IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

TINA MARIE BARRALES and DEADRA POWELL, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, v. EDGEWELL PERSONAL CARE COMPANY, EDGEWELL PERSONAL CARE, LLC, and EDGEWELL PERSONAL CARE BRANDS, LLC, Defendants.	Case No. CLASS ACTION JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Tina Marie Barrales and Deadra Powell (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, allege as follows upon personal knowledge as to themselves, and as to all other matters based upon the investigation undertaken by counsel.

NATURE OF THE CASE

1. This is a class action lawsuit against Edgewell Personal Care Company, Edgewell Personal Care, LLC, and Edgewell Personal Care Brands, LLC (collectively "Edgewell" or "Defendants") by Plaintiffs on behalf of themselves and all other similarly situated purchasers of All Day Deodorant ("All Day Deodorant," or "Billie Deodorant"). All Day Deodorant is marketed by Billie Inc., ("Billie"), a business line acquired by Edgewell in 2021.

2. Printed on the back of every All Day Deodorant units are claims that it contains "Soothing ingredients," "No baking soda," and is safe to directly apply onto skin for up to twenty-

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four hours.[1] The Walmart webpage dedicated to selling All Day Deodorant claims it is "[m]ade with ultra-gentle ingredients that soothe and nourish skin while fighting odor."[2] And Billie's own webpage selling All Day Deodorant claims "we create products with nourishing formulas, yummy textures, and ingredients that make your skin feel like happy dancin'. Our products are all dermatologist-tested."[3]

3. Contrary to Edgewell and Billie's representations, All Day Deodorant is not suitable for *any* skin-type, let alone the sensitive skin of the consumers whom Edgewell and Billie's marketing specifically targets. As shown below, Plaintiffs and numerous consumers report that they have suffered chemical burns, skin peeling, rashes, itchiness, and/or permanent skin discoloration after using All Day Deodorant, (hereinafter referred to as the "Defect").[4] Consumers also report that the symptoms begin within minutes after applying All Day Deodorant and persist for weeks afterwards.[5]

4. Edgewell has been well-aware of the Defect yet continues to sell All Day Deodorant without disclosing this material information. Edgewell's knowledge is evidenced by, *inter alia,* the deluge of customer complaints (made directly to it and on third-party websites that it monitors and interacts with), and from standard testing that would have been performed on All Day Deodorant.

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[1] https://www.walmart.com/ip/Billie-All-Day-Womens-Deodorant-Stick-2-6-oz-Tidal-Rose-Scent-24-Hour-Odor-Control-Aluminum-Free/2453408109
[2] https://www.walmart.com/ip/Billie-All-Day-Womens-Deodorant-Stick-2-6-oz-Tidal-Rose-Scent-24-Hour-Odor-Control-Aluminum-Free/2453408109
[3] https://mybillie.com/products/all-day-deodorant (last visited April 4, 2025).
[4] Alyssa Phillips (@alyssarp12), TikTok, https://www.tiktok.com/@alyssarp12/video/7362405833663155498?is_from_webapp=1&sender_device=pc&web_id=7489685293005391402 (Apr. 27, 2024).
[5] *Id.*

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5. As a result of Edgewell's active concealment and knowing omissions, Plaintiffs and similarly situated purchasers of All Day Deodorant have sustained cognizable damages. In addition to causing painful and irritating skin issues, All Day Deodorant is unusable for the intended purpose for which it is sold. Had Plaintiffs and Class members known of the Defect at the time of their purchase, they would not have bought All Day Deodorant.

6. As set forth below, Edgewell's conduct violates various consumer protection laws, warranty statutes, and the common law. Plaintiffs bring this suit on behalf of themselves and those similarly situated to require Edgewell to disclose the skin irritation risks associated with All Day Deodorant on a prospective basis, and to obtain compensatory damages, restitution, disgorgement of profits, and all other available relief for economic harm already caused for failing to disclose this material information.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy of at least $5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

8. This Court has personal jurisdiction over Defendants because they transact substantial business in Connecticut and in this Judicial District. Edgewell is headquartered in Shelton, Connecticut, and sells All Day Deodorant throughout the State of Connecticut and the United States.

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9. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this Judicial District, and because Defendants reside in this Judicial District.

THE PARTIES

Plaintiff Tina Marie Barrales

10. Plaintiff Tina Marie Barrales ("Plaintiff Barrales") is a California citizen and resident of Huntington Park, California.

11. In January of 2025, Plaintiff Barrales purchased Defendants' Lavender Milk All Day Deodorant from a Walmart store located in California. Two to three days after using All Day Deodorant, she developed serious chemical burns and rashes on her underarms. These burns and rashes were extremely painful and sensitive. Plaintiff Barrales could not lower her arms without experiencing severe pain, as her underarms would make contact with her sides and flare up. Plaintiff Barrales had to insert pieces of cloth onto her underarms to lower her arms. Additionally, Plaintiff Barrales purchased cortisone and other first aid items to soothe her pain.

12. As a result of the reaction that Plaintiff Barrales had after normal use and application of All Day Deodorant, she was unable to continue using the product and, thus, was deprived of the benefit of the bargain of her purchase.

13. As a result of the Defect and Edgewell's failure to disclose the presence of the Defect, Plaintiff Barrales has been injured. Had Edgewell disclosed to Plaintiff Barrales that All Day Deodorant would cause chemical burns, skin peeling, rashes, itchiness, and/or skin discoloration, she would not have purchased it and applied it directly to her skin.

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Plaintiff Deadra Powell

14. Plaintiff Deadra Powell ("Plaintiff Powell") is a Louisiana citizen and resident of Monroe, Louisiana.

15. In or around Summer of 2024, Plaintiff Powell purchased four units of Defendants' Lavendar Milk All Day Deodorant from a Walmart store located in Monroe, Louisiana. After two weeks of using All Day Deodorant, she developed serious irritation on her underarms. These burns became extremely painful, and the area was so sensitive that Plaintiff Powell could not lower her arms without experiencing severe pain, as her underarms would make contact with her sides and flare up. As a result of the reaction that Plaintiff Powell had after normal use and application of Billie Deodorant, she was unable to continue using the product or any of the additional Billie Deodorant units she purchased and, thus, was deprived of the benefit of the bargain of her purchase.

16. As a result of the Defect and Edgewell's failure to disclose the presence of the Defect, Plaintiff Powell has been injured. Had Edgewell disclosed to Plaintiff Powell that All Day Deodorant would cause chemical burns, skin peeling, rashes, itchiness, and/or skin discoloration, she would not have purchased it and applied it directly to her skin.

The Defendants

17. Defendant Edgewell Personal Care Company is incorporated in the State of Missouri, with its principal place of business located at 6 Research Drive, Shelton, CT 06484. Defendant Edgewell Personal Care Brands, LLC is a Delaware Limited Liability Corporation with its headquarters in Shelton, Connecticut. Defendant Edgewell Personal Care Company is the sole member of Edgewell Personal Care Brands, LLC. Defendant Edgewell Personal Care, LLC is a Delaware Limited Liability Corporation with its headquarters in Shelton, Connecticut. Defendants

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manufacture, market, and distribute All Day Deodorant throughout Connecticut and the United States.

