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

12 MICHAEL DILANYAN, individually  
13 and on behalf of all others similarly  
14 situated,

15 Plaintiff,

16 vs.

17 UNIVERSAL BEAUTY PRODUCTS,  
18 INC.

19 Defendant.

Case No. 2:24-cv-5200

**CLASS ACTION COMPLAINT**

- 20 1. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, *et. seq.*
- 21 2. VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW, BUSINESS AND PROFESSIONS CODE § 17500, *et. seq.*
- 22 3. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et. seq.*
- 23 4. UNJUST ENRICHMENT
- 24 5. BREACH OF EXPRESS WARRANTY

25 **DEMAND FOR JURY TRIAL**

1 Plaintiff Michael Dilanyan (“**Plaintiff**”), individually and on behalf of all other  
2 similarly situated purchasers (the “**Class**” and “**Class Members**”), brings this class  
3 action lawsuit against Universal Beauty Products, Inc. (“**Defendant**”), and alleges as  
4 follows:

5 **INTRODUCTION**

6 1. **Synopsis.** In an effort to increase profits and to gain an unfair advantage  
7 over their lawfully acting competitors, Defendant falsely and misleadingly labels a  
8 line of its beard care products with the following claims: “Made with Natural  
9 Ingredients” and/or “Natural” (hereinafter, “**Challenged Representations**” or  
10 “**Natural Representations**”).

11 2. Contrary to the Products’ Natural Representations, as explained in detail  
12 below, the Products actually contain numerous non-natural, synthetic, artificial,  
13 and/or highly processed ingredients. Through falsely, misleadingly, and deceptively  
14 labeling the Products, Defendant sought to take advantage of consumers’ desire for  
15 truly natural products. Yet Defendant has done so at the expense of unwitting  
16 consumers, as well as Defendant’s lawfully acting competitors, over whom Defendant  
17 maintains an unfair competitive advantage.

18 3. **Products.** The purported “natural” beard care products at issue are: (1)  
19 Beard 2-in-1 Wash & Tame; (2) Beard Guyz Beard Wash; (3) Beard Guyz Beard Oil  
20 (in various sizes); (4) Beard Guyz Micro Mist Beard Oil; (5) Beard Guyz Beard  
21 Serum; (6) Beard Guyz Beard Conditioner; (7) Beard Guyz Moustache Wax; (8)  
22 Beard Guyz Styling Foam and (9) Beard Guyz Beard Butter (collectively referred to  
23 as the “**Products**”).

24 4. The Products are pictured below. Figures 1-6, *infra*.

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1 *Figure 1 – **Beard Guyz Beard 2-in-1 Wash & Tame***



1 *Figure 2 – Beard Guyz Beard Wash*



1 *Figure 3 – Beard Guyz Beard Oil*<sup>1</sup>



<sup>1</sup> The Beard Oil includes, but is not limited to, the following sizes: (a) 1.5 Fl. Oz; and (b) 2.0 Fl. Oz.

1 **Figure 4 – Beard Guyz Micro Mist Beard Oil**



1 *Figure 5 – **Beard Guyz Beard Serum***





1 *Figure 6 – **Beard Guyz Moustache Wax***





1 *Figure 7 – **Beard Guyz Moustache Wax***



1 *Figure 8 – **Beard Guyz Styling Foam***



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1 *Figure 9 – **Beard Guyz Beard Butter***



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1           **5. Primary Dual Litigation Objective.** Plaintiff brings this action  
2 individually and in a representative capacity on behalf of similarly situated consumers  
3 who purchased the Products during the relevant Class Period (Class and/or Subclass  
4 defined *infra*), for dual primary objectives: **One**, Plaintiff seeks, on Plaintiff’s  
5 individual behalf and on behalf of the Class/Subclass, a monetary recovery of the  
6 price premium Plaintiff and consumers overpaid for Products that should, but fail to,  
7 comport with the Challenged Representation (which may include, for example,  
8 damages, restitution, disgorgement, and/or any applicable penalties, fines, or  
9 punitive/exemplary damages) solely to the extent that the causes of action pled herein  
10 permit such recovery. **Two**, Plaintiff seeks, on their individual behalf and on behalf  
11 of the Class/Subclass, injunctive relief to stop Defendant’s unlawful manufacture,  
12 marketing, and sale of the Products with the Challenged Representation to avoid or  
13 mitigate the risk of deceiving the public into believing that the Products conform to  
14 the Challenged Representation, by requiring Defendant to change its business  
15 practices, which may include one or more of the following: removal or modification  
16 of the Challenged Representation from the Products’ labels, removal or modification  
17 of the Challenged Representation from the Products’ advertising, modification of the  
18 Products’ formulation be it a change in ingredients or their sourcing and  
19 manufacturing processes, and/or discontinuance of the Products’ manufacture,  
20 marketing, and/or sale.

### **JURISDICTION AND VENUE**

21  
22           6. This Court has subject matter jurisdiction of this action pursuant to 28  
23 U.S.C. § 1332 and the Class Action Fairness Act of 2005 because: (i) there are 100  
24 or more class members, (ii) there is an aggregate amount in controversy exceeding  
25 \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because  
26 at least one plaintiff and defendant are citizens of different states. This Court has  
27 supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. § 1367.  
28

1 7. Venue is proper in this District under 28 U.S.C. § 1391, because a  
2 substantial part of the events, omissions, and acts giving rise to the claims herein  
3 occurred in this District. Plaintiff is a citizen of California who resides in this District.  
4 Plaintiff purchased the Product in this District. Defendant has deliberately marketed,  
5 advertised, and sold the Products within this District. Defendant receives substantial  
6 compensation from sales in this District.

7 8. Defendant is subject to personal jurisdiction in California based upon  
8 sufficient minimum contacts which exist between Defendant and California.  
9 Defendant is authorized to do and is doing business in California.

### 10 PARTIES

11 9. **Plaintiff:** Plaintiff is, and at all times relevant hereto was, a citizen of  
12 California. Plaintiff routinely purchased the Beard Guyz Beard 2-in-1 Wash & Tame  
13 from a Walmart location in Los Angeles in between January - February of 2024.  
14 Plaintiff paid approximately \$10 for the Product. In making his purchase, Plaintiff  
15 relied upon Defendant's labeling and advertising claims, namely, the Natural  
16 Representations labels clearly printed on the front of the Product. These claims were  
17 prepared and approved by Defendant and its agents and disseminated statewide and  
18 nationwide, to encourage consumers to purchase the Products. If Plaintiff had known  
19 that the Product contained ingredients that are non-natural, synthetic, artificial, and/or  
20 highly processed, then Plaintiff would not have purchased the Product.

21 10. **Plaintiff's Future Harm:** Plaintiff would like to purchase the Product  
22 again only if he can be sure that Defendant is compliant with the state consumer  
23 protection laws. Plaintiff continues to see Defendant's Products in stores available for  
24 purchase, and desires to purchase them again if the representations regarding the  
25 Natural Representations were in fact true. Since Plaintiff would like to purchase the  
26 Products again to obtain beard care products that, as advertised, are truly natural and  
27 therefore do not contain non-natural, synthetic, artificial, and/or highly processed  
28 ingredients, Plaintiff would purchase them again in the future—despite the fact that



1 they were once marred by false advertising or labeling—as Plaintiff would  
 2 reasonably, but incorrectly, assume the Products were improved (no longer contain  
 3 non-natural, synthetic, artificial, and/or highly processed ingredients). In that regard,  
 4 Plaintiff is an average consumer who is not sophisticated in the chemistry,  
 5 manufacturing, and formulation of beard care products, such as the Products. Neither  
 6 Plaintiff, nor reasonable consumers, have the requisite knowledge to accurately  
 7 differentiate between cosmetic ingredients that are “natural” and those that are  
 8 “synthetic”—particularly those non-natural ingredients identified *infra*. Accordingly,  
 9 Plaintiff is at risk of reasonably, but incorrectly, assuming that Defendants fixed the  
 10 formulation of the Products such that Plaintiff may buy them again, believing they  
 11 were no longer falsely advertised. Plaintiff is, therefore, currently and in the future  
 12 deprived of the ability to rely on the Natural Representations. Based on information  
 13 and belief, the labeling of the Products purchased by Plaintiff are typical of the  
 14 labeling of the Products purchased by members of the class.

15       11. **Defendant:** Universal Beauty Products, Inc., is a Limited Liability  
 16 Company headquartered in Glendale Height, Illinois. Universal Beauty Products,  
 17 Inc., maintains its principal business office at 500 Wall Street, Glendale Height,  
 18 Illinois 60139. Universal Beauty Products, Inc., directly and through its agents, has  
 19 substantial contacts with and receives substantial benefits and income from and  
 20 through the State of California. Universal Beauty Products, Inc., is the owner,  
 21 manufacturer, and distributor of the Products, and is the company that created and/or  
 22 authorized the false, misleading, and deceptive packaging of the Products.

## **FACTUAL ALLEGATIONS**

### **A. Natural Market**

25       12. In recent years, consumers have poured billions of dollars into the natural  
 26 cosmetics market. The global market in 2018 for natural cosmetics was estimated to  
 27 have a revenue of \$10.31 billion and increases each year, with an estimated growth  
 28

1 to \$48.04 billion by 2025.<sup>2</sup> In fact, consumers tend to purchase natural cosmetics  
2 more often than not, showing the growing importance of the natural cosmetic market.<sup>3</sup>  
3 Consumers value natural products for numerous reasons, including perceived benefits  
4 of avoiding diseases, attaining health and wellness, helping the environment, assisting  
5 local farmers, assisting factory workers who would otherwise be exposed to synthetic  
6 and hazardous substances, and financially supporting the companies that share these  
7 values. In response to consumers' desire for natural products, many companies,  
8 including Defendants, have scrambled to manufacture, market, and sell purportedly  
9 "natural" products in an effort to gain market share. Unfortunately, rather than  
10 creating the natural products consumers desire, Defendants have chosen instead to  
11 market the Products through deceptive labeling and advertising in order to convince  
12 consumers the products are natural when, in reality, they contain synthetic and  
13 artificial ingredients.

