced from the hydrogenation of xylose.

25. Hydrated Silica is a synthetic chemical produced from the reaction of sodium silicate with sodium hydroxide.

26. Sodium Stearoyl Glutamate is created from a condensation reaction of glutamic acid and stearic acid followed by a neutralization reaction between the product of the condensation reaction and sodium hydroxide.

---

[4] Information available at: https://chem.libretexts.org/Bookshelves/Physical_and_Theoretical_Chemistry_Textbook_Maps/Supplemental_Modules_(Physical_and_Theoretical_Chemistry)/Acids_and_Bases/Acid_Base_Reactions/Neutralization

[5] Information available at: https://chem.libretexts.org/Bookshelves/Organic_Chemistry/Supplemental_Modules_(Organic_Chemistry)/Carboxylic_Acids/Reactivity_of_Carboxylic_Acids/Fischer_Esterification

[6] Information about jojoba esters found at https://www.ewg.org/skindeep/ingredients/703268-SIMMONDSIA_CHINENSIS_JOJOBA_ESTERS/

27. Sodium Cocoyl Glutamate is created from a condensation reaction of glutamic acid and fatty acids extracted from coconut oil followed by a neutralization reaction between the product of the condensation reaction and sodium hydroxide.

28. Tocopherol acetate is produced from the acetylation of tocopherol with acetic acid.

29. Stearyl Alcohol is synthesized by the hydrogenation of stearic acid.

30. Hydrogenated vegetable oil is synthesized from the hydrogenation of various vegetable oils.

31. Glyceryl Stearate is produced by the synthetic reaction of glycerol and stearic acid.

32. Potassium Sorbate is produced from the neutralization of sorbic acid with potassium hydroxide.

33. Sodium benzoate is produced by the neutralization of sodium hydroxide with benzoic acid.

34. Calcium Gluconate is produced from the neutralization reaction of gluconic acid with lime or calcium carbonate.

35. Triethyl citrate is created from the treatment of citric acid with acetic anhydride or acetyl chloride forming a cyclic anhydride, which is then reacted with ethanol.

36. Magnesium Hydroxide is created from a reaction of magnesium chloride or magnesium sulfate and sodium hydroxide.

37. Decyl glucoside is not natural because it is made by chemical condensation with glucose polymers.

38. Coco-glucoside is a synthetic ingredient obtained by the condensation of glucose and coconut alcohol with acid catalysts at high temperatures.

39. Glycerin is recognized as synthetic and is a factory-produced texturizer created by complex processing. 7 C.F.R. § 205.605(b).

40. Sodium stearoyl lactylate is a mixture of sodium salts of stearoyl lactylic acids and sodium salts of related acids. It is manufactured by the reaction of stearic acid and lactic acid and conversion to sodium salts.

41. Caprylyl/capryl glucoside is produced by the reaction of glucose from corn with the fatty alcohol capric alcohol.

42. Polyglyceryl-6 oleate is produced through saponification and polymerization.

43. Glyceryl caprylate is produced through esterification, involving caprylic acid and glycerin.

III. THE LABELING IS MISLEADING

44. The Products' labeling are misleading because their description as "Natural" is inconsistent with how some of the ingredients are not natural, but synthetic.

45. The use of synthetic, non-natural ingredients is misleading to consumers who expect they are buying products that are "natural."

46. In a similar context, the FTC has held that representations of personal care products as "all natural" and "100 percent natural" are misleading to consumers when they contain synthetic ingredients, like those identified in the Products.

47. Based on surveys and other research, consumers understand the term "natural" consistent with the terms "all natural" and "100 percent natural."

48. Personal care products made only and mostly with natural as opposed to synthetic ingredients exist in the marketplace and are technologically and economically feasible.

49. As a result of the false and misleading representations, the Products, such as the "Men's Natural Shampoo," are sold at a premium price, approximately not less than $11.99 per 8 oz, excluding tax and sales, higher than similar products represented in a non-misleading way, and higher than it would be sold for absent the misleading representations and omissions.