FACTUAL ALLEGATIONS

Edgewell's Acquisition of Billie and Sale of All Day Deodorant

18. Edgewell designs, manufactures, distributes, markets, and sells personal healthcare, hygiene, grooming, suncare, and feminine hygiene products. The company has a broad global footprint and operates in more than 50 markets, including the United States, Canada, Mexico, Germany, Japan, the U.K. and Australia, with approximately 5,800 employees worldwide.[6] In 2024, Edgewell earned approximately $2.25 billion in net sales.[7]

19. Edgewell has acquired numerous healthcare and hygiene brands. On November 29, 2021, Edgewell announced it acquired Billie, a leading U.S. based consumer brand company that offers a broad portfolio of personal care products for women, in an all-cash transaction at a purchase price of $310 million.[8]

20. In its announcement press release, Edgewell boasted that Billie was a "brick & mortar retail" who had "[g]enerated $90 million in revenue last year."[9]

21. On or about April 1, 2024, Billie "launched its biggest category expansion yet: moving beyond body hair into **bodycare**."[10] (emphasis in original). This expansion, the New Bodycare Line, featured fifteen different new products, including All Day Deodorant.

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[6] https://www.prnewswire.com/news-releases/edgewell-personal-care-announces-acquisition-of-billie-inc-301433210.html (last visited April 4, 2025).
[7] https://ir.edgewell.com/news-and-events/press-releases/2024/11-07-2024-110128427?sc_lang=en
[8] *Id.*
[9] *Id.*
[10] https://edgewell.com/blogs/news/billie-s-new-bodycare-line-a-look-behind-the-scenes

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22. All Day Deodorant is advertised to be " all aluminum and baking soda-free," which was "specifically designed for different skin types and needs. So, whether your primary focus is hydration, brightening skin, or even soothing, we've got you covered."[11]

23. All Day Deodorant initially featured four different scents: Coco Villa, Cedar Crush, Lavender Milk, and Tidal Rose. All Day Deodorant is intended to be directly applied onto underarm skin to provide "effective 24-hour odor protection."

24. Edgewell markets and sells All Day Deodorant through a variety of third-party retailers. Initially, it was sold through Walmart and Billie's online store. Subsequently, Edgewell expanded its marketing of All Day Deodorant to other third-party retailers, such as Target, Amazon, CVS, and Ulta.

25. Printed on every All Day Deodorant unit and its online advertisements, Edgewell claims All Day Deodorant is 'aluminum-free,' 'baking-soda free,' contains 'soothing ingredients,' and is meant to be directly worn on skin to create '24-hour protection.' Moreover, on Walmart's description of the product, it claims All Day Deodorant is "[m]ade with ultra-gentle ingredients that soothe and nourish skin while fighting odor."[12]

26. What Edgewell does not disclose, however, is that All Day Deodorant causes severe skin issues such as chemical burns, skin peeling, rashes, itchiness, and/or permanent skin discoloration.

27. Edgewell and Billie have long been aware of the Defect through pre-release testing and various consumer complaints, yet it has done nothing to remedy the Defect or disclose its existence to unsuspecting consumers.

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[11] *Id.*

[12] https://www.walmart.com/ip/Billie-All-Day-Womens-Deodorant-Stick-2-6-oz-Tidal-Rose-Scent-24-Hour-Odor-Control-Aluminum-Free/2453408109

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Numerous Consumer Complaints of Adverse Reactions from All Day Deodorant

28. Plaintiffs' experiences are by no means isolated or outlying occurrences.

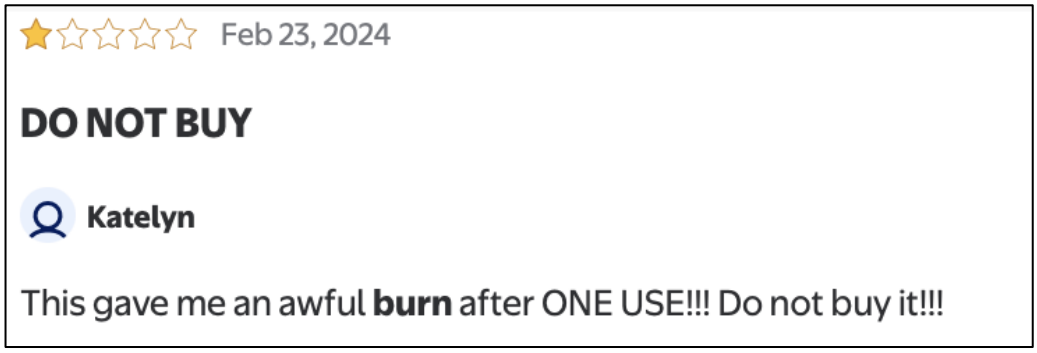
29. Since the release of All Day Deodorant, consumers have complained online about its formulation and their adverse reactions to it. An internet search reveals numerous forums of All Day Deodorant buyers and/or users who have the same complaint: After purchasing All Day Deodorant online or in-person stores, they experience severe skin issues after applying the product. Many consumers experience symptoms within minutes after first applying Billie Deodorant. These painful symptoms persist for weeks, or even months. Consumers often cannot shower because water irritates their underarms. Many times, consumers cannot even lower their arms without their underarms rubbing against their sides and causing intense pain.

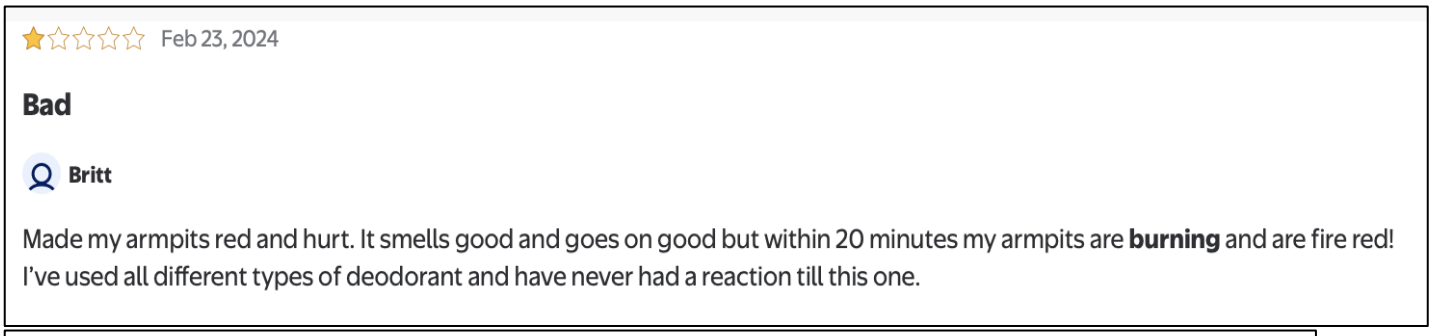
30. However, consumers are not alerted to the Defect—or complaints thereof—by Edgewell and are rather left to their own devices to sift through the internet to uncover similar complaints about the Defect and personally treat their injuries by buying first aid equipment such as ointment and compression cloths.

