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Attorneys for Plaintiff, Haylee Woodard, an individual, on her own behalf and on behalf of all others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA**COUNTY OF LOS ANGELES**

HAYLEE WOODARD an individual, on her own behalf and on behalf of all others similarly situated,

Plaintiffs,

v.

Lilly Lashes, LLC, and DOES 1-10,

Defendants.

CASE NO. 22STCV18692
CLASS ACTION

COMPLAINT FOR:

- 1. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, *et seq.***
 - 2. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE §17500, *et seq.***
 - 3. VIOLATION OF CALIFORNIA CIVIL CODE § 1750. *et seq.***
 - 4. UNJUST ENRICHMENT**
 - 5. BREACH OF EXPRESS WARRANTY**
 - 6. BREACH OF IMPLIED WARRANTY**
 - 7. VIOLATION OF CONSUMER FRAUD LAWS**
 - 8. NEGLIGENT MISREPRESENTATION**
- DEMAND FOR JURY TRIAL**

1 Plaintiff Haylee Woodard ("Plaintiff"), on behalf of herself and all others similarly
2 situated, file this Class Action Complaint ("CAC") against Defendant Lilly Lashes, LLC ("LL"
3 or "Defendant"), and in support state the following:

4 **NATURE OF THE ACTION**

5 1. This is a class action lawsuit by Plaintiff, and others similarly situated, who
6 purchased eyelashes manufactured, sold and distributed by Defendant and the DOES
7 Defendants (collectively, "Defendants"). Such eyelashes were falsely advertised as detailed
8 below. Plaintiff and the putative classes suffered economic damages due to Defendants'
9 misconduct (as set forth below) and they seek injunctive relief and restitution for the full
10 purchase price of the product(s) they purchased. Plaintiff alleges the following based upon
11 personal knowledge as well as investigation by counsel, and as to all other matters, upon
12 information and belief. Plaintiff further believes that substantial evidentiary support will exist
13 for the allegations set forth herein after a reasonable opportunity for discovery.

14 **JURISDICTION AND VENUE**

15 2. Both jurisdiction and venue are proper in this Court. Defendants conduct, or have
16 conducted, a substantial amount of business activity in California. Defendants have sufficient
17 minimum contacts in California or otherwise intentionally avail themselves of the California
18 market through, without limitation, their advertisement, promotion, marketing, sales and/or
19 distribution of cosmetic products in the State of California and the County of Los Angeles and
20 other business activities, so as to render the exercise of jurisdiction over the Defendants by the
21 California courts consistent with traditional notions of fair play and substantial justice.
22 Additionally, Defendant LL, is a California company headquartered in Los Angeles County.

23 3. Venue is proper in this Court because Defendant LL is headquartered in this Los
24 Angeles County and Defendants regularly conduct business in Los Angeles County, because
25 Plaintiff lives in Los Angeles County, and because the conduct alleged herein which gives rise
26 to the claims asserted occurred within Los Angeles County. Specifically, Plaintiff purchased the
27 subject product at stores in Los Angeles County.

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THE PARTIES

4. Plaintiff is a citizen and resident of Los Angeles County, California. In 2017, Plaintiff began purchasing Defendant's product at My Makeup Kit in Rancho Cucamonga, Impressions Vanity Company in Los Angeles, and Sephora stores through Los Angeles County. Plaintiff paid approximately \$19-24 each for the Products. At the time of purchase, based on the false and misleading claims and omissions by Defendant, Plaintiff believed that the mink was "Cruelty Free". Plaintiff purchased the Defendant's products on the assumption that the packaging of Defendant's Products were accurate and that the Products were "Cruelty Free".

5. Plaintiff would not have purchased Defendant's Products had she known the processes used to manufacture the mink lashes was not cruelty free. As a result, Plaintiff suffered injury in fact when she spent money to purchase products she would not otherwise have purchased absent Defendant's misconduct, as alleged herein. Plaintiff may purchase the products again if the product does not contain mink and is properly labeled.

6. Defendant is a California Corporation with its principal place of business in El Segundo, California. Defendant manufactures, markets, advertises, labels, distributes and sells the products at issue in this litigation.

