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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TOM TAKANO and TRACY MCCARTHY,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

THE PROCTER & GAMBLE COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 3. By labeling and advertising the Products as “Wild Natural,” Defendant creates the
2 impression amongst reasonable consumers that the Products are natural. However, Defendant fails
3 to adequately inform consumers that the Products contain numerous synthetic, unnatural, and
4 dangerous ingredients. Indeed, Defendant only lists the synthetic, unnatural ingredients in the
5 Products on the back of the Product packaging in small, hard-to-read print and, even then, fails to
6 inform consumers that many of the ingredients listed are synthetic and unnatural. Consumers are
7 not experts in the chemical make-up or names of the ingredients disclosed in fine print on the back
8 of the labels and, based on the “natural” representations plastered on each side of the Wild
9 Naturals’ labels, reasonably believe that the Products contain only natural ingredients. Moreover,
10 Defendant omits the synthetic, unnatural ingredients from its website.

11 4. Relying on Defendant’s false and misleading “natural” claims, Plaintiffs Takano
12 and McCarthy, and the class members they seek to represent, bought Wild Naturals products at a
13 price premium. Because Plaintiffs and others like them were taken in by Defendant’s false and
14 misleading “natural” promises, Plaintiffs bring this class action against Defendant to seek a
15 reimbursement of the premium Plaintiffs and the class members paid based on Defendant’s
16 misrepresentations.

17 5. As a direct and proximate result of Defendant’s false and misleading advertising
18 claims and marketing practices, Plaintiffs and the members of the Classes, as defined herein,
19 purchased the Wild Naturals products. Plaintiffs and class members purchased Wild Naturals
20 products because they were deceived into believing that Wild Naturals products did not contain
21 unnatural ingredients, and paid a price premium based on the “natural” representations. As a
22 result, Plaintiffs and class members purchased the Products and have been injured in fact because
23 Wild Naturals contain ingredients that are not natural. Plaintiffs and the class members have
24 suffered an ascertainable and out-of-pocket loss. Plaintiffs and members of the Classes seek a
25 refund and/or rescission of the transaction and all further equitable and injunctive relief as provided
26 by applicable law.
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1 Naturals” name, Mr. Takano thought that the Products were made exclusively of natural
2 ingredients and relied on such representation in making his purchases. Mr. Takano would not have
3 purchased Wild Naturals products had he known that the Products contain ingredients that are not
4 in fact natural. In purchasing Wild Naturals, Mr. Takano paid a price premium over and above
5 other shampoos that do not purport to be natural. After using the Wild Naturals products, Mr.
6 Takano noticed that the Products greatly irritated his scalp.

7
8 10. Plaintiff Tracy McCarthy is, and at all times relevant to this action has been, a
9 resident of Holbrook, NY. Within the past year, Plaintiff McCarthy purchased Herbal Essences
10 Detoxifying Intensive Treatment at a Target store in New York. Plaintiff McCarthy purchased the
11 Wild Naturals product based on claims on the Product’s label that the Product is “natural.” For
12 instance, because the Product prominently displayed the “Wild Naturals” name, Ms. McCarthy
13 thought that the Product was made exclusively of natural ingredients and relied on such
14 representation in making her purchase. Ms. McCarthy would not have purchased Wild naturals
15 had she known that the Products contain ingredients that are not in fact natural. In purchasing Wild
16 Naturals, Ms. McCarthy paid a price premium over and above other conditioners that do not
17 purport to be natural. After using the Wild Naturals product, Ms. McCarthy noticed that the
18 Products dried out her scalp.

19 11. Defendant Procter & Gamble Co. is incorporated in the State of Ohio, with a
20 principal place of business at One Procter & Gamble Plaza Cincinnati, Ohio 45202. Defendant
21 manufactured, marketed, distributed, and sold Wild Naturals products widely throughout
22 California, and this District, during the class period.

23 12. Plaintiffs reserve the right to amend this Complaint to add different or additional
24 defendants, including without limitation any officer, director, employee, supplier, or distributor of
25 Defendant who has knowingly and willfully aided, abetted, or conspired in the false and deceptive
26 conduct alleged herein.

27 13. Whenever reference is made in this Complaint to any representation, act, omission,
28 or transaction of a defendant, that allegation shall mean that the defendant did the act, omission, or

transaction through its officers, directors, employees, agents, and/or representatives while they were acting within the actual or ostensible scope of their authority.