PARTIES

50. Plaintiff Guzman is a citizen of Los Angeles County, California.

51. Plaintiff Bruno is a citizen of Los Angeles County, California.

52. Plaintiff Fleming is a citizen of Lake County, Illinois.

53. Plaintiff Plowden is a citizen of Palm Beach County, Florida.

54. Plaintiff Betzag is a citizen of Nassau County, New York.

55. Plaintiff Napolitano is a citizen of Richmond County, New York.

56. Defendant Dr. Squatch, LLC is a Delaware limited liability company with a principal place of business at 4065 Glencoe Avenue Ste 300B, Marina del Rey, California 90292, Los Angeles County, California.

57. Defendant is a manufacturer and seller of personal care products, including soaps, shampoos, toothpastes, and conditioners, described as "natural."

58. The products are sold to consumers from grocery stores, convenience stores, drug stores, big box stores, warehouse club stores and/or online from Defendant's website and by third parties.

59. Plaintiff Guzman purchased the Products between September 2020 and the present, at grocery stores, convenience stores, drug stores, big box stores, warehouse club stores and/or online from Defendant's website and third parties, in California.

60. Plaintiff Bruno purchased the Products on October 21, 2022, from a Ralphs located at 10900 Magnolia Blvd, North Hollywood, California.

61. Plaintiff Fleming purchased the Products from websites and/or stores in Illinois, including but not necessarily limited to Defendant's website, in 2021, among other times.

62. Plaintiff Plowden purchased the Products at grocery stores, big box stores, convenience stores, warehouse club stores, drug stores, and/or online, in Palm Beach County and/or other counties in Florida between November 2019 and November 2023.

63. Plaintiff Betzag purchased the Products between February 2021 and February 2024, at grocery stores, big box stores, bodegas, drug stores, convenience stores, and/or other similar locations in New York.

64. Plaintiff Napolitano purchased the Products between September 2021 and September 2024, at grocery stores, big box stores, bodegas, drug stores, convenience stores, and/or other similar locations in New York.

65. Plaintiffs are like most consumers who look to the front label of a product to learn what it is and its key features.

66. Plaintiffs are like most consumers who prefer personal care products labeled as natural, for the reasons indicated above.

67. Plaintiffs read and relied on the front label statement of "natural" to expect the Products were natural and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic ingredients.

68. Based on consumer experience with how personal care products described as "natural" are labeled in a truthful and non-misleading manner, Plaintiffs expected that if the Products contained synthetic ingredients, this would be prominently disclosed in places on the packaging other than the ingredient list, notwithstanding their inability to determine whether such ingredients were "natural," based on them being regular consumers.

69. Plaintiffs bought the Products for a premium price.

70. Plaintiffs paid more for the Products than they would have had they known the representations and omissions were false and misleading or would not have purchased them.

71. The value of the Products that Plaintiffs purchased was materially less than their value as represented by Defendant.

72. Plaintiffs chose between Defendant's Products and products represented similarly, but which did not misrepresent their attributes, features, and/or components.

73. Plaintiffs intend to, seek to, and will purchase the Products again when they can do so with the assurance their representations are consistent with their attributes, features, and/or composition.

74. Plaintiffs are unable to rely on the representations not only of these Products, but other similar personal care products represented as "natural" because they are unsure whether those representations are truthful.

75. If Defendant's labeling were to be truthful, Plaintiffs could rely on the labeling of other such products.

JURISDICTION

76. Plaintiffs Guzman and Bruno are citizens of California.

77. Defendant is a citizen of California based on the citizenship of its sole member, a resident of California.

78. The Court has jurisdiction over Defendant because it transacts business within California and sells the Products to consumers within California from thousands of retail stores, including grocery stores, drug stores, big box stores, warehouse club stores, convenience stores, specialty grocery stores and/or online in this State and online to citizens of this State.

79. Defendant transacts business in California, through the sale of the Products to consumers within California from thousands of retail stores, including grocery stores, drug stores, big box stores, warehouse club stores, convenience stores, specialty grocery stores and/or online in this State and online to citizens of this State.

80. Defendant has committed tortious acts within this State through the distribution and sale of the Products, which is misleading to consumers in this State.