14 13. Desire for "natural" attributes has a long history in the sociological and  
15 psychological literature, and as a result, it enhances consumers' positive perception  
16 of the overall product (and its quality), making the products more desirable than the  
17 correspondent "non-natural" products.

18 14. Consumers are willing to pay a price premium for the "natural" products,  
19 and believe it is important that products are natural.

20 15. Similar to a desire for a more expensive brand, consumers associate  
21 products labeled as "natural" or "made with natural ingredients" to be better. If the  
22 same two products were shown to a consumer, one of which contained the "natural"  
23

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24 <sup>2</sup> *Natural Cosmetics Market Worth \$48.04 Billion by 2025*, BLOOMBERG,  
25 June 11, 2019, [https://www.bloomberg.com/press-releases/2019-06-11/natural-](https://www.bloomberg.com/press-releases/2019-06-11/natural-cosmetics-market-worth-48-04-billion-by-2025-cagr-5-01-grand-view-research-inc)  
26 [cosmetics-market-worth-48-04-billion-by-2025-cagr-5-01-grand-view-research-inc](https://www.bloomberg.com/press-releases/2019-06-11/natural-cosmetics-market-worth-48-04-billion-by-2025-cagr-5-01-grand-view-research-inc)  
(last visited June 10, 2024).

27 <sup>3</sup> *Global Market Value For Natural and Organic Cosmetics And Personal Care*  
28 *From 2018 To 2027*, STATISTA, Sept. 24, 2020,  
[https://www.statista.com/statistics/673641/global-market-value-for-natural-](https://www.statista.com/statistics/673641/global-market-value-for-natural-cosmetics/)  
[cosmetics/](https://www.statista.com/statistics/673641/global-market-value-for-natural-cosmetics/) (last visited June 10, 2024).



1 label, consumers would chose the product with the “natural” label, believing to be a  
2 better alternative to the same product which does not contain the “natural” label.

3 16. However, consumers are not scientists. They do not understand the  
4 manufacturing process, and are not well-versed in the processes involved in obtaining,  
5 synthesizing, or preparing various products and their ingredients.

6 17. Consumers rely on the manufacturers to honestly label the products.  
7 When consumers see “natural” or “made with natural ingredients” labels, they  
8 perceive the products to be fully natural, and not containing any unnatural ingredients  
9 – whether synthetic, processed, chemically altered, or otherwise unnatural.

10 18. Consumers rely on the corporate America (and here, on Defendant) to  
11 honestly label the products, and chose to buy the “natural” products, reasonably  
12 believing the front labels to be truthful.

13 19. **Governmental Regulatory Agencies’ and Standard Dictionary**  
14 **Definitions:**

15 a. **USDA.** The United States Department of Agriculture (“USDA”),  
16 pursuant to 7 U.S.C. § 6502, defines the term “synthetic” for  
17 agricultural products as “a substance that is formulated or  
18 manufactured by a chemical process or by a process that chemically  
19 changes a substance extracted from naturally occurring plant, animal,  
20 or mineral sources, except that such term shall not apply to substances  
21 created by naturally occurring biological processes.”

22 b. **Dictionary.** The Merriam-Webster standard dictionary defines  
23 “natural” as “existing in or produced by nature: not artificial,” and “not  
24 having any extra substances or chemicals added: not containing  
25 anything artificial.”<sup>4</sup>

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28 <sup>4</sup> Natural Definition, *Merriam-Webster.com*, 2011, available at  
<https://www.merriam-webster.com/dictionary/natural> (last accessed June 12, 2024).

1 c. **FTC.** The Federal Trade Commission (“FTC”) has cautioned  
2 “[m]arketers that are using terms such as natural must ensure that they  
3 can substantiate whatever claims they are conveying to reasonable  
4 consumers. If reasonable consumers could interpret a natural claim as  
5 representing that a product contains no artificial ingredients, then the  
6 marketer must be able to substantiate that fact.” Guides for the Use of  
7 Environmental Marketing Claims, 75 FR 63552-01, 63586 (Oct. 15,  
8 2010).

9 20. Accordingly, reasonable consumers, like Plaintiff, interpret the Natural  
10 Representations as claims that the Products cont no non-natural, artificial, and/or  
11 synthetic ingredients.

12 **B. The Products’ Misleading and Deceptive Labeling**

13 21. **Products.** Defendant manufactures, markets, promotes, advertises,  
14 labels, and sells a line of beard care products (*see supra*, ¶¶ 3-4, identifying Products)  
15 — each of which displays the Challenged Representation on the Products’ front-  
16 facing labels.

17 22. **The Challenged Representation.** On the Products’ front labels,  
18 Defendant prominently, conspicuously, and repeatedly displays the Challenged  
19 Representation—specifically, “**Made with Natural Ingredients.**” Defendant also  
20 uses statements and imagery to reinforce the Challenged Representation throughout  
21 the Products’ labels and Defendant’s advertising campaign and brand strategy to  
22 differentiate the Products as containing only natural ingredients.

23 23. **Reasonable Consumer’s Perception.** The Challenged Representation,  
24 in isolation and/or combined with Defendant’s pervasive marketing campaign and  
25 brand strategy, leads reasonable consumers, like Plaintiff, into believing that the  
26 Products contain only natural ingredients. Given limited general knowledge of what  
27 is included in beard care items, the reasonable consumer does not expect a non-natural  
28 ingredient in the Products. As such, the Products’ labels have the “capacity,

1 likelihood, or tendency to deceive or confuse the public” into believing that they are  
 2 fully natural and are truthfully labeled. *See Williams v. Gerber Prods. Co.*, 552 F.3d  
 3 934, 938 (9th Cir. 2008) (citing *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 951 (2002) and  
 4 *Leoni v. State Bar*, 39 Cal. 3d 609, 626 (1985)) (The California Supreme Court has  
 5 recognized “that [consumer protection] laws prohibit ‘not only advertising which is  
 6 false, but also advertising which, although true, is either actually misleading or which  
 7 has a capacity, likelihood or tendency to deceive or confuse the public.’”).

8 24. **Falsity.** The Challenged Representation is false and deceptive because  
 9 the Products contain numerous non-natural ingredients. Specifically, the Products  
 10 contain the following non-natural, synthetic, and/or artificial ingredients, in varying  
 11 combinations:

- 12 ● **Cocamidopropyl Betaine** is a synthetic detergent derived from fatty  
 13 acids in coconuts and acts as a surfactant, binding to oils and dirt.<sup>5</sup> In  
 14 2004, it was voted Allergen of the year by the American Contact  
 15 Dermatitis Society due to reactions and sensitization it causes. Risks also  
 16 include contact dermatitis and environmental toxicity.
- 17 ● **Caprylyl Glycol** is manufactured synthetically meaning it relies less on  
 18 natural resources like palm and coconut oil.
- 19 ● **Cocamidopropyl Hydroxysultaine** is synthetically derived from  
 20 coconut oil using different chemical reactions. Epichlorohydrin and  
 21 sodium bisulfite are reacted to fatty acids (Lauric acid) from coconut oil  
 22 to get CAHS, which is used as a foam booster and thickening agent.
- 23 ● **Citric Acid** is synthetically made by the fermentation of glucose.
- 24 ● **Decyl Glucoside** is a surfactant that is synthetically created by reacting  
 25 glucose with certain alcohols.
- 26 ● **Ethylhexylglycerin** is derived from synthetic raw materials.

27 <sup>5</sup> Loggins, Brittany. *Cocamidopropyl Betaine: Why You See This Ingredient In*  
 28 *Your Skincare*, BYRDIE, June 3, 2022. [https://www.byrdie.com/cocamidopropyl-](https://www.byrdie.com/cocamidopropyl-betaine-5207555)  
*betaine-5207555* (last accessed June 10, 2024).

- 1 ● **Fragrance** is a synthetic compound composed of petroleum by-products  
2 such as benzene derivatives, aldehydes, toluene, and other known toxic  
3 chemicals.
- 4 ● **Guar Hydroxypropyltrimonium Chloride** is a common synthetic  
5 cationic polymer used in cosmetics for anti-frizz and static.
- 6 ● **Glycerin** is a synthetic, produced by the hydrogenolysis of carbohydrates.
- 7 ● **Limonene** is synthetically created from geranyl pyrophosphate, via  
8 cyclization of a neryl carbocation.
- 9 ● **Linalool** is produced industrially by hemi-synthesis from pinene or  
10 through total chemical synthesis.
- 11 ● **Panthenol** is synthetically produced by combining propanolamine and  
12 beta-dimethyl butyrolactone. When panthenol is applied topically, it  
13 penetrates the lower layers of the skin, is absorbed by skin cells and  
14 converted to pantothenic acid (more commonly known as vitamin B5).
- 15 ● **Phenoxyethanol** is synthetically made for commercial purposes by  
16 reacting phenol, a mildly acidic petroleum derived chemical, with  
17 ethylene oxide, a proven human carcinogen, in an alkaline medium.
- 18 ● **Potassium Sorbate** is a synthetic preservative produced by reacting  
19 sorbic acid with potassium hydroxide.
- 20 ● **Sodium Benzoate** is a synthetic chemical produced in a lab by  
21 combining benzoic acid, found naturally in some fruits and spices, with  
22 sodium hydroxide which is a synthetically manufactured substance.
- 23 ● **Sodium Chloride** is formed when sodium atoms interact with chlorine  
24 atoms.
- 25 ● **Tocopherol** is classified by federal regulations as a synthetic substance,  
26 even when extracted from natural oils, which is done through molecular  
27 distillation, solvent extraction, or absorption chromatography.<sup>6</sup>

28 <sup>6</sup> *Vitamin E*. National Center for Biotechnology Information. PubChem  
Compound Database, U.S. National Library of Medicine,  
<https://pubchem.ncbi.nlm.nih.gov/compound/Vitamin-E>. (last accessed June 10,  
2024).