31. Complaints about the Defect on Walmart's online store, Reddit, TikTok, and Billie's official social media accounts show that the Defect has been widespread since Billie Deodorant's release, and that Edgewell has failed to remedy or disclose the Defect to consumers, leaving them perplexed as to the cause of the Defect and their resulting injuries.

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32. Some of the complaints found on Walmart's online store, Walmart.com, are provided below:[13]







[13] https://www.walmart.com/reviews/product/2409948179?ratings=1
https://www.walmart.com/reviews/product/5089154092?ratings=1
https://www.walmart.com/reviews/product/5089154091?ratings=1
https://www.walmart.com/reviews/product/2453408109?ratings=1

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Mar 8, 2024

This deodorant is horrible

Anonymous

I hate this deodorant it gave me really bad rashes and I can't put on a shirt with out it **burning** bc the rashes are so bad

Mar 24, 2024

Terrible itchy %26 burning rash!!

Kat

Please don't buy this!! I been using it for a little over 2 weeks. I constantly have to apply 3-4x a day because it did not last! Oder came back after about 3-4 hours. I never had bad Oder as I only had to apply native 1 time a day, I think this product dried out my pits because now I have a burn/rash. My pits constantly itch, and irritate me now. I never had a problem with natural deodorant as I bought this after finishing my Native one. Going back to native! My pits are now dark, dried, %26 itchy all the time!! %26 my pits never use to be dark!!! I don't even know how to fix the issue. I was dumb to even continue after the first week. Threw it away, waste of money. Terrible product

Mar 29, 2024

Burns your armpits really bad.

Mandy

I got this deodorant today to try because I have their razors and was very excited to see how the other stuff works. Within minutes of putting it on my armpits started to **burn** so bad. I immediately took it off, even doing so my armpits still burn after 30 minutes. I went to look at reviews on multiple platforms and see this is the case for a lot of people. People are saying it has caused chemical burns, darkening of the armpits, and peeling skin. As I hope I caught mine in time and took it off quick enough for it to not cause a chemical burn, I'm not sure. I do not recommend getting this deodorant at all. Save yourself the pain and money.

Mar 30, 2024

Ouch!!!

Amy

I do not have sensitive skin. Less than 5 minutes after putting on this deodorant my skin was **burning** so bad!

Verified Purchase Mar 30, 2024

Burns and drys you out very badly.

Carol

I've used this for about a week or two and immediately started noticing pain and redness in one then in the other armpit and after seeing other reviews this legitimatizes my concern and symptoms. Will not be using again.

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Apr 2, 2024

BE CAREFUL WITH THIS PRODUCT!!!

Anademi

This deodorant gave me a horrible rash just a couple of minutes after I applied it on my armpits. The **burning sensation** was so horrible I washed it off immediately. My armpits are still burning like crazy! I have seen many reviews like mine. This deodorant is DANGEROUS!!!

Apr 10, 2024

Skin peeled !

Katherine

People who have sensitive skin do not buy ! At first it was fine , smelled great. It then started making me itch and **burn**. Its horrible. My under arms look so bad , i might see a doctor about this.

Apr 25, 2024

Awful

Robyn

Got this for my daughter and it caused the worst chemical burn rash. Her skin is peeling!

Verified Purchase Apr 29, 2024

Smells great. Not for sensitive skin.

Wendy

Smells amazing. First couple of days worked great after the 3rd or 4th day I started breaking out and had red **burns** all over my arm pits. Really wish they would work on a sensitive skin formula because it works very well and smells so nice.

May 3, 2024

CHEMICAL BURNS!

Kelsey

I wish I would have done more research before purchasing. Chemicals burns are common with this deodorant %26 I'm dealing with that now %26 I by no means have sensitive skin. Needs to be take. Off the shelf. DO NOT BUY!

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★☆☆☆☆ May 4, 2024

Ummmm

Maddie

Definitely not for anyone who has sensitive skin, it **burned** me pretty bad and left scabby skin, and almost burnt the little mole off under my arm. It was bleeding.

★☆☆☆☆ **Verified Purchase** ⓘ May 4, 2024

Beware

Charlotte | Walmart Associate

I have never reacted to deodorant like I did this product. Armpits started itching and **burning** almost immediately. Waited a few days and retried, but unfortunately had the same reaction.

★☆☆☆☆ May 10, 2024

Chemical Burns

kaylee

DO NOT BUY!!! Besides the fact that it smells lovely, it caused me to have horrible **chemical burns**. Just a warning, I wish I had read reviews before buying seeing it has caused the same to others, but I was excited about the scent, please save yourself the pain, my pits are on fire

★☆☆☆☆ May 14, 2024

Chemical burn

michaela t.

This gave me a horrible chemical **burn** after 2 days of use. My armpits were cracking, bright red and burning. I couldn't wear deodorant for days after while they healed because it burned so bad to put anything on the skin.

★☆☆☆☆ May 19, 2024

Causes rash, do not use!!

Rikki

I liked the packaging and the smell when I first saw this new deodorant. After a few uses I felt **burning** and have a horrible red, raised rash! I've stopped using it but the rash is still bothering me. Disappointing.

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★☆☆☆☆ Jun 1, 2024

Elaine C

[This review was collected as part of a promotion.] The lavender milk deo has a hideous smell! I would not recommend. Look for other scents! Additionally, this simply did not work for my skin! It **burned**! I had to wipe it off after ten minutes. The sensation after application immediately reminded me of eucalyptus creams because my skin felt a bit tingly. I did not mind and found it refreshing. Then, as minutes passed I started to burn and my underarms turned red. Even after wiping the product off, my underarms still ached.

★☆☆☆☆ Jun 2, 2024

Nicole B

[This review was collected as part of a promotion.] Billie All Day Deodorant is noted to be aluminum and baking soda-free. The Coco Villa scent is nice, but I don't think I would want to be smelling it all day. Based on the online reviews for this product, I was hesitant to go all out and slather it on as others had indicated they had a reaction to the deodorant. I did a patch test on my forearm just to be safe. Within minutes, I noticed irritation, redness, and I'm experience slight burning where the product was applied. Unfortunately, this appears to be a common occurance.

★☆☆☆☆ Jun 3, 2024

Rash

Debbie

I purchased billie because it was aluminum free and i couldn't find Tom's apricot. I ended up smelling really bad all day and then came home to find my armpits were fire red and itchy.