7. The use of the term "defendants" or "Defendants" in any of the allegations in this Complaint, unless specifically alleged otherwise, is intended to include and charge, both jointly and severally, not only the Defendants identified in this Complaint, but also all Defendants designated as DOES 1 through 10, inclusive, as though the term "Defendants" was followed in each and every instance throughout this Complaint with the phrase "and each of them jointly and severally, including all named Defendants and Defendants included herein and sued under the fictitious names of DOES 1 through 10, inclusive."

8. Plaintiffs are informed and believe, and thereon allege, that Defendants, at all times herein mentioned, were the partners, joint venturers, subsidiaries, successors in interest, managing agent, merged entities, agents, alter egos, part of a jointly owned, managed, and/or operated business enterprise, and/or employees of each other Defendant and in doing the acts, omissions, and things alleged herein were acting as such and within the scope of their authority

1 as such agents and employees and with the permission and consent of all other Defendants.
2 Plaintiffs are informed and believe, and thereon allege, that Defendants have, and always
3 herein mentioned had, a joint economic and business interest, goal and purpose in the products
4 that are the subject of this lawsuit.

5 INTRODUCTION

6 9. Lilly Lashes, LLC (<https://lillylashes.com>) is a California company that is
7 engaged in the sale of cosmetics, including false eyelashes, eyeliner, and mascara. Lilly
8 Lashes' products are sold direct-to-consumer through the company's website, as well as
9 through retailers such as Sephora, Ulta Beauty, and Amazon. The company's advertising
10 efforts primarily target youthful consumers through posts on social media. The company has
11 2.4 million followers on Instagram (@lillylashes) and boasts that "Jennifer Lopez, Kim
12 Kardashian, Kylie Jenner, Rihanna and Lady Gaga are just a few of the A List Celebrities that
13 have rocked the red carpet in their Lilly Lashes.¹"

14 10. In December 2019, Lilly Lashes was acquired by Gauge Capital, a Texas-based
15 private equity firm. Gauge targets companies with \$5 million to \$40 million in EBITDA.²

16 11. The company's founder is Lilly Ghalichi, a former reality television personality
17 who appeared on "Shahs of Sunset" on the Bravo network. Ms. Ghalichi describes herself as a
18 "Persian barbie" and is known for her over-the-top appearance and personality.

19 12. During the relevant time period, Lilly's advertised their Mink eyelashes as
20 "cruelty free".

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28 ¹ <https://lillylashes.com/about/> (last viewed 4/13/2022.)

² [Slide 1 \(gaugecapital.com\)](#) (last viewed 4/13/2022).



13. Despite marketing its lashes as “cruelty free,” Lilly Lashes knows that its lashes are created in a way that is harmful to animals.

14. On May 27, 2020, People for the Ethical Treatment of Animals (“PETA”) released an article on its website entitled Lilly Lashes Is Duping Customers About Mink Fur—Act Now!³.

15. According to the PETA article and other articles available online, Lilly Lashes’

³ <https://support.peta.org/page/19299/action/1?locale=en-US> (last viewed 4/13/2022).

1 false lashes are inexpensively manufactured in China and made of mink fur that is harvested in
2 a manner abusive to the animals. The minks are confined in “cramped wire cages that are often
3 caked with waste.

4 16. The animals frequently show signs of extreme psychological distress, such as
5 frantic circling and self-mutilation, and suffer from infections, gaping wounds, and other
6 illnesses and injuries that commonly go untreated.”

7 17. When the mink fur is ready to be harvested, the “mink farmers commonly use the
8 cheapest killing methods available, including gassing, electrocution, and neck-breaking, before
9 peeling the skin off the animals’ bodies.”

10 18. Lilly’s “Cruelty Free” representations are material to consumers.

11 19. On June 20, 2020, PETA published an article on its website entitled: Victory!
12 PETA and YOU Persuade Sephora to Ban Fur Eyelashes, available at:
13 <https://www.peta.org/blog/sephora-bans-mink-lashes-fur-eyelashes/>.]. The article (and similar
14 articles on other online platforms) stated that Sephora banned mink-fur eyelashes in response to
15 a PETA campaign and emails from more than 280,000 concerned shoppers. The PETA article
16 also stated: “False-eyelash company Lilly Lashes still tries to deceive customers in a similar
17 way: Knowing that no one wants to buy vile animal fur,

18 20. Lilly Lashes even goes so far as to market some mink fur lashes as “vegan.” Id.