1 25. In addition to those ingredients that are not natural, the Products contain  
2 numerous ingredients that have been subject to significant chemical modification or  
3 processing, which materially altered the ingredients’ original natural composition. Put  
4 differently, to create certain ingredients used in the Products, natural-sourced  
5 ingredients are subjected to substantial processing such that the resulting ingredient  
6 used in the Products is an entirely new, synthetically-created ingredient—one that  
7 fundamentally differs from the original natural-derived ingredient. Accordingly, the  
8 Challenged Representation is false, misleading, and deceptive, and therefore  
9 unlawful.

10 **C. Defendant’s Product Marketing Further Misleads Reasonable Consumers**

11 26. Despite formulating its Products with many non-natural (synthetic and  
12 chemical) ingredients, Defendant methodically markets these Products as “natural”  
13 both on its own and other third-party retailer websites, which further mislead  
14 consumers into believing the Products contain only natural ingredients. *See pictures*  
15 *from official retail websites below.*

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beardguyz



371 views

beardguyz The benefits of a good beard oil 🙌👏

Shop our must-have Beard Oil made with natural ingredients with all the benefits you need to maintain a healthy beard 🧔



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beardguyz



35 likes

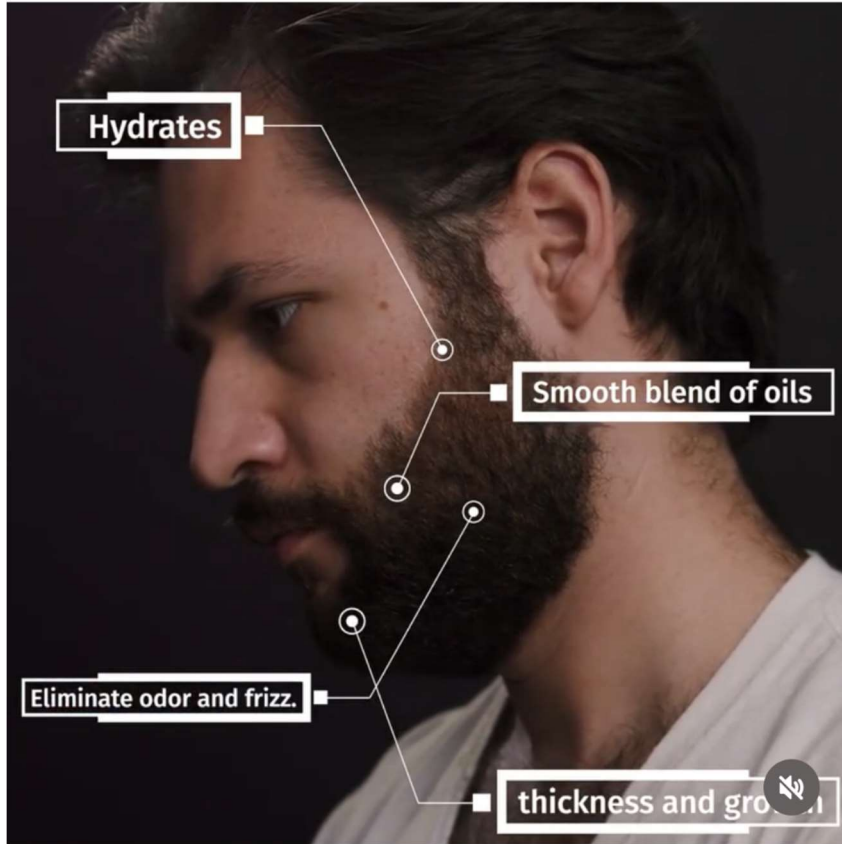
beardguyz Beard Care done right 💪

Crafted using natural ingredients, our Beard Oil nourishes your skin and highlights that shine all day 💧





beardguyz



37,665 views

beardguyz Myth: Beard care isn't necessary!

Fact: A proper beard care routine is essential to your look 🙌👤

Our Beard Oil is made with natural ingredients to soften facial hair and moisturize skin ~~working to create a~~ smooth look and comfortable feel 🙌 Follow @BeardGuyz for tips and tricks on beard care!

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**At a glance**



Clean



Cruelty Free



Natural



Sensitive Skin



Oily Skin



Dry Skin



Combination Skin



Mature Skin

Show less

**BEARD OIL 2.0 OZ.**

~~\$13.49~~ **\$12.14**

Beard Guyz Beard Oil is a must-have in any beard grower's regimen. Made with natural ingredients, Beard Oil softens facial hair for a smooth look and comfortable feel. It absorbs quickly to moisturize the skin underneath your beard.

- 1 +

**ADD TO CART**

SKU: FG00413BZNP1  
Category: **BEARD OIL**

1 **C. Defendant Misleads Plaintiff and Reasonable Consumers, Who Relied on**  
 2 **the Material and False Advertising Claims to their Detriment**

3 27. **Materiality.** The Challenged Representation is material to reasonable  
 4 consumers, including Plaintiff, in deciding to buy the Products. Specifically, the  
 5 composition of the Products containing only natural ingredients—is important to  
 6 consumers and motivates them to buy the Products.

7 28. **Reliance.** The Class, including Plaintiff, reasonably relied on the  
 8 Challenged Representation in deciding to purchase the Products.

9 29. **Consumers Lack Knowledge of Falsity.** Consumers, including Plaintiff,  
 10 do not know, and have no reason to know, at the time of purchase, that the Products’  
 11 Challenged Representation is false, misleading, deceptive, and unlawful. That is  
 12 because consumers, including Plaintiff, do not work for Defendant and therefore have  
 13 no personal knowledge of the actual ingredients used to make the Products or how  
 14 those ingredients are made, including whether non-natural ingredients are included in  
 15 the Products. Additionally, average consumers do not have the specialized knowledge  
 16 of a chemist or product-developer. Thus, reasonable consumers, like Plaintiff, cannot  
 17 discern from the Products’ ingredient disclosures whether ingredients, are natural.  
 18 Furthermore, reasonable consumers, like Plaintiff, does not ordinarily review  
 19 information on the back or side panels of a consumer products’ packaging, like the  
 20 Products’ packaging, particularly dense, fine-print ingredient disclosures, or review  
 21 such information on websites. Indeed, studies show that only approximately 7.7% to  
 22 11.6% of people even look at the side or back labels of consumer goods, such as  
 23 ingredient lists, before they buy it.<sup>7</sup>

24 \_\_\_\_\_  
 25 <sup>7</sup> Grunert, Klaus, et. al, *Nutrition knowledge, and use and understanding of*  
 26 *nutrition information on food labels among consumers in the UK*, 55 *Appetite* 177, at  
 27 179-181 (2010) available at  
 28 <https://reader.elsevier.com/reader/sd/pii/S0195666310003661?token=95E4146C1B7D7A7C9A487F22F0B445BD44499550086E04870765EBE116ED32DBFE3795E60B69C75831563CD1BC6655A&originRegion=us-east-1&originCreation=20220720162546> (consumer purchasing behavior study using in-

1 30. The average consumer spends generally not more than 13 seconds to  
 2 make an in-store purchasing decision.<sup>8</sup> That decision is heavily based upon the  
 3 product's front labeling because consumers do not have time to review and read every  
 4 portion of the label and inspect in detail the rear label which depicts in small print the  
 5 ingredients.

6 31. **Defendant's Knowledge.** Defendant knew, or should have known, that  
 7 the Challenged Representation was false, misleading, deceptive, and unlawful, at the

8  
 9 store observation and interview data collection methodology to realistically estimate  
 10 the degree consumers use nutritional information (found on side/back panels of food  
 11 product labels and packaging), finding: (1) only **11.6% of respondents**, who looked  
 12 at a product and placed it in their shopping cart, **were actually observed looking at**  
 13 **the side/back panels of its packaging or labels** (panels other than the front panel)  
 14 before placing it in the cart; (2) of those who looked at the side/back panels, only  
 15 31.8% looked at it the product "in detail" (i.e., 3.7% of respondents who looked at the  
 16 product, looked at side/back panels in detail); and (3) the **respondents self-reported**  
 17 **frequency of reviewing side/back panels** (for nutritional information) **is**  
 18 **overreported by 50%** when the in-store interview data and observational data are  
 19 compared); Grunert, Klaus, et. al, *Use and understanding of nutrition information on*  
 20 *food labels in six European countries*, 18(3) *Journal of Public Health* 261, 261, 263,  
 21 266 (2010), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2967247/>  
 22 (last accessed July 20, 2022) (consumer purchasing behavior study using in-store  
 23 observation and interview data collection methodology to evaluate whether people  
 24 look at food labels before buying them, where they looked, and how long they looked,  
 25 finding: (1) respondents spent, on average, approximately 35 seconds, per product,  
 26 on products they bought; and (2) 62.6% of respondents looked at the front packaging,  
 27 and **only 7.7% looked elsewhere (side/back panels) on the packaging**, for products  
 28 they bought); Benn, Yael, et al., *What information do consumers consider and how*  
*do they look for it, when shopping for groceries online*, 89 *Appetite* 265, 265, 270  
 (2015), available at <https://www.sciencedirect.com/science/article/pii/S0195666315000422#bib0060>  
 (last accessed Jul. 20, 2022) (consumer purchasing behavior study using online eye-  
 movement tracking and recordation, finding: (1) once on the product webpages,  
 respondents tend to look at the pictures of products, rather than examine detailed  
 product information; and (2) by comparison to pictures of products where 13.83-  
 19.07% of respondents fixated, far less fixated on subsidiary information: 4.17% of  
 respondents looked at nutrition information, 3.30% ingredients, 2.97% allergy  
 information, and 0.09% recycling information for example).