81. Defendant has committed tortious acts outside this State by labeling, representing and selling the Products in a manner which causes injury to consumers within this State by misleading them as to their contents, amount and/or quality, by regularly doing or soliciting business, or engaging in other persistent courses of conduct to sell the Products to consumers in this State, and/or derives substantial revenue from the sale of the Products in this State.

82. Defendant has committed tortious acts outside this State by labeling the Products in a manner which causes injury to consumers within this State by misleading them as to their contents, amount and/or quality, through causing the Products to be distributed throughout this State, such that it expects or should reasonably expect such acts to have consequences in this State and derives substantial revenue from interstate or international commerce.

83. This Court has jurisdiction under Article VI, § 10 of the California Constitution and § 410.10 of the Code of Civil Procedure ("CCP").

84. This Court has subject matter jurisdiction. BPC § 17200 *et seq*.; CCP § 382.

VENUE

85. Venue is in this Court because Plaintiffs Guzman and Bruno are residents of Los Angeles County.

86. Venue is in this Court because a substantial part of the events or omissions giving rise to these claims occurred in Los Angeles County, which is where Plaintiffs Guzman and Bruno's causes of action accrued. CCP § 395.

87. Plaintiffs Guzman and Bruno purchased, used and/or consumed the Products in reliance on the labeling identified here in Los Angeles.

88. Plaintiffs Guzman and Bruno became aware the labeling was false and misleading in Los Angeles County.

CLASS ALLEGATIONS

89. This action is brought pursuant to CCP § 382 on behalf of the following class:

> All persons in the United States who purchased any Dr. Squatch product labeled on the front of the packaging as 'natural' on or after November 17, 2018 through present.

90. Excluded from the Class are (a) Defendant, Defendant's board members, executive-level officers, and attorneys, and immediate family members of any of the foregoing persons; (b) governmental entities; (c) the Court, the Court's immediate family, and Court staff and (d) any person that timely and properly excludes himself or herself from the Class.

91. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiffs and class members are entitled to damages.

92. Plaintiffs' claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

93. Plaintiffs are adequate representatives because their interests do not conflict with other members.

94. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

95. The class of persons is sufficiently numerous because Defendant has sold the

Products with the identified representations for several years throughout this State, and they were bought by thousands of consumers.

96. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

97. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

98. Plaintiffs seek class-wide injunctive relief because the practices continue.

CLAIMS FOR RELIEF

FIRST CLAIM
Violation of California's Unfair Competition Law,
Cal. Bus. & Prof. Code § 17200, *et seq.*

99. Plaintiffs incorporate all preceding paragraphs.

100. The UCL prohibits any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.

101. Defendant's conduct is "unlawful" because it violates California's False Advertising Law, BPC § 17500, *et seq.* ("FAL"), and Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA").

102. Each of the challenged statements and omissions made and actions taken by Defendant as described violates the CLRA and the FAL and therefore violates the "unlawful" prong of the UCL.

103. Defendant's conduct was and continues to be unfair and fraudulent because it made materially false representations and omissions that caused consumers to believe the Products were natural and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic ingredients.

104. Defendant is aware of the representations and omissions it has made about the Products with respect to them being labeled as "natural."

105. Had Plaintiffs been aware of Defendant's practices, they would not have purchased the Products or paid as much, suffering damages.

106. In accordance with BPC § 17203, Plaintiffs seek an order enjoining Defendant from

continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence corrective advertising.

SECOND CLAIM
Violation of California's False Advertising Law,
Cal. Bus. & Prof. Code § 17500, *et seq.*

107. The FAL prohibits "mak[ing] any false or misleading advertising claim."

108. Defendant makes "false [and] misleading advertising claim[s]" by deceiving consumers about how the Products are natural and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic ingredients.

109. In reliance on this false and misleading advertising, Plaintiffs purchased, used and/or consumed the Products without knowledge they were not natural, because they did not contain only or mostly natural ingredients, but consisted of mostly non-natural, synthetic ingredients.

110. Defendant knew or should have known that "natural" representations and omissions about personal care products were likely to deceive consumers.