19 21. Animal cruelty is clearly an important issue for customers of Sephora, Lilly
20 Lashes, and other brands that market products to young female consumers.

21 22. In addition to falsely advertising its mink lashes as “cruelty free”, Lilly’s posts
22 fake customer reviews on its website to entice buyers into purchasing the lashes. Lilly’s
23 employees draft these reviews and so Lilly’s expressly knows that such reviews are fake.

24 **TOLLING OF THE STATUTE OF LIMITATIONS,**

25 **FRAUDULENT CONCEALMENT, EQUITABLE TOLLING,**

26 **AND CONTINUING VIOLATIONS**

27 23. Plaintiffs did not discover and could not have discovered through the exercise of
28 reasonable diligence, the existence of the claims sued upon herein until immediately prior to

1 commencing this civil action.

2 24. Any applicable statutes of limitation have been tolled by Defendants' affirmative
3 acts of fraudulent concealment and continuing misrepresentations, as the facts alleged above
4 reveal.

5 25. Because of the self-concealing nature of Defendants' actions and their
6 affirmative acts of concealment, Plaintiffs and the Classes assert the tolling of any applicable
7 statutes of limitations affecting the claims raised herein.

8 26. Defendants continue to engage in the deceptive practice, and consequently,
9 unwary consumers are injured on a daily basis by Defendants' unlawful conduct. Therefore,
10 Plaintiff and the Classes submit that each instance that Defendants engaged in the conduct
11 complained of herein and each instance that a member of any Class purchased Lilly's Lashes
12 Product constitutes part of a continuing violation and operates to toll the statutes of limitation in
13 this action.

14 27. Defendants are estopped from relying on any statute of limitations defense
15 because of their unfair or deceptive conduct.

16 28. Defendants' conduct was and is, by its nature, self-concealing. Still, Defendants,
17 through a series of affirmative acts or omissions, suppressed the dissemination of truthful
18 information regarding their illegal conduct, and actively have foreclosed Plaintiffs and the
19 Classes from learning of their illegal, unfair, and/or deceptive acts. These affirmative acts
20 included concealing that the Product is pasteurized.

21 29. By reason of the foregoing, the claims of Plaintiffs and the Classes are timely
22 under any applicable statute of limitations, pursuant to the discovery rule, the equitable tolling
23 doctrine, and fraudulent concealment.

24 **CLASS ALLEGATIONS**

25 30. Plaintiff bring this action on behalf of herself and all other similarly situated
26 class members (the "Class" or "Classes") and seeks certification of the following Class and/or
27 Sub-Classes against Defendant for violations of California state laws and/or similar laws in
28 other states:

1 **Multi-State Mink Eyelash Class Action**

2 All consumers who purchased any Mink Eyelashes in the United
3 States of America and its territories from April xx, 2018 to the
4 present for personal use.

5 Excluded from the Class are Defendant, any parent companies,
6 subsidiaries, and/or affiliates, officers, directors, legal
7 representatives, employees, co-conspirators, all governmental
8 entities, and any judge, justice or judicial officer presiding over
9 this matter.

10 **California Mink Eyelash Class Action**

11 All consumers who purchased any Mink Eyelashes in the State of
12 California from April xx, 2018 to the present for personal use.

13 Excluded from the Class are Defendant, any parent companies,
14 subsidiaries, and/or affiliates, officers, directors, legal
15 representatives, employees, co-conspirators, all governmental
16 entities, and any judge, justice or judicial officer presiding over
17 this matter.

18 **California Cosmetic Class Action**

19 All consumers who purchased any product directly from Lilly's
20 website and shipped the products to the State of California at any
21 time between April xx, 2018 and the present for personal use.

22 Excluded from the Class are Defendant, any parent companies,
23 subsidiaries, and/or affiliates, officers, directors, legal
24 representatives, employees, co-conspirators, all governmental
25 entities, and any judge, justice or judicial officer presiding over
26 this matter.