<sup>8</sup> Randall Beard, *Make the Most of Your Brand's 20-Second Window*, NIELSEN (Jan.  
 13, 2015), [https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-](https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-window/)  
 your-brands-20-second-window/ (citing *Shopping Takes Only Seconds... In-Store*  
*and Online*, EHRENBERG-BASS INSTITUTE OF MARKETING SCIENCE (2015)) (last  
 visited May 22, 2024).

1 time that Defendant manufactured, marketed, advertised, labeled, and sold the  
2 Products using the Challenged Representation to Plaintiff and the Class. Defendant  
3 intentionally and deliberately used the Challenged Representation, alongside its  
4 massive marketing campaign and brand strategy, to cause Plaintiff and similarly  
5 situated consumers to buy the Products believing that the Challenged Representation  
6 is true.

- 7
- 8 a. **Knowledge of Falsity.** Defendant marketed the Products with the  
9 Challenged Representation, but Defendant opted to formulate and  
10 manufacture them in a manner that does not conform to this  
11 representation. Specifically, Defendant advertised and labeled the  
12 Products with the Challenged Representation, but, instead of using  
13 only ingredients that are natural, Defendant chose to make the  
14 Products with numerous non-natural.
- 15 b. **Knowledge of Reasonable Consumers' Perception.** Defendant  
16 knew, or should have known, that the Challenged Representation  
17 would lead reasonable consumers into believing that the Products were  
18 composed of only natural ingredients—i.e., the Products do not  
19 contain ingredients that are not natural. Not only has Defendant  
20 labeled each of the Products with the Challenged Representation and  
21 executed a long-standing brand strategy and advertising campaign to  
22 identify the Products with the Challenged Representation, but  
23 Defendant also has an obligation under section 5 of the Federal Trade  
24 Commission Act, codified at 15 U.S.C. §§ 45, to evaluate its  
25 marketing claims from the perspective of the reasonable consumer.  
26 That means Defendant was statutorily obligated to consider whether  
27 the Challenged Representation, be it in isolation or conjunction with  
28 its marketing campaign, would mislead reasonable consumers into  
believing that the Products were made of only natural ingredients.  
Thus, Defendant either knew the Challenged Representation is  
misleading before it marketed the Products to the Class, including  
Plaintiff, or Defendant would have known that it is deceptive had  
Defendant complied with its statutory obligations.
- c. **Knowledge of Materiality.** Defendant knew or should have known  
that the Challenged Representation is material to consumers. *First*,  
manufacturers and marketers, like Defendant, generally reserve the  
front primary display panel of labels on consumer products for the  
most important and persuasive information, which they believe will  
motivate consumers to buy the products. Here, the conspicuousness of  
the Challenged Representation on the Products' labels demonstrates  
Defendant's awareness of its importance to consumers and  
Defendant's understanding that consumers prefer and are motivated to



1 buy products that conform to the Challenged Representation. **Second**,  
 2 manufacturers and marketers repeat marketing claims to emphasize  
 3 and characterize a brand or product line, shaping the consumers'  
 4 expectations, because they believe those repeated messages will drive  
 5 consumers to buy the Product. Here, the constant, unwavering use of  
 6 the Challenged Representation on the Products, advertisements, and  
 7 throughout Defendant's marketing campaign, evidence Defendant's  
 8 awareness that the falsely advertised Product-attribute is important to  
 9 consumers. It also evidences Defendant's intent to convince  
 10 consumers that the Products conform to the Challenged  
 11 Representation and, ultimately, drive sales.

12 **d. Defendant Continued Deception, Despite Its Knowledge.**  
 13 Defendant, as the manufacturers and marketers of the Products, had  
 14 exclusive control over the Challenged Representation's inclusion on  
 15 the Products' labels, and advertisements—i.e., Defendant readily and  
 16 easily could have stopped using the Challenged Representation to sell  
 17 the Products. However, despite Defendant's knowledge of the  
 18 Challenged Representation's falsity, and Defendant's knowledge that  
 19 consumers reasonably rely on the Challenged Representation in  
 20 deciding to buy the Products, Defendant deliberately chose to market  
 21 the Products with the Challenged Representation thereby misleading  
 22 consumers into buying or otherwise overpaying for the Products.  
 23 Thus, Defendant knew, or should have known, at all relevant times,  
 24 that the Challenged Representation misleads reasonable consumers,  
 25 such as Plaintiff, into buying the Products to attain the product-  
 26 attributes that Defendant falsely advertised and warranted. Indeed,  
 27 notwithstanding Plaintiff's demand to Defendant to stop misleading  
 28 consumers with the Challenged Representation, Defendant has  
 continued to market the Products using the Challenged  
 Representation.

32. By letter dated March 15, 2024, Plaintiff advised Defendant of its false  
 and misleading claims pursuant to California Civil Code Section 1782, subdivision  
 (a) regarding Defendant's use of unnatural and synthetic ingredients. Plaintiff has  
 provided Defendant with notice of its violations of the CLRA pursuant to Civil Code  
 § 1782(a).

**D. The Products Are Substantially Similar**

33. As described *supra*, Plaintiff purchased the Beard Guyz Beard 2-in-1  
 Wash & Tame (the "**Purchased Products**"). The additional unpurchased products,  
 are substantially similar to the Purchased Products.

a. **Defendant.** All Products are manufactured, sold, marketed, advertised,  
 labeled, and packaged by the Defendant.

- b. **Brand.** All Products are sold under the BeardGuyz brand name.
- c. **Marketing Demographics.** All Products are marketed directly to consumers for personal use.
- d. **Purpose.** All Products are intended for the primary purpose of beard care.
- e. **Application.** All Products are applied in the same manner – directly on the beard.
- f. **False Advertising Claims.** All Products contain the same Natural Representation on the Products’ labeling and packaging. In addition, all Products prominently display the Natural Representations on the front label in order to focus the consumer’s attention on the Natural Representations.
- g. **Key Ingredients.** All Products contain a combination of the same non-natural, artificial, synthetic, and highly processed ingredients. In particular, the Purchased Products contain non-natural ingredients that are found in the Unpurchased Products.
- h. **Misleading Effect.** The misleading effect of the Challenged Representation on consumers are the same for all Products—consumers are tricked into buying or otherwise over-paying a premium for Products that are composed of only natural ingredients, but they receive Products that, contrary to the Products’ labels, also contain many non-natural, synthetic ingredients.

**E. No Adequate Remedy at Law**

34. **No Adequate Remedy at Law.** Plaintiff and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

- a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action pled herein vary. The limitations period is four years for claims brought under the UCL, which is one year longer than the statutes of limitations under the FAL and CLRA. In addition, the statutes of limitations vary for certain states’ laws for breach of warranty and unjust enrichment/restoration, between approximately 2



1 and 6 years. Thus, California Subclass members who purchased the  
2 Products more than 3 years prior to the filing of the complaint will be  
3 barred from recovery if equitable relief were not permitted under the  
4 UCL. Similarly, Nationwide Class members who purchased the  
5 Products prior to the furthest reach-back under the statute of  
6 limitations for breach of warranty, will be barred from recovery if  
7 equitable relief were not permitted for restitution/unjust enrichment.