★☆☆☆☆ Jun 4, 2024

Burns Immediately After Applying Skin

Walmart customer

Purchased as a buy and try item. I do not have sensitivity to deodorants. I applied this deodorant for the first time to tonight (06/03/2024) and it burns after application. I've never experienced a deodorant burning my skin in my 34 years of life. So much for “soothing”. Will not be purchasing again. $8 down the drain,

★☆☆☆☆ Jun 10, 2024

Bad reaction

Jill N.

I've been using this deodorant for 2-3 weeks and it was fine until yesterday. Since then, my armpits have a dark red rash and a slight burning sensation (**chemical burn**?). I'm not sure what changed but I am really sad because up until this point I really loved the deodorant.

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Jun 13, 2024

Burns with application

katiel310

[This review was collected as part of a promotion.] The only thing I liked about this product is that it smells nice. I tried applying this product twice and my armpits started **burning**. They felt swollen/puffy and kept burning for hours after. Also, the scent went away once applied and it's not an antiperspirant so basically it's useless.

Jun 17, 2024

Significant skin irritation

tomarak1

[This review was collected as part of a promotion.] Unfortunately, this deodorant did not work well for me. I received it for free in exchange for my honest opinion. The packaging is so cute, the scent is pleasant, and it rolls onto skin smoothly. However, every time I used it my skin immediately started to feel like it was **burning**. After an hour or two, my underarm skin was notably red and dry. I tried it on a couple different days but this was always the end result. I've tolerated other aluminum-free deodorants in the past so I'm not sure what part of this formulation is not working with my skin.

Jun 28, 2024

Chemical Burn

Mackenzie

Sensitive skin people beware! I've never had an issue with deodorants. Itching? Maybe, but this? It worked great for a week and then out of nowhere I got **chemical burns** on both pits. PLEASE be careful if you have sensitive skin. I found out this is actually a common occurrence with this deodorant after I looked up “Billie deodorant chemical burns” so just be safe!

Jul 14, 2024

Not good at all

Christina | Walmart Associate

It smells nice but my pits were **burning** and they started to darken over time. I think I have chemical burns. Please do not buy from them

Jul 24, 2024

No good

Livvy

No good sadly... gave me **chemical burns** (super red, irritated, and burning)

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★☆☆☆☆ Jul 24, 2024

Caused me to break out!

borderlinemillennial

[This review was collected as part of a promotion.] I wanted to love this so much! Sadly, I think I might be allergic to something that's in this deodorant. Every time I applied it, I had a weird **burning sensation** in my under arm, and I after the second or third time trying it out I realize that I was starting to break out from it. I had splotchy red patches on my under arms that made it really sensitive and staying to the touch. It smells really great, and I think this would be great for someone else, but it just isn't the deodorant for me. 😢

★☆☆☆☆ **Verified Purchase** ⓘ Jul 26, 2024

natalie

This deodorant gave me and my family an allergic reaction and made our armpits itch and **burn** and a rash . I won't be buying this anymore

★☆☆☆☆ **Verified Purchase** ⓘ Sep 2, 2024

Is it supposed to burn?

April | Walmart Associate

I bought this based on the ingredients and the reviews. The first time I used it, it left a burning sensation on my skin. I brushed it off, thinking it was because I had just shaved. Three days later, it was still **burning** and discolored my skin, so I threw it right in the trash.

★☆☆☆☆ Oct 10, 2024

Give chemical burns

Holly

Needs to be pulled off the shelf my daughter and I got it and it gave us both **chemical burns** under our arms

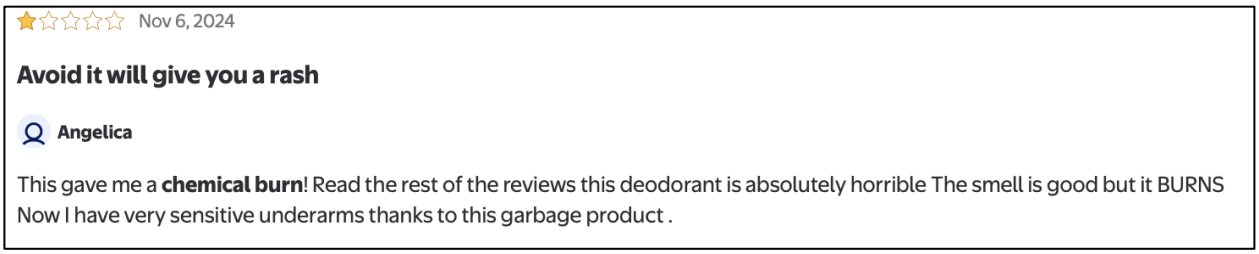
★★☆☆☆ Oct 14, 2024

Not for my skin

Mekeyah M.

It was fine the first day or so but then one day my underarms got really sensitive and red. I didn't notice until I got in the shower and my armpits started **burning** when the water hit them. I stopped using it immediately.

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Nov 6, 2024

Avoid it will give you a rash

Angelica

This gave me a **chemical burn**! Read the rest of the reviews this deodorant is absolutely horrible The smell is good but it BURNS Now I have very sensitive underarms thanks to this garbage product .

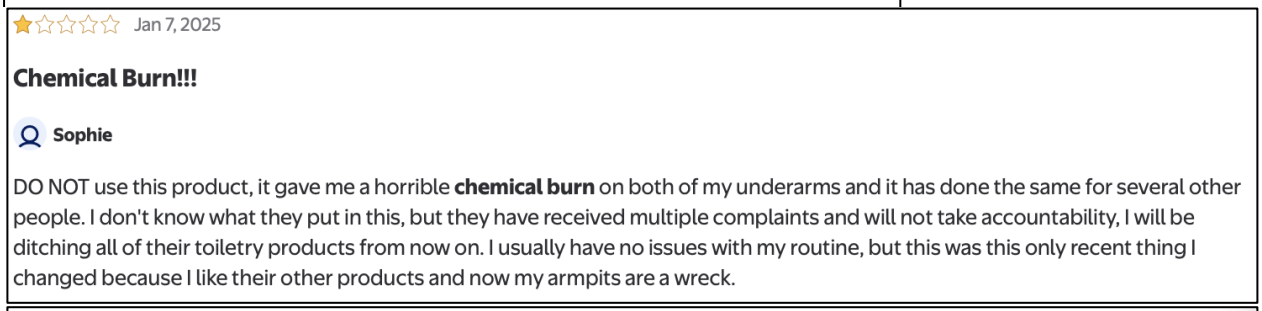


Dec 17, 2024

Rash

Christina P.