27 **Consumer Protection Class**

28 All persons who reside in states in the United States with similar

1 consumer protection laws, breach of express warranty laws and
2 breach of implied warranty law, who purchased the Mink Eyelash
3 Products from April xx, 2018, until the date of judgment in this
4 action, for personal or household use, and not for resale or
5 distribution purposes. Specifically excluded from this Class are
6 Defendants, the officers, directors, or employees of Defendants, any
7 entity in which Defendants have a controlling interest, and any
8 affiliate, legal representative, heir, or assign of Defendants. Also
9 excluded are those who assert claims for personal injury as well as
10 any federal, state, or local governmental entities, any judicial officer
11 presiding over this action and the members of his/her immediate
12 family and judicial staff, and any juror assigned to this action.

13 31. Plaintiff reserves the right to modify these class definitions.

14 32. The members of the Class are so numerous that joinder of all members of the
15 Class is impracticable. Plaintiff is informed and believes that the proposed Class/Sub-Classes
16 contains thousands of purchasers of Defendants' Products who have been damaged by
17 Defendants' conduct as alleged herein. The precise number of Class members is unknown to
18 Plaintiff at this time.

19 33. Plaintiff's claims are typical to those of all Class members because members of
20 the Class are similarly injured through Defendants' uniform misconduct described above and
21 were subject to Defendants' deceptive claims that accompanied each and every Product.
22 Plaintiff is advancing the same claims and legal theories on behalf of herself and all members of
23 the Class/Sub-Class.

24 34. Plaintiff's claims raise questions of law and fact common to all members of the
25 Class, and they predominate over any questions affecting only individual Class members. The
26 claims of Plaintiff and all prospective Class members involve the same alleged defect. These
27 common legal and factual questions include the following:

28 (a) whether Defendant's Products contained mink;

- 1 (b) whether the mink in the Products was procured in a manner that was
2 “Cruelty Free”;
- 3 (c) Whether Defendants’ representation and omissions are true, or are
4 misleading, or objectively reasonably likely to deceive;
- 5 (d) whether the alleged conduct constitutes violations of the laws
6 asserted;
- 7 (e) whether Defendants’ alleged conduct violates public policy;
- 8 (f) whether Defendants’ engaged in false or misleading advertising;
9 and
- 10 (g) whether Plaintiff and the Class members are entitled to damages
11 and/or restitution and the proper measure of that loss.

12 35. Plaintiff and their counsel will fairly and adequately protect and represent the
13 interests of each member of the class. Plaintiff have retained counsel experienced in complex
14 litigation and class actions. Plaintiff’s counsel has successfully litigated other class action cases
15 similar to that here and have the resources and abilities to fully litigate and protect the interests
16 of the class. Plaintiff intends to prosecute this claim vigorously. Plaintiff has no adverse or
17 antagonistic interests to those of the Class, nor are Plaintiff subject to any unique defenses.

18 36. A class action is superior to the other available methods for a fair and efficient
19 adjudication of this controversy. The damages or other financial detriment suffered by the
20 Plaintiff and individual Class members is relatively small compared to the burden and expense
21 that would be entailed by individual litigation of their claims against Defendants. It would thus
22 be virtually impossible for Plaintiff and Class members, on an individual basis, to obtain
23 meaningful and effective redress for the wrongs done to them. Further, it is desirable to
24 concentrate the litigation of the Class members’ claims in one forum, as it will conserve party
25 and judicial resources and facilitate the consistency of adjudications. Plaintiff knows of no
26 difficulty that would be encountered in the management of this case that would preclude its
27 maintenance as a class action.

28 37. The Class also may be certified because Defendants has acted or refused to act

1 on grounds applicable to the Class, thereby making appropriate final declaratory and/or
2 injunctive relief with respect to the members of the Class as a whole.

3 38. Plaintiff seek preliminary and permanent injunctive and equitable relief on behalf
4 of the entire Class, on grounds generally applicable to the entire Class, to enjoin and prevent
5 Defendant from engaging in the acts described above and requiring Defendant to provide a full
6 refund of the purchase price of the Defendant's Products. Products to Plaintiff and Class
7 members.

8 39. Unless a Class is certified, Defendant will retain monies received as a result of
9 their conduct that were taken from Plaintiff and the Class members. Unless a Class-wide
10 injunction is issued, Defendant will continue to commit the violations alleged and the members
11 of the Class and the general public will continue to be misled.