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b. **Broader Scope of Conduct.** In addition, the scope of actionable  
misconduct under the unfair prong of the UCL is broader than the other  
causes of action asserted herein. It includes, for example, Defendant  
overall unfair marketing scheme to promote and brand the Products  
with the Challenged Representation, across a multitude of media  
platforms, including the Products' labels, over a long period of time,  
in order to gain an unfair advantage over competitor products and to  
take advantage of consumers' desire for products that comport with  
the Challenged Representation. The UCL also creates a cause of action  
for violations of law (such as statutory or regulatory requirements and  
court orders related to similar representation and omission made on  
the type of products at issue). Thus, Plaintiff and Class members may  
be entitled to restitution under the UCL, while not entitled to damages  
under other causes of action asserted herein (e.g., the FAL requires  
actual or constructive knowledge of the falsity; the CLRA is limited  
to certain types of plaintiff (an individual who seeks or acquires, by  
purchase or lease, any goods or services for personal, family, or  
household purposes) and other statutorily enumerated conduct).  
Similarly, unjust enrichment/restitution is broader than breach of  
warranty. For example, in some states, breach of warranty may  
require privity of contract or pre-lawsuit notice, which are not  
typically required to establish unjust enrichment/restitution. Thus,  
Plaintiff and Class members may be entitled to recover under unjust  
enrichment/restitution, while not entitled to damages under breach of  
warranty, because they purchased the products from third-party  
retailers or did not provide adequate notice of a breach prior to the  
commencement of this action.

c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.**  
Injunctive relief is appropriate on behalf of Plaintiff and members of  
the Class because Defendant continues to misrepresent the Products  
with the Challenged Representation. Injunctive relief is necessary to  
prevent Defendant from continuing to engage in the unfair, fraudulent,  
and/or unlawful conduct described herein and to prevent future  
harm—none of which can be achieved through available legal  
remedies (such as monetary damages to compensate past harm).  
Further, injunctive relief, in the form of affirmative disclosures is  
necessary to dispel the public misperception about the Products that  
has resulted from years of Defendant's unfair, fraudulent, and  
unlawful marketing efforts. Such disclosures would include, but are

1 not limited to, publicly disseminated statements that the Products’  
 2 Challenged Representation is not true and providing accurate  
 3 information about the Products’ true nature; and/or requiring  
 4 prominent qualifications and/or disclaimers on the Products’ front  
 5 label concerning the Products’ true nature. An injunction requiring  
 6 affirmative disclosures to dispel the public’s misperception and  
 7 prevent the ongoing deception and repeat purchases based thereon, is  
 8 also not available through a legal remedy (such as monetary damages).  
 9 In addition, Plaintiff is *currently* unable to accurately quantify the  
 10 damages caused by Defendant future harm, because discovery and  
 11 Plaintiff’s investigation have not yet completed, rendering injunctive  
 12 relief all the more necessary. For example, because the court has not  
 13 yet certified any class, the following remains unknown: the scope of  
 14 the class, the identities of its members, their respective purchasing  
 15 practices, prices of past/future Products sales, and quantities of  
 16 past/future Products sales.

- 17 d. **Public Injunction.** Further, because a “public injunction” is available  
 18 under the UCL, damages will not adequately “benefit the general  
 19 public” in a manner equivalent to an injunction.
- 20 e. **California vs. Nationwide Class Claims.** Violation of the UCL, FAL,  
 21 and CLRA are claims asserted on behalf of Plaintiff and the California  
 22 Subclass against Defendant, while breach of warranty and unjust  
 23 enrichment/restitution are asserted on behalf of Plaintiff and the  
 24 Nationwide Class. Dismissal of farther-reaching claims, such as  
 25 restitution, would bar recovery for non-California members of the  
 26 Class. In other words, legal remedies available or adequate under the  
 27 California-specific causes of action (such as the UCL, FAL, and  
 28 CLRA) have no impact on this Court’s jurisdiction to award equitable  
 relief under the remaining causes of action asserted on behalf of non-  
 California putative class members.

### CLASS ALLEGATIONS

35. **Class Definition.** Plaintiff brings this action as a class action pursuant to  
 Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of himself and all  
 others similarly situated, and as members of the Classes defined as follows:

All persons or entities that, within the applicable statute of  
 limitations periods, purchased the Products in the United States,  
 displaying the Challenged Representation on the Products’  
 labels, for purposes other than resale (“**Nationwide Class**”); and

All persons or entities that, within four years prior to the filing of  
 this Complaint through present, purchased the Products in  
 California, displaying the Challenged Representation on the

1 Products' labels, for purposes other than resale ("**California**  
2 **Subclass**").

3 ("Nationwide Class" and "California Subclass," collectively, "**Class**").

4 36. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendant,  
5 its assigns, successors, and legal representatives; (ii) any entities in which Defendant  
6 has controlling interests; (iii) federal, state, and/or local governments, including, but  
7 not limited to, their departments, agencies, divisions, bureaus, boards, sections,  
8 groups, counsels, and/or subdivisions; and (iv) any judicial officer presiding over this  
9 matter and person within the third degree of consanguinity to such judicial officer.

10 37. **Reservation of Rights to Amend the Class Definition.** Plaintiff reserves  
11 the right to amend or otherwise alter the class definitions presented to the Court at the  
12 appropriate time in response to facts learned through discovery, legal arguments  
13 advanced by Defendant, or otherwise.

14 38. **Numerosity:** Members of the Class are so numerous that joinder of all  
15 members is impracticable. Upon information and belief, the Nationwide Class  
16 consists of tens of thousands of purchasers (if not more) dispersed throughout the  
17 United States, and the California Subclass likewise consists of thousands of  
18 purchasers (if not more) dispersed throughout the State of California. Accordingly, it  
19 would be impracticable to join all members of the Class before the Court.

20 39. **Common Questions Predominate:** There are numerous and substantial  
21 questions of law or fact common to all members of the Class that predominate over  
22 any individual issues. Included within the common questions of law or fact are:

- 23 a. Whether Defendant engaged in unlawful, unfair or deceptive business  
24 practices by advertising and selling the Products;
- 25 b. Whether Defendant's conduct of advertising and selling the Products as  
26 only containing natural ingredients, creating the reasonable assumption  
27 that the Products' do not contain any non-natural ingredients, when each  
28 of the Products contain some combination of non-natural ingredients,  
constitutes an unfair method of competition, or unfair or deceptive act or  
practice, in violation of Civil Code section 1750, *et seq.*;

- c. Whether Defendant used deceptive representation in connection with the sale of the Products in violation of Civil Code section 1750, *et seq.*;
- d. Whether Defendant represented that the Products have characteristics or quantities that they do not have in violation of Civil Code section 1750, *et seq.*;
- e. Whether Defendant advertised the Products with intent not to sell them as advertised in violation of Civil Code section 1750, *et seq.*;
- f. Whether Defendant's labeling and advertising of the Products is untrue or misleading in violation of Business and Professions Code section 17500, *et seq.*;
- g. Whether Defendant knew or by the exercise of reasonable care should have known its labeling and advertising was and is untrue or misleading in violation of Business and Professions Code section 17500, *et seq.*;
- h. Whether Defendant's conduct is an unfair business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- i. Whether Defendant's conduct is a fraudulent business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- j. Whether Defendant's conduct is an unlawful business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- k. Whether Plaintiff and the Class paid more money for the Products than they actually received;
- l. How much more money Plaintiff and the Class paid for the Products than they actually received;
- m. Whether Defendant's conduct constitutes breach of warranty;
- n. Whether Plaintiff and the Class are entitled to injunctive relief; and
- o. Whether Defendant was unjustly enriched by its unlawful conduct.

40. **Typicality:** Plaintiff's claims are typical of the claims of the Class Members she seeks to represent because Plaintiff, like the Class Members, purchased Defendant's misleading and deceptive Products. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff and the Class sustained similar

1 injuries arising out of Defendant's conduct. Plaintiff's and Class Members' claims  
2 arise from the same practices and course of conduct and are based on the same legal  
3 theories.

4 41. **Adequacy:** Plaintiff is an adequate representative of the Class he seeks to  
5 represent because his interests do not conflict with the interests of the Class Members  
6 Plaintiff seeks to represent. Plaintiff will fairly and adequately protect Class  
7 Members' interests and has retained counsel experienced and competent in the  
8 prosecution of complex class actions, including complex questions that arise in  
9 consumer protection litigation.

10 42. **Superiority and Substantial Benefit:** A class action is superior to other  
11 methods for the fair and efficient adjudication of this controversy, since individual  
12 joinder of all members of the Class is impracticable and no other group method of  
13 adjudication of all claims asserted herein is more efficient and manageable for at least  
14 the following reasons:

- 15 a. The claims presented in this case predominate over any questions of law  
16 or fact, if any exist at all, affecting any individual member of the Class;
- 17 b. Absent a Class, the members of the Class will continue to suffer damage  
18 and Defendant's unlawful conduct will continue without remedy while  
19 Defendant profits from and enjoy its ill-gotten gains;
- 20 c. Given the size of individual Class Members' claims, few, if any, Class  
21 Members could afford to or would seek legal redress individually for the  
22 wrongs Defendant committed against them, and absent Class Members  
23 have no substantial interest in individually controlling the prosecution of  
24 individual actions;
- 25 d. When the liability of Defendant has been adjudicated, claims of all  
26 members of the Class can be administered efficiently and/or determined  
27 uniformly by the Court; and
- 28 e. This action presents no difficulty that would impede its management by  
the Court as a class action, which is the best available means by which  
Plaintiff and Class Members can seek redress for the harm caused to them  
by Defendant.

1 43. **Inconsistent Rulings.** Because Plaintiff seeks relief for all members of  
2 the Class, the prosecution of separate actions by individual members would create a  
3 risk of inconsistent or varying adjudications with respect to individual members of  
4 the Class, which would establish incompatible standards of conduct for Defendant.

5 44. **Injunctive/Equitable Relief.** The prerequisites to maintaining a class  
6 action for injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as  
7 Defendant has acted or refused to act on grounds generally applicable to the Class,  
8 thereby making appropriate final injunctive or equitable relief with respect to the  
9 Class as a whole.

10 45. **Manageability.** Plaintiff and Plaintiff’s counsel are unaware of any  
11 difficulties that are likely to be encountered in the management of this action that  
12 would preclude its maintenance as a class action.

13 **COUNT ONE**

14 **Violation of California Unfair Competition Law**

15 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

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

17 46. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by  
18 reference all allegations contained in this complaint, as though fully set forth herein.

19 47. **California Subclass.** This cause of action is brought pursuant to Business  
20 and Professions Code Section 17200, *et seq.*, on behalf of Plaintiff and a California  
21 Subclass who purchased the Products within the applicable statute of limitations.