FACTS COMMON TO ALL CAUSES OF ACTION

Wild Naturals' Prominent Marketing As Purportedly "Natural" Products

14. Defendant's labeling and advertising of Wild Naturals products puts forth a straightforward, material message – that the Products are natural. This core representation regarding the Products is false and misleading, because the Products in fact contain ingredients that are synthetic and highly chemically processed.

15. Each of the Products within the Wild Naturals line is sold with a label on the front and back of the Product that prominently states "Wild Naturals." Accordingly, all purchasers of the Products are exposed to the false and misleading "Wild Naturals" representation.

16. The following images show that the representation "Wild Naturals" is prominently made on the front and back of each of the Products:

Herbal Essences Wild Naturals Detoxifying Shampoo:



Herbal Essences Wild Naturals Detoxifying Conditioner:



Herbal Essences Wild Naturals Intensive Treatment:



Herbal Essences Wild Naturals Illuminating Shampoo:



Herbal Essences Wild Naturals Illuminating Conditioner



Herbal Essences Wild Naturals Illuminating Dry Oil Spray:



Herbal Essences Wild Naturals Rejuvenating Shampoo:



Herbal Essences Wild Naturals Rejuvenating Conditioner:



Herbal Essences Wild Naturals Rejuvenating Oil Elixir:



1 17. Defendant reinforces its main marketing representation that the Products are natural
2 through additional representations on the back label of each of the Products. For instance, Wild
3 Naturals Detoxifying Conditioner, Wild Naturals Detoxifying Shampoo, Wild Naturals
4 Illuminating Shampoo, Wild Naturals Rejuvenating Conditioner, and Wild Naturals Rejuvenating
5 Shampoo contain the following statement on the back of their labels:

6 Strengthen your hair **naturally** with the nurturing properties of Cassia. Hand-harvested in
7 the lush forests of India, this Ayurvedic herb brings ancient wisdom to modern hair care.
8 (emphasis added).

9 18. The benefits of the purportedly “natural” Products are reinforced by claiming on the
10 back of the above-listed labels that the products are “Fiercely Good For Your Hair.” But the
11 Products are neither “Good For Your Hair” nor “natural,” as discussed in further detail below.

12 19. Further, Wild Naturals Detoxifying Shampoo states on the back of its label: “Lather,
13 rinse and use with our Detoxifying Conditioner and experience a **naturally** perfect pair.”
14 (emphasis added). In turn, Wild Naturals Detoxifying Conditioner states on the back of its label:
15 “Use with our Detoxifying Shampoo and experience a **naturally** perfect pair.” (emphasis added).
16 Similarly, Wild Naturals Intensive Treatment states on the back of its label: “Paid with our
17 Detoxifying Shampoo and Conditioner for a **naturally** perfect regimen.” (emphasis added).
18 Similarly, Wild Naturals Illuminating Shampoo states on the back of its label: “Lather, rinse and
19 use with our Illuminating Conditioner and experience a **naturally** perfect pair.” (emphasis added).
20 Wild Naturals Illuminating Dry Oil Spray state on the back of their label: “Pair with our
21 Illuminating Shampoo and conditioner for a **naturally** perfect regimen.” (emphasis added).
22 Further, Wild Naturals Rejuvenating Shampoo states on the back of its label: “Lather, rinse and use
23 with our Rejuvenating Conditioner and experience a **naturally** perfect pair.” (emphasis added). In
24 turn, Wild Naturals Rejuvenating Conditioner states on the back of its label: “Use with our
25 Rejuvenating Shampoo and experience a **naturally** perfect pair.” (emphasis added).
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20. Defendant further reinforced the common, uniform representation that the Products are natural on its website – herbalessences.com.¹ As part of its uniform marketing campaign that the Products are natural, Defendant’s website has used the following statement to promote the Wild Naturals products:

- Wild Naturals Detoxifying Shampoo: “WHAT: Detoxifying shampoo gently lifts impurities from hair for **naturally** beautiful, clean hair.” (emphasis added).
- Wild Naturals Detoxifying Conditioner: “WHAT: Detoxifying, lightweight conditioner that softens hair for **naturally** beautiful, clean hair.” (emphasis added).
- Wild Naturals Illuminating Conditioner: “WHAT: Shine-boosting conditioner that reveals your hair’s **natural** radiance.” “WHO: Anyone hoping to ditch dull hair and **naturally** activate hair and shine.” (emphasis added).
- Wild Naturals Illuminating Dry Oil: “WHAT: Dry oil spray that amplifies your hair’s **natural** brilliance with every spray.” “HOW: Pair with our Wild Naturals Illuminating Shampoo and Conditioner for a **naturally** perfect regimen.” (emphasis added).
- Wild Naturals Illuminating Shampoo: “WHAT: Shine-boosting shampoo cleanses to reveal your hair’s **natural** radiance.” “WHO: Anyone hoping to ditch dull and **naturally** activate hair shine.” (emphasis added).
- Wild Naturals Rejuvenating Conditioner: “WHO: Anyone hoping to renew and restore their hair’s **natural** health.” (emphasis added).
- Wild Naturals Rejuvenating Shampoo: “WHO: Anyone hoping to renew and restore their hair’s **natural** health.” (emphasis added).