12 **FIRST CAUSE OF ACTION**

13 **FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &**
14 **PROFESSIONS CODE §17200, *et seq.***

15 **(By Plaintiff and California Classes against all Defendants)**

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

18 41. This cause of action is brought pursuant to *Business and Professions Code*
19 *§17200, et seq.*

20 42. In the advertising of the Lash Products, Defendants make false and misleading
21 statements and material omissions including, as set forth above, Defendants represents their
22 product is "Cruelty Free." In fact, the Product is not cruelty free.

23 43. Plaintiff also believed that the reviews on the website were true and accurate
24 and were not written by employees of or at the direction of Defendants.

25 44. Defendants are aware that the claims that they make about the cosmetic products
26 are false, misleading and unsubstantiated.

27 45. As alleged in the preceding paragraphs, the misrepresentations and omissions by
28 Defendants of the material facts detailed above constitute an unfair and fraudulent business

1 practice within the meaning of California *Business & Professions Code* §17200.

2 46. In addition, Defendants' use of various forms of advertising media to advertise,
3 call attention to or give publicity to the sale of goods or merchandise which are not as
4 represented in any manner constitute unfair competition, unfair, deceptive, untrue or misleading
5 advertising, and an unlawful business practice within the meaning of *Business & Professions*
6 *Code* §§17531 and 17200, which advertisements have deceived and are likely to deceive the
7 consuming public, in violation of *Business & Professions Code* §17500.

8 47. There were reasonably available alternatives to further Defendants' legitimate
9 business interests, other than the conduct described herein.

10 48. All of the conduct alleged herein occurs and continues to occur in Defendants'
11 business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct
12 repeated on thousands of occasions daily.

13 49. Pursuant to *Business & Professions Code* §§17203 and 17535, Plaintiff and the
14 members of the Classes seek an order of this Court enjoining Defendants from continuing to
15 engage, use, or employ their practice of advertising the sale and use of the cosmetic products.
16 Likewise, Plaintiff and the members of the Classes seek an order requiring Defendants to
17 disclose such misrepresentations, and additionally request an order awarding Plaintiff restitution
18 of the money wrongfully acquired by Defendants by means of responsibility attached to
19 Defendants' failure to disclose the existence and significance of said misrepresentations.

20 **SECOND CAUSE OF ACTION**

21 **FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &**
22 **PROFESSIONS CODE §17500, *et seq.***

23 **(By Plaintiff and California Classes against all Defendants and Does 1-10)**

24 50. Plaintiff repeats and realleges the allegations set forth in the preceding
25 paragraphs, and incorporates the same as if set forth herein at length.

26 51. This cause of action is brought pursuant to *Business and Professions Code*
27 §17500, *et seq.* (the "FAL"). The FAL prohibits the dissemination of any advertisement which
28 is untrue or misleading, and which is known, or which by exercise of reasonable care should be

1 known, to by untrue or misleading. Cal. Bus. & Prof. Code §17500.

2 52. In its advertising of their Cosmetic Products, Defendants make false and
3 misleading statements. Specifically, as set forth above, Defendants labels their products as
4 “Cruelty Free” and publish “customer reviews” on their website touting the benefits of the
5 products and giving the products five star ratings.

6 53. In fact, the mink eyelashes are not “cruelty free” and the product reviews are
7 not unbiased and accurate customer reviews.

8 54. As alleged in the preceding paragraphs, the misrepresentations by Defendants of
9 the material facts detailed above constitute an unfair and fraudulent business practice within the
10 meaning of California *Business & Professions Code* §17500.

11 55. In addition, Defendants’ use of various forms of advertising media to advertise,
12 call attention to or give publicity to the sale of goods or merchandise which are not as
13 represented in any manner constitutes unfair competition, unfair, deceptive, untrue or
14 misleading advertising, and an unlawful business practice within the meaning of *Business &*
15 *Professions Code* §§ 17531 and 17200, which advertisements have deceived and are likely to
16 deceive the consuming public, in violation of *Business & Professions Code* §17500.

17 56. Pursuant to *Business & Professions Code* §§17203 and 17535, Plaintiff and the
18 members of the Classes seek an order of this Court enjoining Defendants from continuing to
19 engage, use, or employ their practice of advertising the sale and use of the cosmetic products.
20 Likewise, Plaintiff and the members of the Classes seek an order requiring Defendants to
21 disclose such misrepresentations, and additionally request an order awarding Plaintiff restitution
22 of the money wrongfully acquired by Defendants by means of responsibility attached to
23 Defendants’ failure to disclose the existence and significance of said misrepresentations.