22 48. **The UCL.** California Business & Professions Code, sections 17200, *et*  
23 *seq.* (the “UCL”) prohibits unfair competition and provides, in pertinent part, that  
24 “unfair competition shall mean and include unlawful, unfair or fraudulent business  
25 practices and unfair, deceptive, untrue or misleading advertising.”

26 49. **False Advertising Claims.** Defendant, in its labeling and advertising of  
27 the Products, made false and misleading statements and fraudulent omissions  
28 regarding the quality and characteristics of the Products—specifically, the Challenged



1 Representation (i.e., that the Products are composed of only natural ingredients) —  
2 despite the fact the Products also contain some combination of seventeen non-natural,  
3 synthetic ingredients. Such claim and omission appear on the front labels of the  
4 Products, which are sold at retail stores, point-of-purchase displays, and online.

5 **50. Defendant’s Deliberately False and Fraudulent Marketing Scheme.**

6 Defendant does not have any reasonable basis for the claims about the Products made  
7 in Defendant’s advertising and on Defendant’s labeling because the Products non-  
8 natural, synthetic, and/or artificial. Defendant knew and knows that the Products  
9 contain non-natural, yet Defendant intentionally advertises and markets the Products  
10 to cause reasonable consumers to believe that the Products are natural.

11 **51. False Advertising Claims Cause Purchase of Products.**

12 Defendant’s labeling and advertising of the Products led to, and continues to lead to, reasonable  
13 consumers, including Plaintiff, believing that the Products contained only natural  
14 ingredients, to the exclusion of non-natural, synthetic ingredients.

15 **52. Injury In Fact.**

16 Plaintiff and the California Subclass have suffered injury  
17 in fact and have lost money or property as a result of and in reliance upon Defendant’s  
18 Challenged Representation—namely Plaintiff and the California Subclass lost the  
19 purchase price for the Products they bought from the Defendant.

20 **53. Conduct Violates the UCL.**

21 Defendant’s conduct, as alleged herein,  
22 constitutes unfair, unlawful, and fraudulent business practices pursuant to the UCL.  
23 The UCL prohibits unfair competition and provides, in pertinent part, that “unfair  
24 competition shall mean and include unlawful, unfair or fraudulent business practices  
25 and unfair, deceptive, untrue or misleading advertising.” Cal. Bus & Prof. Code §  
26 17200. In addition, Defendant’s use of various forms of advertising media to  
27 advertise, call attention to, or give publicity to the sale of goods or merchandise that  
28 are not as represented in any manner constitutes unfair competition, unfair, deceptive,  
untrue or misleading advertising, and an unlawful business practice within the  
meaning of Business and Professions Code Sections 17200 and 17531, which



1 advertisements have deceived and are likely to deceive the consuming public, in  
2 violation of Business and Professions Code Section 17200.

3       **54. No Reasonably Available Alternatives/Legitimate Business Interests.**  
4 Defendant failed to avail itself of reasonably available, lawful alternatives to further  
5 its legitimate business interests.

6       **55. Business Practice.** All of the conduct alleged herein occurred and  
7 continues to occur in Defendant's business. Defendant's wrongful conduct is part of  
8 a pattern, practice and/or generalized course of conduct, which will continue on a  
9 daily basis until Defendant voluntarily alters its conduct or Defendant is otherwise  
10 ordered to do so.

11       **56. Injunction.** Pursuant to Business and Professions Code Sections 17203  
12 and 17535, Plaintiff and the members of the California Subclass seek an order of this  
13 Court enjoining Defendant from continuing to engage, use, or employ its practice of  
14 labeling and advertising the sale and use of the Products. Likewise, Plaintiff and the  
15 members of the California Subclass seek an order requiring Defendant to disclose  
16 such misrepresentation, and to preclude Defendant's failure to disclose the existence  
17 and significance of said misrepresentation.

18       **57. Causation/Damages.** As a direct and proximate result of Defendant's  
19 misconduct in violation of the UCL, Plaintiff and members of the California Subclass  
20 were harmed in the amount of the purchase price they paid for the Products. Further,  
21 Plaintiff and members of the California Subclass have suffered and continue to suffer  
22 economic losses and other damages including, but not limited to, the amounts paid  
23 for the Products, and any interest that would have accrued on those monies, in an  
24 amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for  
25 violation of the UCL in damages, restitution, and/or disgorgement of ill-gotten gains  
26 to compensate Plaintiff and the California Subclass for said monies, as well as  
27 injunctive relief to enjoin Defendant's misconduct to prevent ongoing and future harm  
28 that will result.



1 any of the injuries caused by Defendant’s deceptive labeling and/or advertising of the  
2 Products. Accordingly, the injuries caused by Defendant’s deceptive labeling and  
3 advertising outweigh any benefits.

4       61. **Balancing Test.** Some courts conduct a balancing test to decide if a  
5 challenged activity amounts to unfair conduct under California Business and  
6 Professions Code Section 17200. They “weigh the utility of the defendants’ conduct  
7 against the gravity of the harm to the alleged victim.” *Davis v. HSBC Bank Nevada,*  
8 *N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

9       62. **No Utility.** Here, Defendant’s conduct of labeling the Products as made  
10 with natural ingredients—when the Products contain numerous non-natural  
11 ingredients, has no utility and financially harms purchasers. Thus, the utility of  
12 Defendant’s conduct is vastly outweighed by the gravity of harm.

13       63. **Legislative Declared Policy.** Some courts require that “unfairness must  
14 be tethered to some legislative declared policy or proof of some actual or threatened  
15 impact on competition.” *Lozano v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735  
16 (9th Cir. 2007).

17       64. **Unfair Conduct.** Defendant’s labeling and advertising of the Products,  
18 as alleged herein, is false, deceptive, misleading, and unreasonable, and constitutes  
19 unfair conduct. Defendant knew or should have known of their unfair conduct.  
20 Defendant’s misrepresentation constitutes an unfair business practice within the  
21 meaning of California Business and Professions Code Section 17200.

22       65. **Reasonably Available Alternatives.** There existed reasonably available  
23 alternatives to further Defendant’s legitimate business interests, other than the  
24 conduct described herein. Defendant could have refrained from labeling the Products  
25 with the Challenged Representation.

26       66. **Defendant’s Wrongful Conduct.** All of the conduct alleged herein  
27 occurs and continues to occur in Defendant’s business. Defendant’s wrongful conduct  
28



1           **71. Fraudulent Business Practice.** As alleged herein, the misrepresentation  
2 by Defendant constitutes a fraudulent business practice in violation of California  
3 Business & Professions Code Section 17200.

4           **72. Reasonable and Detrimental Reliance.** Plaintiff and the California  
5 Subclass reasonably and detrimentally relied on the material and false Challenged  
6 Representation to their detriment in that they purchased the Products.

7           **73. Reasonably Available Alternatives.** Defendant had reasonably  
8 available alternatives to further its legitimate business interests, other than the conduct  
9 described herein. Defendant could have refrained from labeling the Products with the  
10 Challenged Representation.

11           **74. Business Practice.** All of the conduct alleged herein occurs and continues  
12 to occur in Defendant's business. Defendant's wrongful conduct is part of a pattern  
13 or generalized course of conduct.

14           **75. Injunction.** Pursuant to Business and Professions Code Sections 17203,  
15 Plaintiff and the California Subclass seek an order of this Court enjoining Defendant  
16 from continuing to engage, use, or employ its practice of labeling the Products with  
17 the Challenged Representation.

18           **76. Causation/Damages.** Plaintiff and the California Subclass have suffered  
19 injury in fact and have lost money as a result of Defendant's unfair conduct. Plaintiff  
20 and the California Subclass paid an unwarranted premium for the Products.  
21 Specifically, Plaintiff and the California Subclass paid for Products that were  
22 supposedly made with only natural ingredients, but instead purchased Products that  
23 contain numerous non-natural ingredients. Plaintiff and the California Subclass would  
24 not have purchased the Products, or would have paid substantially less for the  
25 Products, if they had known that the Products' advertising and labeling were  
26 deceptive. Accordingly, Plaintiff seeks damages, restitution and/or disgorgement of  
27 ill-gotten gains pursuant to the UCL.

28 ///

1 **“Unlawful” Prong**

2 77. **Unlawful Standard.** The UCL identifies violations of other laws as  
3 “unlawful practices that the unfair competition law makes independently actionable.”  
4 *Velazquez v. GMAC Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

5 78. **Violations of CLRA and FAL.** Defendant’s labeling of the Products, as  
6 alleged herein, violates California Civil Code sections 1750, *et seq.* (the “CLRA”)  
7 and California Business and Professions Code sections 17500, *et seq.* (the “FAL”) as  
8 set forth below in the sections regarding those causes of action.

9 79. **Additional Violations.** Defendant’s conduct in making the false  
10 representation described herein constitutes a knowing failure to adopt policies in  
11 accordance with and/or adherence to applicable laws, as set forth herein, all of which  
12 are binding upon and burdensome to its competitors. This conduct engenders an unfair  
13 competitive advantage for Defendant, thereby constituting an unfair, fraudulent  
14 and/or unlawful business practice under California Business & Professions Code  
15 sections 17200-17208. Additionally, Defendant’s misrepresentation of material facts,  
16 as set forth herein, violates California Civil Code sections 1572, 1573, 1709, 1710,  
17 1711, and 1770, as well as the common law.

18 80. **Unlawful Conduct.** Defendant’s labeling and advertising of the  
19 Products, as alleged herein, are false, deceptive, misleading, and unreasonable, and  
20 constitute unlawful conduct. Defendant knew or should have known of its unlawful  
21 conduct.