111. Plaintiffs and Class Members seek injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

THIRD CLAIM
Violation of California's Consumers Legal Remedies Act,
Cal. Civ. Code § 1750, *et seq.*

112. The CLRA adopts a statutory scheme prohibiting deceptive practices in connection with the conduct of a business providing goods, property, or services primarily for personal, family, or household purposes.

113. Defendant's policies, acts, and practices were designed to, and did, result in the purchase, consumption and/or use of the Products primarily for personal, family, or household purposes, and violated and continue to violate sections of the CLRA, including:

(a) Civil Code § 1770(a)(5), because Defendant represented that the Products had characteristics, attributes, features, capabilities, uses, benefits, and qualities they did not have;

(b) Civil Code § 1770(a)(9), because Defendant advertised the Products with an intent not to sell them as advertised; and

(c) Civil Code § 1770(a)(16), because Defendant represented that the Products had been supplied in accordance with its previous representations, when they was not.

114. Pursuant to the provisions of Cal. Civ. Code § 1782(a), Plaintiff Guzman sent a CLRA Notice to Defendant after this action was commenced, which detailed and included these violations of the CLRA, demanded correction of these violations, and provided the opportunity to correct these business practices, prior to seeking monetary damages under the CLRA.

115. Records from the carrier show the Notice was received.

116. Defendant has not corrected the identified conduct within thirty days of receipt.

117. Accordingly, Plaintiffs seek damages and injunctive relief pursuant to Defendant's violation of the CLRA.

FOURTH CLAIM
Breach of Express Warranty

118. The Products were manufactured, identified, marketed and sold by Defendant and expressly warranted to Plaintiffs that they were natural, and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic ingredients.

119. Defendant directly marketed the Products to Plaintiffs and consumers through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions distributed to resellers, and targeted digital advertising.

120. Defendant knew the product attributes that potential customers like Plaintiffs were seeking, personal care products that were natural and contained only or mostly natural ingredients and developed its marketing and labeling to directly meet those needs and desires.

121. Defendant's representations about the Products were conveyed in writing and promised they would be defect-free, and Plaintiffs understood this meant that they were natural, and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic ingredients.

122. Defendant affirmed and promised that the Products were natural and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic

ingredients.

123. Defendant described the Products so Plaintiffs and consumers believed they were natural and contained only or mostly natural ingredients even though they consisted of mostly non-natural, synthetic ingredients, which became part of the basis of the bargain that they would conform to its affirmations and promises.

124. Plaintiffs recently became aware of Defendant's breach of the Products' warranties.

125. Plaintiffs provided or provides notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Products' warranties.

126. Defendant received notice and should have been aware of these issues due to complaints by third parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

127. The Products did not conform to their affirmations of fact and promises due to Defendant's actions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and members of the proposed Class, pray for judgment and relief as follows:

A. Certification of the Class, designating Plaintiffs as representatives of the Class and Plaintiffs' Counsel as counsel for the Class;

B. A declaration that Defendant has committed the violations alleged;

C. For injunctive relief the Court deems appropriate;

D. For restitution and disgorgement pursuant to, without limitation, the California Business & Professions Code §§ 17200, *et seq.* and Cal Civ. Code § 1780;

E. Compensatory damages, the amount of which is to be determined at trial;

F. For punitive damages;

G. For attorneys' fees;

H. For costs of suit incurred;

I. For pre- and post-judgment interest; and

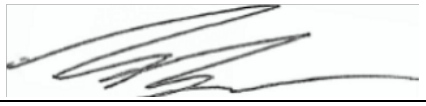
J. For such further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all causes of action so triable.

Dated: February 10, 2025

Respectfully submitted,



Todd M. Friedman (Cal. SBN 216752)
Adrian R. Bacon (Cal. SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd., Suite 340
Woodland Hills, California 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddflaw.com
abacon@toddflaw.com

/s/ Michael R. Reese
Michael R. Reese (Cal. SBN 206773)
REESE LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Phone: 212-643-0500
Fax: 212-253-4272
mreese@reesellp.com

Counsel for Plaintiffs and the Proposed Class