24 **THIRD CAUSE OF ACTION**

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

26 **(By Plaintiff and California Classes against all Defendants)**

27 57. Plaintiff repeats and realleges all the allegations of the previous paragraphs, and
28 incorporates the same as if set forth herein at length.

1 58. This cause of action is brought pursuant to *Civil Code* §1750, *et seq.*, the
2 Consumers Legal Remedies Act.

3 59. Plaintiff, as well as each member of the Consumer Class, constitutes a
4 “consumer” within the meaning of *Civil Code* §1761(d).

5 60. Defendants’ sales of the Product constitute “transactions” within the meaning of
6 *Civil Code* §1761(e).

7 61. The Product purchased by Plaintiff and the Consumer Class constitute “goods”
8 under *Civil Code* §1761(a).

9 62. The Consumer Class consists of thousands of persons, the joinder of whom is
10 impracticable.

11 63. There are questions of law and fact common to the classes, which questions are
12 substantially similar and predominate over questions affecting the individual members,
13 including but not limited to:

14 (a) Whether Defendants represented that the Product has characteristics,
15 benefits, uses or quantities which it does not have;

16 (b) Whether the existence, extent and significance of the major
17 misrepresentations, concealments and omissions regarding the purported benefits,
18 characteristics and efficacy of the Product violate the Act; and

19 (c) Whether Defendants knew of the existence of these misrepresentations,
20 concealments and omissions.

21 64. The policies, acts, and practices heretofore described were intended to result in
22 the sale of cosmetic products to the consuming public and violated and continue to violate: (1)
23 Section 1770(a)(5) of the Act which prohibits, *inter alia*, “[r]epresenting that goods or services
24 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they
25 do not have;” (2) Section 1770(a)(7) of the Act, which prohibits, “[r]epresenting that goods or
26 services are of a particular standard, quality, grade, or that goods are of a particular style or
27 model , if they are of another;” (3) Section 1770(a)(9), which prohibits, “[a]dvertising goods or
28 services with intent not to sell them as advertised” and section 1770(a)(14) which bars

1 Defendants from “representing that a transaction confers or involves rights, remedies, or
2 obligations which it does not have or involve.”

3 65. Defendants fraudulently deceived Plaintiff and the Classes by representing that
4 their cosmetic products have certain characteristics, benefits, uses and qualities which it does
5 not have. In doing so, Defendants intentionally misrepresented and concealed material facts
6 from Plaintiff and the Classes, specifically and not limited to the fact that the product was not
7 cruelty free. Said misrepresentations and concealment were done with the intention of
8 deceiving Plaintiff and the Classes and depriving them of their legal rights and money.

9 66. Defendants knew that cosmetic products were contaminated and not safe for
10 consumption.

11 67. Defendants’ actions as described hereinabove were done with conscious
12 disregard of Plaintiff’s rights and Defendants were wanton and malicious in their concealment
13 of the same.

14 68. Pursuant to California *Civil Code* §1780(a) of the Act, Plaintiff seeks injunctive
15 relief in the form of an order enjoining the above-described wrongful acts and practices of
16 Defendants including, but not limited to, an order enjoining Defendants from distributing such
17 false advertising and misrepresentations. Plaintiff shall be irreparably harmed if such an order
18 is not granted.

19 69. Plaintiff reserves the right to amend this complaint to include a request for
20 damages under the CLRA after complying with California *Civil Code* §1782(a) within thirty
21 days after the commencement of this action.

22 **FOURTH CAUSE OF ACTION**

23 **Unjust Enrichment**

24 **(On Behalf of the Multi-State Class and All State Classes)**

25 70. Plaintiff incorporate by reference and re-alleges each and every allegation
26 contained above, as though fully set forth herein.

27 71. As a result of Defendants’ wrongful and deceptive conduct alleged herein,
28 Defendants knowingly and voluntarily accepted and retained wrongful benefits in the form of

1 money paid by the Plaintiff and members of the Classes when they purchased the Products.

2 72. In so doing, Defendant acted with conscious disregard for the rights of Plaintiff
3 and members of the Classes.