22 81. **Reasonably Available Alternatives.** Defendant had reasonably  
23 available alternatives to further its legitimate business interests, other than the conduct  
24 described herein. Defendant could have refrained from labeling the Products with the  
25 Challenged Representation and/or omitting that the Products contained non-natural  
26 ingredients.

27  
28  
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1           87. **FAL Standard.** The False Advertising Law, codified at Cal. Bus. & Prof.  
2 Code section 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading  
3 advertising[.]”

4           88. **False & Material Challenged Representation Disseminated to Public.**  
5 Defendant violated section 17500 when it advertised and marketed the Products  
6 through the unfair, deceptive, untrue, and misleading Challenged Representation  
7 disseminated to the public through the Products’ labeling, marketing, and advertising.  
8 This representation was false because the Products do not conform to it. The  
9 representation was material because it is likely to mislead a reasonable consumer into  
10 purchasing the Products.

11           89. **Knowledge.** In making and disseminating the representation alleged  
12 herein, Defendant knew or should have known that the representation was untrue or  
13 misleading, and acted in violation of § 17500.

14           90. **Intent to Sell.** Defendant’s Challenged Representation was specifically  
15 designed to induce reasonable consumers, like Plaintiff and the California Subclass,  
16 to purchase the Products.

17           91. **Causation/Damages.** As a direct and proximate result of Defendant’s  
18 misconduct in violation of the FAL, Plaintiff and members of the California Subclass  
19 were harmed in the amount of the purchase price they paid for the Products. Further,  
20 Plaintiff and members of the Class have suffered and continue to suffer economic  
21 losses and other damages including, but not limited to, the amounts paid for the  
22 Products, and any interest that would have accrued on those monies, in an amount to  
23 be proven at trial. Accordingly, Plaintiff seeks a monetary award for violation of the  
24 FAL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate  
25 Plaintiff and the California Subclass for said monies, as well as injunctive relief to  
26 enjoin Defendant’s misconduct prevent ongoing and future harm that will result.

27           92. **Punitive Damages.** Defendant’s unfair, fraudulent, and unlawful conduct  
28 described herein constitutes malicious, oppressive, and/or fraudulent conduct

1 warranting an award of punitive damages as permitted by law. Defendant’s  
2 misconduct is malicious as Defendant acted with the intent to cause Plaintiff and  
3 consumers to pay for Products that they were not, in fact, receiving. Defendant  
4 willfully and knowingly disregarded the rights of Plaintiff and consumers as  
5 Defendant was aware of the probable dangerous consequences of its conduct and  
6 deliberately failed to avoid misleading consumers, including  
7 Plaintiff. Defendant’s misconduct is oppressive as, at all relevant times, said conduct  
8 was so vile, base, and/or contemptible that reasonable people would look down upon  
9 it and/or otherwise would despise such corporate misconduct. Said misconduct  
10 subjected Plaintiff and consumers to cruel and unjust hardship in knowing disregard  
11 of their rights. Defendant’s misconduct is fraudulent as Defendant, at all relevant  
12 times, intentionally misrepresented and/or concealed material facts with the intent to  
13 deceive Plaintiff and consumers. The wrongful conduct constituting malice,  
14 oppression, and/or fraud was committed, authorized, adopted, approved, and/or  
15 ratified by officers, directors, and/or managing agents of Defendant.

### **COUNT THREE**

#### **Violation of California Consumers Legal Remedies Act**

**(Cal. Civ. Code §§ 1750, *et seq.*)**

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

20 93. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by  
21 reference all allegations contained in this complaint, as though fully set forth herein.

22 94. **California Subclass.** Plaintiff brings this claim individually and on  
23 behalf of the California Subclass who purchased the Products within the applicable  
24 statute of limitations.

25 95. **CLRA Standard.** The CLRA provides that “unfair methods of  
26 competition and unfair or deceptive acts or practices undertaken by any person in a  
27 transaction intended to result or which results in the sale or lease of goods or services  
28 to any consumer are unlawful.”

1           96. **Goods/Services.** The Products are “goods,” as defined by the CLRA in  
2 California Civil Code §1761(a).

3           97. **Defendant.** Defendant is each a “person,” as defined by the CLRA in  
4 California Civil Code §1761(c).

5           98. **Consumers.** Plaintiff and members of the California Subclass are  
6 “consumers,” as defined by the CLRA in California Civil Code §1761(d).

7           99. **Transactions.** The purchase of the Products by Plaintiff and members of  
8 the California Subclass are “transactions” as defined by the CLRA under California  
9 Civil Code § 1761(e).

10           100. **Violations of the CLRA.** Defendant violated the following sections of  
11 the CLRA by selling the Products to Plaintiff and the California Subclass through the  
12 false, misleading, deceptive, and fraudulent Challenged Representation:

- 13           a. Section 1770(a)(5) by representing that the Products have  
14 “characteristics, . . . uses [or] benefits . . . which [they] do not have.”  
15           b. Section 1770(a)(7) by representing that the Products “are of a  
16 particular standard, quality, or grade . . . [when] they are of another.”  
17           c. Section 1770(a)(9) by advertising the Products “with [the] intent not  
18 to sell them as advertised.”

19           101. **Knowledge.** Defendant’s uniform and material representation regarding  
20 the Products was likely to deceive, and Defendant knew or should have known that  
21 its representation was untrue and misleading.

22           102. **Malicious.** Defendant’s conduct is malicious, fraudulent, and wanton in  
23 that Defendant intentionally misled and withheld material information from  
24 consumers, including Plaintiff, to increase the sale of the Products.

25           103. **Plaintiff Could Not Have Avoided Injury.** Plaintiff and members of the  
26 California Subclass could not have reasonably avoided such injury. Plaintiff and  
27 members of the California Subclass were unaware of the existence of the facts that  
28 Defendant suppressed and failed to disclose, and Plaintiff and members of the

1 California Subclass would not have purchased the Products and/or would have  
2 purchased them on different terms had they known the truth.

3 104. **Causation/Reliance/Materiality.** Plaintiff and the California Subclass  
4 suffered harm as a result of Defendant's violations of the CLRA because they relied  
5 on the Challenged Representation in deciding to purchase the Products. The  
6 Challenged Representation was a substantial factor. The Challenged Representation  
7 was material because a reasonable consumer would consider it important in deciding  
8 whether to purchase the Products.

9 105. **Section 1782(d)—Prelitigation Demand/Notice.** Pursuant to California  
10 Civil Code, section 1782, more than thirty days prior to the filing of this complaint,  
11 on or about March 15, 2024, Plaintiff's counsel, acting on behalf all members of the  
12 Class, mailed a Demand Letter, via U.S. certified mail, return receipt requested,  
13 addressed to Defendant Universal Beauty Products, Inc. at its headquarters and  
14 principal place of business registered with the Illinois Secretary of State (500 Wall  
15 St. Glendale Height, IL 60139), and its registered agent for service of process (Roger  
16 T. Stelle at 1515 E Woodfield Road, Suite 250 Schaumburg, IL 60173).

17 106. **Causation/Damages.** As a direct and proximate result of Defendant's  
18 misconduct in violation of the CLRA, Plaintiff and members of the California  
19 Subclass were harmed in the amount of the purchase price they paid for the Products.  
20 Further, Plaintiff and members of the Class have suffered and continue to suffer  
21 economic losses and other damages including, but not limited to, the amounts paid  
22 for the Products, and any interest that would have accrued on those monies, in an  
23 amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for  
24 violation of this Act in the form of damages, restitution, disgorgement of ill-gotten  
25 gains to compensate Plaintiff and the California Subclass for said monies.

26 107. **Injunction.** Given that Defendant's conduct violated California Civil  
27 Code section 1780, Plaintiff and members of the California Subclass are entitled to  
28 seek, and do hereby seek, injunctive relief to put an end to Defendant's violations of

1 the CLRA and to dispel the public misperception generated, facilitated, and fostered  
2 by Defendant's false advertising campaign. Plaintiff has no adequate remedy at law.  
3 Without equitable relief, Defendant's unfair and deceptive practices will continue to  
4 harm Plaintiff and the California Subclass. Accordingly, Plaintiff seeks an injunction  
5 to enjoin Defendant from continuing to employ the unlawful methods, acts, and  
6 practices alleged herein pursuant to section 1780(a)(2), and otherwise requires  
7 Defendant to take corrective action necessary to dispel the public misperception  
8 engendered, fostered, and facilitated through Defendant's deceptive labeling of the  
9 Products with the Challenged Representation.

10 108. **Punitive Damages.** Defendant's unfair, fraudulent, and unlawful conduct  
11 described herein constitutes malicious, oppressive, and/or fraudulent conduct  
12 warranting an award of punitive damages as permitted by law. Defendant's  
13 misconduct is malicious as Defendant acted with the intent to cause Plaintiff and  
14 consumers to pay for Products that they were not, in fact, receiving. Defendant  
15 willfully and knowingly disregarded the rights of Plaintiff and consumers as  
16 Defendant was, at all times, aware of the probable dangerous consequences of its  
17 conduct and deliberately failed to avoid misleading consumers, including Plaintiff.  
18 Defendant's misconduct is oppressive as, at all relevant times, said conduct was so  
19 vile, base, and/or contemptible that reasonable people would look down upon it and/or  
20 otherwise would despise such corporate misconduct. Said misconduct subjected  
21 Plaintiff and consumers to cruel and unjust hardship in knowing disregard of their  
22 rights. Defendant's misconduct is fraudulent as Defendant, at all relevant times,  
23 intentionally misrepresented and/or concealed material facts with the intent to deceive  
24 Plaintiff and consumers. The wrongful conduct constituting malice, oppression,  
25 and/or fraud was committed, authorized, adopted, approved, and/or ratified by  
26 officers, directors, and/or managing agents of Defendant. Accordingly, Plaintiff seeks  
27 an award of punitive damages against Defendant.