Had to stop using after the first try. This deodorant gave me a painful rash

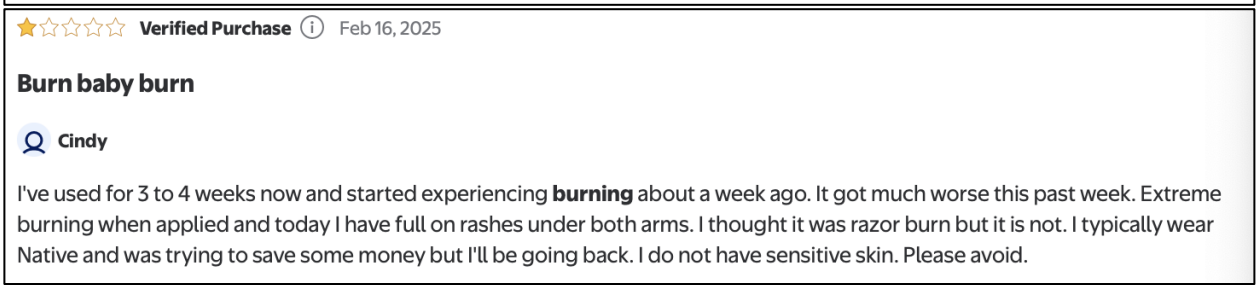


Jan 7, 2025

Chemical Burn!!!

Sophie

DO NOT use this product, it gave me a horrible **chemical burn** on both of my underarms and it has done the same for several other people. I don't know what they put in this, but they have received multiple complaints and will not take accountability, I will be ditching all of their toiletry products from now on. I usually have no issues with my routine, but this was this only recent thing I changed because I like their other products and now my armpits are a wreck.

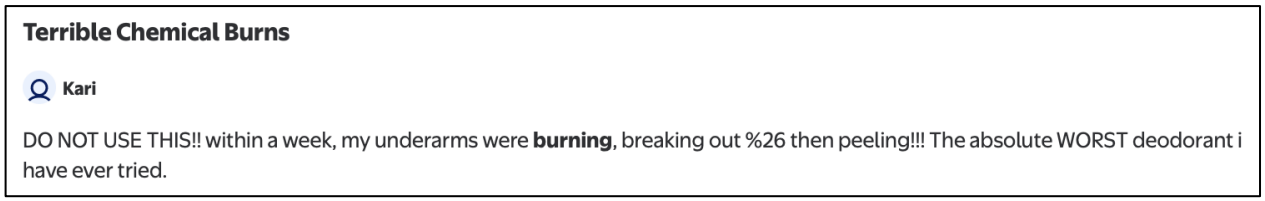


Verified Purchase Feb 16, 2025

Burn baby burn

Cindy

I've used for 3 to 4 weeks now and started experiencing **burning** about a week ago. It got much worse this past week. Extreme burning when applied and today I have full on rashes under both arms. I thought it was razor burn but it is not. I typically wear Native and was trying to save some money but I'll be going back. I do not have sensitive skin. Please avoid.



Terrible Chemical Burns

Kari

DO NOT USE THIS!! within a week, my underarms were **burning**, breaking out %26 then peeling!!! The absolute WORST deodorant i have ever tried.

33. A sampling of TikTok videos and photos depicting consumers' skin issues are set forth below:

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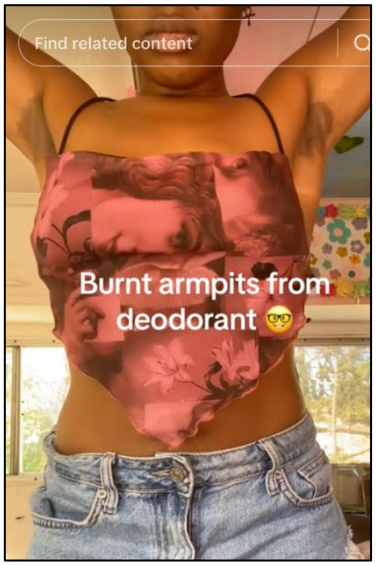
Video from Alyssa Phillips (@alyssarp12), TikTok:[14]





Video from Kyjah Allen (@whereiskyjah), TikTok:[15]





14 https://www.tiktok.com/@alyssarp12/video/7362405833663155498?is_from_webapp=1&sender_device=pc&web_id=7489685293005391402

15 https://www.tiktok.com/@whereiskyjah/video/7415408206559612191?is_from_webapp=1&web_id=7489685293005391402

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Video from Erin Robinson (@errnrobinson), TikTok:[16]



"Billie deodorant review. I woke up this morning. And I have these dry burns. I don't know if it's allergies. It's not super painful or anything. But it's just super dry and a little itchy…I don't know if it's a chemical burn. But there is no baking soda in it. So, I thought it would be good."

Video from Kayli Anna Nichols (@Kayla | Mama & Lifestyle), TikTok[17]



"@Billie I feel like I got laser hair removal under my arms because of this dang de[o]derant. Y'all ain't right for this. Dan[g] chemical burn under my armpits…I bought this the other day at Walmart thinking this would be good instead of using my Lumi because it was a little bit cheaper, but also aluminum free…When I tell

16 https://www.tiktok.com/@errnrobinson/video/7370053853204598062?is_from_webapp=1&sender_device=pc&web_id=7489685293005391402

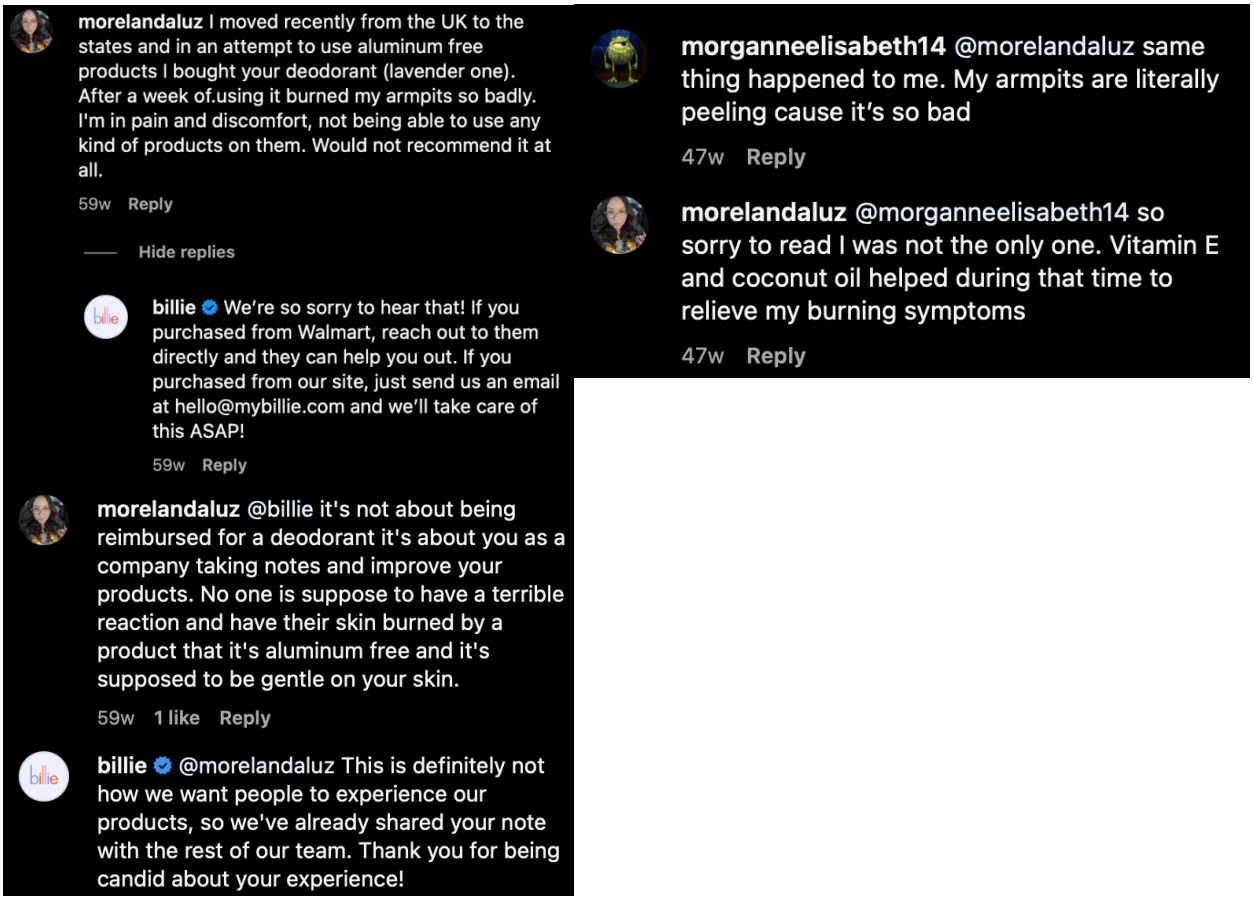
17 https://www.tiktok.com/@kayliannanichols/video/7380191687844433198?is_from_webapp=1&sender_device=pc&web_id=7489685293005391402