4 73. As a result of Defendants' wrongful conduct as alleged herein, Defendants have
5 been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the
6 Classes.

7 74. Defendants' unjust enrichment is traceable to, and resulted directly and
8 proximately from, the conduct alleged herein.

9 75. Under the common law doctrine of unjust enrichment, it is inequitable for
10 Defendants to be permitted to retain the benefits it received, and is still receiving, without
11 justification, from the false and deceptive labeling and marketing of Defendant's Products to
12 Plaintiff and members of the Classes.

13 76. Defendants' retention of such funds under circumstances making it inequitable to
14 do so constitutes unjust enrichment.

15 77. The financial benefits derived by Defendants rightfully belong to Plaintiff and
16 members of the Classes.

17 78. Defendants should be compelled to disgorge in a common fund for the benefit of
18 Plaintiff and members of the Classes all wrongful or inequitable proceeds received by them.

19 79. Finally, Plaintiff and members of the Classes may assert an unjust enrichment
20 claim even though a remedy at law may otherwise exist.

21 **FIFTH CAUSE OF ACTION**

22 **Negligent Misrepresentation/Omission**

23 **(On Behalf of the Multi-State Class and All State Classes)**

24 80. Plaintiff incorporate by reference and re-allege each and every allegation
25 contained above, as though fully set forth herein.

26 81. Through their labeling and advertising, Defendants made representations to
27 Plaintiff and the Class members concerning their cosmetic products.

28 82. Defendants have a duty to provide accurate information to consumers as detailed

1 above.

2 83. Defendants failed to fulfill its duty when it made false representations regarding
3 the quality of the cosmetic products as detailed above.

4 84. Such failures to disclose on the part of Defendants amount to negligent omission
5 and the representations regarding the quality of the product amount to negligent
6 misrepresentation.

7 85. Plaintiff and the other members of the Classes reasonably relied upon such
8 representations and omissions to their detriment.

9 86. By reason thereof, Plaintiff and the other Class members have suffered damages
10 in an amount to be proven at trial.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for
13 judgment against the Defendants as to each and every count, including:

14 A. An order declaring this action to be a proper class action, appointing
15 Plaintiff and their counsel to represent the Class/Sub-Classes, and
16 requiring Defendants to bear the costs of class notice;

17 B. An order requiring Defendants to engage in a corrective advertising
18 campaign and engage in any further necessary affirmative injunctive
19 relief;

20 E. An order awarding declaratory relief, and any further retrospective or
21 prospective injunctive relief permitted by law or equity, including
22 enjoining Defendants from continuing the unlawful practices alleged
23 herein, and injunctive relief to remedy Defendants' past conduct;

24 F. An order requiring Defendants to pay restitution/damages to restore all
25 funds acquired by means of any act or practice declared by this Court to
26 be an unlawful, unfair, or fraudulent business act or practice, untrue or
27 misleading advertising in violation of the above-cited authority, plus pre-
28 and post-judgment interest thereon (Plaintiff does not seek monetary

damages pursuant to his Ninth Cause of Action);

- G. An order requiring Defendants to disgorge any ill-gotten benefits received from Plaintiff and members of the Class/Sub-Classes as a result of any wrongful or unlawful act or practice (presently Plaintiff does not seek monetary damages pursuant to her CLRA);
- H. An order requiring Defendant to pay all actual and statutory damages permitted under the counts alleged herein (presently Plaintiff does not seek monetary damages pursuant to her CLRA);
- I. An order awarding attorneys' fees and costs to Plaintiff and the Class/Sub-Classes; and
- J. An order providing for all other such equitable relief as may be just and proper.

DEMAND FOR JURY TRIAL

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

DATED: June 7, 2022

BRADLEY/GROMBACHER, LLP

By: 

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Lirit King, Esq.
Attorneys for Plaintiff and others similarly
situated

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims by
3 jury to the extent authorized by law.

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5 DATED: June 7, 2022

BRADLEY/GROMBACHER, LLP

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7 By: _____

A handwritten signature in dark ink, appearing to read 'Marcus Bradley', is written over a horizontal line.

8 Marcus Bradley, Esq.
9 Kiley Grombacher, Esq.
10 Lirit King, Esq.
11 Attorneys for Plaintiff and others similarly
12 situated