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1 **COUNT FOUR**

2 **Breach of Warranty**

3 ***(On Behalf of the Nationwide Class and California Subclass)***

4 109. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by  
5 reference all allegations contained in this complaint, as though fully set forth herein.

6 110. **Nationwide Class & California Subclass.** Plaintiff brings this claim  
7 individually and on behalf of the Class who purchased the Products within the  
8 applicable statute of limitations.

9 111. **Express Warranty.** By advertising and selling the Products at issue,  
10 Defendant made promises and affirmations of fact on the Products' labeling, and  
11 through its marketing and advertising, as described herein. This labeling and  
12 advertising constitute express warranties and became part of the basis of the bargain  
13 between Plaintiff and members of the Class and Defendant. Defendant purports,  
14 through the Products' labeling and advertising, to create express warranties that the  
15 Products, among other things, conform to the Challenged Representation.

16 112. **Implied Warranty of Merchantability.** By advertising and selling the  
17 Products at issue, Defendant, a merchant of goods, made promises and affirmations  
18 of fact that the Products are merchantable and conform to the promises or affirmations  
19 of fact made on the Products' labeling, and through its marketing and advertising, as  
20 described herein. This labeling and advertising, combined with the implied warranty  
21 of merchantability, constitute warranties that became part of the basis of the bargain  
22 between Plaintiff and members of the Class and Defendant—to wit, that the Products,  
23 among other things, conform to the Challenged Representation.

24 113. **Breach of Warranty.** Contrary to Defendant's express warranties, the  
25 Products do not conform to the Challenged Representation and, therefore, Defendant  
26 breached its warranties about the Products and their qualities.

27 114. **Causation/Remedies.** As a direct and proximate result of Defendant's  
28 breach of express warranty, Plaintiff and members of the Class were harmed in the

1 amount of the purchase price they paid for the Products. Further, Plaintiff and  
2 members of the Class have suffered and continue to suffer economic losses and other  
3 damages including, but not limited to, the amounts paid for the Products, and any  
4 interest that would have accrued on those monies, in an amount to be proven at trial.  
5 Accordingly, Plaintiff seeks a monetary award for breach of warranty in the form of  
6 damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff  
7 and the Class for said monies, as well as injunctive relief to  
8 enjoin Defendant's misconduct to prevent ongoing and future harm that will result.

9       **115. Punitive Damages.** Plaintiff seeks punitive damages pursuant to this  
10 cause of action for breach of warranty on behalf of Plaintiff and the Class.  
11 Defendant's unfair, fraudulent, and unlawful conduct described herein constitutes  
12 malicious, oppressive, and/or fraudulent conduct warranting an award of punitive  
13 damages as permitted by law. Defendant's misconduct is malicious as Defendant  
14 acted with the intent to cause Plaintiff and consumers to pay for Products that they  
15 were not, in fact, receiving. Defendant willfully and knowingly disregarded the rights  
16 of Plaintiff and consumers as Defendant was aware of the probable dangerous  
17 consequences of its conduct and deliberately failed to avoid misleading consumers,  
18 including Plaintiff. Defendant's misconduct is oppressive as, at all relevant times,  
19 said conduct was so vile, base, and/or contemptible that reasonable people would look  
20 down upon it and/or otherwise would despise such misconduct. Said misconduct  
21 subjected Plaintiff and consumers to cruel and unjust hardship in knowing disregard  
22 of their rights. Defendant's misconduct is fraudulent as Defendant, at all relevant  
23 times, intentionally misrepresented and/or concealed material facts with the intent to  
24 deceive Plaintiff and consumers. The wrongful conduct constituting malice,  
25 oppression, and/or fraud was committed, authorized, adopted, approved, and/or  
26 ratified by officers, directors, and/or managing agents of Defendant.

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28 ///

1 **COUNT FIVE**

2 **Unjust Enrichment/Restitution**

3 ***(On Behalf of the Nationwide Class and California Subclass)***

4 116. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by  
5 reference all allegations contained in this complaint, as though fully set forth herein.

6 117. **Nationwide Class & California Subclass.** Plaintiff brings this claim  
7 individually and on behalf of the Class who purchased the Products within the  
8 applicable statute of limitations.

9 118. **Plaintiff/Class Conferred a Benefit.** By purchasing the Products,  
10 Plaintiff and members of the Class conferred a benefit on Defendant in the form of  
11 the purchase price of the Products.

12 119. **Defendant's Knowledge of Conferred Benefit.** Defendant had  
13 knowledge of such benefit and Defendant appreciated the benefit because, were  
14 consumers not to purchase the Products, Defendant would not generate revenue from  
15 the sales of the Products.

16 120. **Defendant's Unjust Receipt Through Deception.** Defendant's owing  
17 acceptance and retention of the benefit is inequitable and unjust because the benefit  
18 was obtained by Defendant's fraudulent, misleading, and deceptive representation  
19 and omission.

20 121. **Causation/Damages.** As a direct and proximate result of Defendant's  
21 unjust enrichment, Plaintiff and members of the Class were harmed in the amount of  
22 the purchase price they paid for the Products. Further, Plaintiff and members of the  
23 Class have suffered and continue to suffer economic losses and other damages  
24 including, but not limited to, the amounts paid for the Products, and any interest that  
25 would have accrued on those monies, in an amount to be proven at trial. Accordingly,  
26 Plaintiff seeks a monetary award for unjust enrichment in damages, restitution, and/or  
27 disgorgement of ill-gotten gains to compensate Plaintiff and the Class for said monies,  
28

1 as well as injunctive relief to enjoin Defendant's conduct to prevent ongoing and  
2 future harm that will result.

3 122. **Punitive Damages.** Plaintiff seeks punitive damages pursuant to this  
4 cause of action for unjust enrichment on behalf of Plaintiff and the Class. Defendant's  
5 unfair, fraudulent, and unlawful conduct described herein constitutes malicious,  
6 oppressive, and/or fraudulent conduct warranting an award of punitive damages as  
7 permitted by law. Defendant's misconduct is malicious as Defendant acted with the  
8 intent to cause Plaintiff and consumers to pay for Products that they were not, in fact,  
9 receiving. Defendant willfully and knowingly disregarded the rights of Plaintiff and  
10 consumers as Defendant was aware of the probable dangerous consequences of its  
11 conduct and deliberately failed to avoid misleading consumers, including Plaintiff.  
12 Defendant misconduct is oppressive as, at all relevant times, said conduct was so vile,  
13 base, and/or contemptible that reasonable people would look down upon it and/or  
14 otherwise would despise such corporate misconduct. Said misconduct subjected  
15 Plaintiff and consumers to cruel and unjust hardship in knowing disregard of their  
16 rights. Defendant's misconduct is fraudulent as Defendant, at all relevant times,  
17 intentionally misrepresented and/or concealed material facts with the intent to deceive  
18 Plaintiff and consumers. The wrongful conduct constituting malice, oppression,  
19 and/or fraud was committed, authorized, adopted, approved, and/or ratified by  
20 officers, directors, and/or managing agents of Defendant.

### 21 PRAYER FOR RELIEF

22 123. WHEREFORE, Plaintiff, individually and on behalf of all others  
23 similarly situated, prays for judgment against Defendant as follows:

- 24 a. **Certification:** For an order certifying this action as a class action,  
25 appointing Plaintiff as the Class Representative, and appointing  
26 Plaintiff's Counsel as Class Counsel, consistent with applicable law;
- 27 b. **Declaratory Relief:** For an order declaring that Defendant's conduct  
28 violates the statutes and laws referenced herein, consistent with  
applicable law and pursuant to only those causes of action so permitted;

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- c. **Injunction:** For an order requiring Defendant to change its business practices to prevent or mitigate the risk of the consumer deception and violations of law outlined herein. This includes, for example, orders that Defendant immediately ceases and desists from selling the unlawful Products in violation of law; that enjoin Defendant from continuing to market, advertise, distribute, and sell the Products in the unlawful manner described herein; that require Defendant to engage in an affirmative advertising campaign to dispel the public misperception of the Products resulting from Defendant’s unlawful conduct; and/or that require Defendant to take all further and just corrective action, consistent with applicable law and pursuant to only those causes of action so permitted;
- d. **Damages/Restitution/Disgorgement:** For an order awarding monetary compensation in the form of damages, restitution, and/or disgorgement to Plaintiff and the Class, consistent with applicable law and pursuant to only those causes of action so permitted;
- e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only those causes of action so permitted;
- f. **Attorneys’ Fees & Costs:** For an order awarding attorneys’ fees and costs, consistent with applicable law and pursuant to only those causes of action so permitted;
- g. **Pre/Post-Judgment Interest:** For an order awarding pre-judgment and post-judgment interest, consistent with applicable law and pursuant to only those causes of action so permitted; and
- h. **All Just & Proper Relief:** For such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

124. Plaintiff hereby demands a trial by jury on all issues and causes of action so triable.

DATED: June 20, 2024

**MALK & POGO LAW GROUP, LLP**

/s/ Valter Malkhasyan  
Valter Malkhasyan, Esq.  
Erik Pogosyan, Esq.

*Counsel for Plaintiff Michael Dilanyan*

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