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you I have the worst chemical burns under my armpits…my armpits hurt to even move them."

34. A sampling of consumers' complaints on Billie's official social media platforms, as well as Billie's responses, can be found below:

Post from @billie, *Meet Billie Bodycare* [] *A collection of products made to give your skin what it's asking for*, Instagram (Feb. 6, 2024)[18]

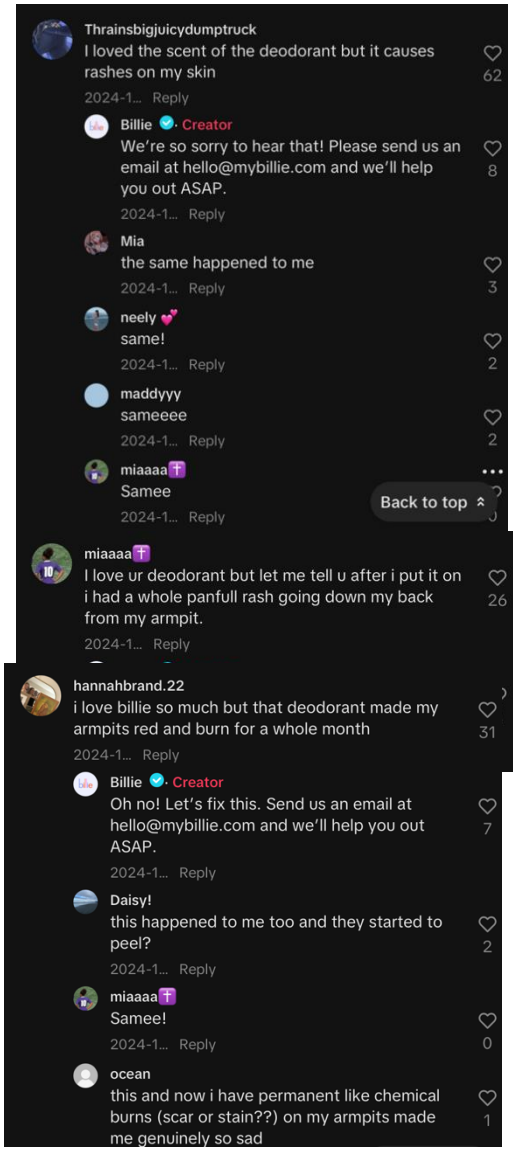


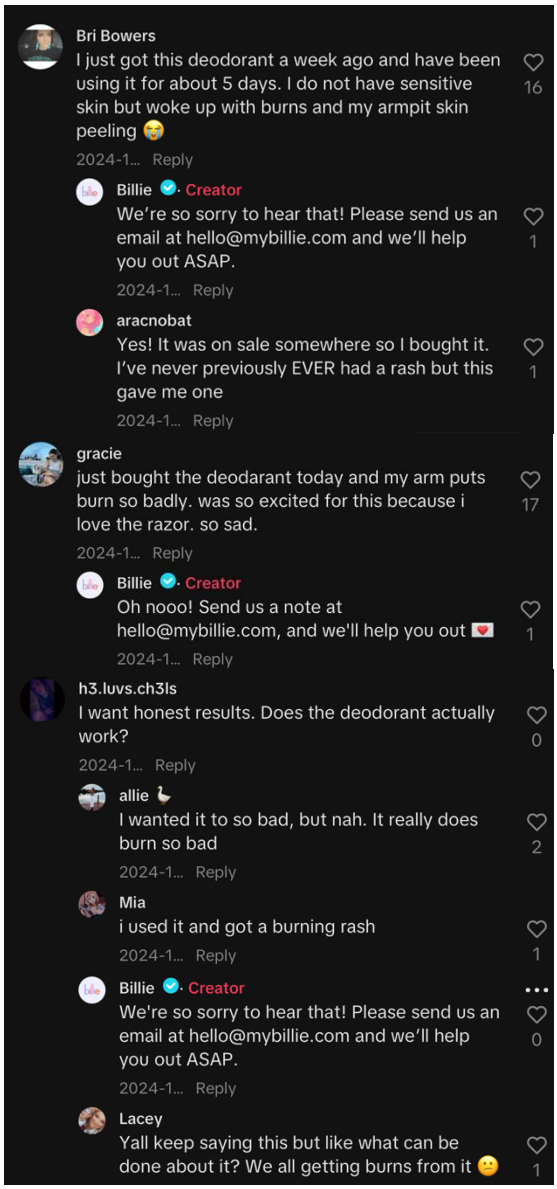
Video from Billie (@billie), TikTok[19]

[18] https://www.instagram.com/p/C3BMiqUuMMP/?img_index=1

[19] https://www.tiktok.com/@billie/video/7433558287070530862?is_from_webapp=1&sender_device=pc&web_id=7489685293005391402

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Edgewell Had Knowledge of and Actively Concealed this Material Defect

35. Edgewell is aware of the Defect in All Day Deodorant, but continues to sell it without disclosing this material information. It has also, to date, not provided a refund program to consumers for this product that cannot safely be used by consumers.

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36. Defendants control the manufacture, development, marketing, sales, and support for All Day Deodorant. Accordingly, Defendants were responsible for performing pre-release testing on All Day Deodorant.

37. In addition to pre-release testing, Defendants were alerted to the Defect through a host of online consumer complaints, as discussed *supra*. Edgewell can be seen interacting with several consumers who contacted it with complaints about the product. Even though similar complaints have been made since All Day Deodorant's release, Defendants decided to sell All Day Deodorant without modifying the product or disclosing the Defect to unsuspecting consumers.

38. Had consumers been aware of the Defect, they would not have purchased All Day Deodorant, or would have paid less for it.

39. Despite this knowledge and the ongoing complaints regarding the Defect, Edgewell has not provided any relief to Plaintiffs or others who purchased and/or used All Day Deodorant and were damaged as a result. All putative class members were injured in that they paid a premium to purchase All Day Deodorant that has an undisclosed, material defect that directly interferes with the core functionality of the product.

40. Because of Edgewell's actions and omissions, All Day Deodorant consumers have suffered damages in the form of loss of use, failure of All Day Deodorant's core functionality, loss of the benefit of their bargain, and diminution in value and/or overpayment for All Day Deodorant.

CLASS ACTION ALLEGATIONS

41. Plaintiffs bring this suit as a class action on behalf of themselves and all others similarly situated (the "Class") pursuant to FED. R. CIV. P. 23(a), 23(b)(2) and 23(b)(3). Subject to additional information obtained through further investigation and/or discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint. Plaintiffs seek to represent the following Classes:

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Nationwide Class:

All persons or entities in the United States who purchased or used All Day Deodorant.

California Subclass:

All persons or entities in California who purchased or used All Day Deodorant.

Louisiana Subclass:

All persons or entities in Louisiana who purchased or used All Day Deodorant.

42. This action has been brought and may be properly maintained as a class action for the following reasons and meets the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3):

a. Numerosity: Members of the Classes are so numerous that their individual joinder is impracticable. Although the exact number of Class members is not certain, the disposition of the claims of these Class members in a single action will provide substantial benefits to all parties and the Court. Information concerning the exact size of the putative class is within the possession of Defendants and may be found through discovery.

b. Existence and Predominance of Commons Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

i. Whether All Day Deodorant suffers from a defect that makes it unsafe for use as it causes consumers to experience burning, irritation and other issues;

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ii. Whether Defendants have breached their contract(s) and/or warranties with Plaintiffs and members of the Classes;

iii. Whether Defendants knew or should have known of the Defect but failed to disclose the problem and its consequences to consumers;

iv. Whether the defective nature of All Day Deodorant constitutes a material fact that a reasonable consumer would have considered in deciding whether to purchase or use All Day Deodorant;

v. Whether Defendants should be required to disclose the existence of the Defect;

vi. Whether Defendants should be required to refund money to consumers who purchased All Day Deodorant;

vii. Whether All Day Deodorant is merchantable; and

vii. Whether Defendants' conduct violates the various consumer protection statutes asserted herein.

These and other questions of law or fact which are common to the members of the Classes predominate over any questions affecting only individual members of the Classes.

c. Typicality: Plaintiffs' claims are typical of the claims of the Classes since each Plaintiff purchased or used All Day Deodorant, just like all members of the Classes. Plaintiffs' claims are based upon the same legal and remedial theories as the proposed Classes and involve similar factual circumstances. Furthermore, Plaintiffs and all members of the Classes sustained monetary injury arising out of Defendants' wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

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d. Adequacy: Plaintiffs are adequate representatives of the Classes because: (1) their interests do not conflict with the interests of the Classes that they seek to represent; (2) they have retained counsel competent and highly experienced in complex class action litigation, including in product defect cases; and (3) they intend to prosecute this action vigorously in litigation. The interests of the Classes will be fairly and adequately protected by Plaintiffs and their counsel.

e. Superiority: The proposed class action also meets the requirements of Federal Rule of Civil Procedure 23(b)(3) because, in this case, a class action is superior to other available methods for the fair and efficient adjudication of the controversy. A class action is superior to other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Classes since it will be both individually and institutionally more cost efficient and effective to litigate this way. Individualized litigation presents the potential for inconsistent or contradictory judgments. Additionally, individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. A class action presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court for both the individual person and the entire court system.

f. Predominance: The proposed action meets the requirements of Federal Rule of Civil Procedure 23(b)(3) since questions of law and fact common to the Classes predominate over any questions which may affect only individual Class members

g. Defendants have acted and failed to act on grounds generally applicable to Plaintiffs and the other members of the Classes, thereby requiring the Court's imposition

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of uniform relief to ensure compatible standards of conduct toward the members of the Classes and making injunctive or corresponding declaratory relief appropriate. In the absence of a class action, Defendants would be unjustly enriched and retain the benefits of their wrongful conduct.

VIOLATIONS ALLEGED

COUNT I
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

(On behalf of Plaintiffs and the Nationwide Class or, alternatively, the California and Louisiana Classes)

43. Plaintiffs repeat and incorporate herein by reference each and every paragraph of this complaint as though set forth in full in this cause of action.

44. The implied warranty of merchantability included with each sale of All Day Deodorant means that Edgewell warranted that it (i) would pass without objection in trade under the contract description; (ii) was fit for the ordinary purposes for which All Day Deodorant would be used; and (iii) conformed to the promises or affirmations of fact made on All Day Deodorant's labeling.

45. All Day Deodorant would not pass without objection in the deodorant and hygiene trade because, under normal use, All Day Deodorant is prone to cause chemical burns, skin peeling, rashes, itchiness, and/or permanent discoloration when used. These circumstances also make it unfit for the ordinary purposes for which such product is used.

46. Moreover, All Day Deodorant is not adequately labeled because its labeling failed to disclose the Defect and associated issues and did not advise Plaintiffs or Class members of the same. Indeed, the labeling indicates All Day Deodorant uses 'soothing ingredients' for sensitive skin-types.

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47. As a direct and proximate result of Edgewell's breach of the implied warranty of merchantability, the proposed Class members received goods that are not merchantable and have substantially impaired value and have experienced actual damages. Plaintiffs and Class members have been damaged by the diminished value of All Day Deodorant, and its malfunctioning, and actual and potential treatment costs for damages caused by the Defect.

COUNT II
BREACH OF EXPRESS WARRANTY

(On behalf of Plaintiffs and the Nationwide Class or, alternatively, the California and Louisiana Subclasses)

48. Plaintiffs repeat and incorporate herein by reference each and every paragraph of this complaint as though set forth in full in this cause of action.

49. Through its product labeling and advertising, Edgewell created written express warranties and expressly warranted to Plaintiffs and the other members of the Class that All Day Deodorant would be of high quality, at a minimum would work properly, and would also be free from defects and fit for normal use. Edgewell also expressly warranted that All Day Deodorant contained "soothing ingredients" and was safe to apply to human skin.

50. These affirmations and promises were part of the basis of the bargain between Edgewell and its customers.

51. Edgewell breached these express warranties because All Day Deodorant was defective as set forth above.

52. As a direct and proximate result of Defendants' breach of express warranties, Plaintiffs and the members of the Class have been damaged in an amount to be determined at trial.

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COUNT III

VIOLATIONS OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Cal. Civ. Code §§ 1792, 1791.1, *et seq.*
(On Behalf of Plaintiff and the California Subclass)

53. Plaintiff Barrales realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

54. At all relevant times hereto, Edgewell was a manufacturer, distributor, warrantor, and/or seller of All Day Deodorant. Edgewell was aware of the specific use for which All Day Deodorant was purchased: to provide reasonably safe and reliable skin application and odor protection.

55. Edgewell provided Plaintiff Barrales and the California Class members with an implied warranty that All Day Deodorant, and any parts thereof, is merchantable and fit for the ordinary purposes for which it was sold. All Day Deodorant, however, is not fit for its ordinary purpose because it contains the Defect. As a result, it is not fit for the purpose of providing safe and reliable skin application and odor protection.

56. Edgewell impliedly warranted that All Day Deodorant was of merchantable quality and fit for such use. This implied warranty included, *inter alia*, the following: (i) a warranty that All Day Deodorant manufactured, supplied, distributed, and/or sold by Defendants was safe and reliable for skin application and would not cause chemical burns, skin peeling, rashes, itchiness, and/or discoloration; and (ii) a warranty that All Day Deodorant would be fit for its intended use—i.e., providing safe skin application and odor protection—whilst being worn for up to twenty-four hours.

57. Contrary to the applicable implied warranties, All Day Deodorant was not fit for its ordinary and intended purpose. Instead, All Day Deodorant is defective.

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58. Edgewell's actions, as complained of herein, breached the implied warranty that All Day Deodorant was of merchantable quality and fit for such use in violation of California Civil Code §§ 1792 and 1791.1.

COUNT IV
VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On behalf of Plaintiff and the California Subclass)

59. Plaintiff Barrales realleges and incorporates by reference all preceding allegations as if fully set forth herein.

60. Plaintiff Barrales is a resident of California.

61. Edgewell is a "person" as defined by Cal. Bus. & Prof. Code §17201.

62. Edgewell violated Cal. Bus. & Prof. Code §§ 17200, et seq. ("UCL") by engaging in the following unlawful, unfair, and deceptive business acts and practices:

a. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the reliability of the product of Plaintiff Barrales and California Subclass Members, including duties imposed by the FTC Act, 15 U.S.C. § 45; and

b. Omitting, suppressing, and concealing the Defect from Plaintiff Barrales and California Subclass Members.

63. These omissions were material because they were likely to deceive reasonable consumers about the adequacy of Defendants' product. Plaintiff Barrales would not have purchased All Day Deodorant in the first instance had this material information been disclosed by Edgewell.

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64. As a direct and proximate result of Defendants' unfair, unlawful, and fraudulent acts and practices, Plaintiff Barrales and California Subclass Members were injured and suffered monetary and non-monetary damages, as described herein.

COUNT V
VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT
Cal. Civ. Code §§ 1750, *et seq.*

(On behalf of Plaintiff and the California Subclass)

65. Plaintiff Barrales re-alleges and incorporates by reference all preceding allegations as if fully set forth herein.

66. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq. ("CLRA") is a comprehensive statutory scheme that is to be liberally construed to protect consumers against unfair and deceptive business practices in connection with the conduct of businesses providing goods, property or services to consumers primarily for personal, family, or household use.

67. Edgewell is a "person" as defined by Civil Code §§ 1761(c).

68. Plaintiff Barrales and the California Subclass are "consumers" as defined by Civil Code §§ 1761(d) and 1770, and have engaged in a "transaction" as defined by Civil Code §§ 1761(e) and 1770.

69. The following acts and practices of Edgewell violated Civil Code § 1770, *et seq.*, in connection with the sale of All Day Deodorant to Plaintiff Barrales and California sub-class members:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade when they were not;

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c. Advertising goods or services with intent not to sell them as advertised; and

d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

70. Edgewell's omissions were material because they were likely to deceive reasonable consumers about the suitability of their use of All Day Deodorant.

71. As a direct and proximate result of Edgewell's violations of California Civil Code § 1770, Plaintiff Barrales and California Subclass Members have suffered and will continue to suffer injuries.

COUNT VI
VIOLATIONS OF LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
La. Rev. Stat. Ann. § 51:1401, *et seq.*
(On behalf of Plaintiff Powell and the Louisiana Subclass)

72. Plaintiffs repeat and incorporate by reference the preceding allegations.

73. Edgewell's conduct described herein constitutes the knowing and willful act, use or employment of deception, false promise, misrepresentation, unfair practice and the concealment, suppression, and omission of material facts in connection with the sale and advertisement of All Day Deodorant, making it unlawful under La. Rev. Stat. Ann. § 51:1401.

74. Accordingly, pursuant to La. Rev. Stat. Ann. § 51:1401, Louisiana Plaintiff Powell and Louisiana Subclass members are entitled to recover their actual damages, which can be calculated with a reasonable degree of certainty using sufficiently definitive and objective evidence.

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COUNT VII
UNJUST ENRICHMENT

(On behalf of Plaintiffs and the Nationwide Class or, alternatively, the California and Louisiana Subclasses)

75. Plaintiffs repeat and incorporate by reference the preceding allegations. This claim is pled in the alternative to the breach of warranty based counts.

76. Plaintiffs and Class members have conferred a benefit on Edgewell by purchasing All Day Deodorant possessing the Defect. This benefit is measurable using the price of Edgewell's All Day Deodorant. Edgewell appreciates or has knowledge of such benefits.

77. Edgewell's retention of this benefit violates principles of justice, equity, and good conscience.

78. It would be inequitable and unjust for Edgewell to retain the benefit of revenues obtained from purchases of All Day Deodorant, because Edgewell concealed a known material fact concerning the quality and performance of All Day Deodorant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request, on behalf of themselves and members of the Classes, that this Court:

A. Determine that the claims alleged herein may be maintained as a class action under Rule 23(a), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, and issue an order certifying the Classes as defined above;

B. Award all actual, general, special, punitive, incidental, statutory, restitution and consequential damages to which Plaintiffs and Class members are entitled;

C. Appointing Plaintiffs as representatives of the Classes, and the designation of Class Counsel;

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D. Grant appropriate injunctive and/or declaratory relief, including without limitation, an order requiring Defendants to provide refunds for defective All Day Deodorant already sold, and to require Defendants to provide adequate curative notice regarding the true nature and scope of the defect;

E. An award to Plaintiffs and the Classes of reasonable attorney's fees and costs;

F. An award to Plaintiffs and the Classes of reasonable pre-judgment and post-judgment interest; and

G. Grant such further and other relief that this Court deems appropriate.

JURY DEMAND

Plaintiffs request trial by jury of all claims that can be so tried.

Dated: April 14, 2025

Respectfully submitted,

By: /*s* Laurie Rubinow

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