21. Defendant’s website has never disclosed the presence of non-natural ingredients in Wild Naturals.

22. Online retailers that sell and market the Wild Naturals products also use nearly identical representations emphasizing the purported “natural” quality of the Products. For

¹ Defendant removed all references to Wild Naturals from its website in response to Plaintiff Takano’s November 7, 2016 CLRA demand letter, attached hereto as Exhibit A.

1 example, the “Product Description” for Herbal Essences Wild Naturals Detoxifying Conditioner on
 2 amazon.com states that “[t]his formula gives you **naturally** luscious hair while you condition.”
 3 (emphasis added). The “item details” sections of Wild Naturals pages at target.com contain almost
 4 word-for-word descriptions of the Products as those on herbalessences.com. The “Description”
 5 pages for Wild Naturals products at walgreens.com advertise the Products with statements like
 6 “Promotes **Naturally** Luscious Hair.” (emphasis added).

7 **Wild Naturals Products Contain Ingredients That Are Not Natural**

8 23. Defendant’s representations that the Products are “natural” are false and misleading
 9 because each of the Products contains multiple ingredients that are synthetic or highly chemically
 10 processed.

11 24. The term “natural” means “existing in nature and not made or caused by people;
 12 coming from nature” or “not having any extra substances or chemicals added; not containing
 13 anything artificial.”² Industry and regulatory definitions of natural are also instructive in
 14 determining whether ingredients are “natural.” For example, the National Advertising Division of
 15 the Better Business Bureau has found that a “natural” ingredient does not include one that, while
 16 “literally sourced in nature (as is every chemical substance),...is, nevertheless subjected to
 17 extensive processing before metamorphosing into the ingredient that is included in the final
 18 product.” *Tom’s of Maine (Tom’s of Maine Natural Mouthwash)*, Report #3470, NAD/CARU
 19 Case Reports 4 (June 1998).

20 25. The United States Food and Drug Administration (“FDA”) has also issued guidance
 21 on the term “natural” in the context of food, “as meaning that nothing artificial or synthetic
 22 (including all color additives regardless of source) has been included in, or has been added to, a
 23 food that would not normally be expected to be in the food.” *Food Labeling*; 58 Fed. Reg. 2302.

24 26. The United States Department of Agriculture (“USDA”) has issued a Food Standard
 25 and Labeling Policy Book (Aug. 2005), which states that the term “natural” may be used on
 26 labeling for products that contain processed ingredients only where such ingredients are subjected
 27

28 ² <http://merriam-webster.com/dictionary/natural>

1 to “minimal” processing. The policy recognizes that “[r]elatively severe processes, e.g., solvent
 2 extraction, acid hydrolysis, and chemical bleaching would clearly be considered more than minimal
 3 processing.” Office of Policy, Program & Employee Dev., Food Safety & Inspection Services,
 4 U.S. Dept. of Agriculture, *Food Standards and Labeling Policy Book* (2005).³ The USDA also
 5 defines “nonsynthetic (natural)” as a “substance that is derived from mineral, plant, or animal
 6 matter and does not undergo a synthetic process...” 7 C.F.R. § 205.2. In contrast, the USDA
 7 defines “synthetic” as “a substance that is formulated or manufactured by a chemical process or by
 8 a process that chemically changes a substance extracted from a naturally occurring plant, animal, or
 9 mineral...” 7 U.S.C. § 6502 (21).

10 27. Defendant’s Products contain, at a minimum, the following unnatural ingredients:

- 11 • Sodium Laureth Sulfate and Sodium Lauryl Sulfate – These compounds are synthetic
 12 foaming agents used to break down water in grease, commonly also found in floor cleaners,
 13 engine degreasers, and car wash detergents. They are well-known skin irritants that are
 14 rapidly absorbed by the body and can have harmful long-term effects, including, *inter alia*,
 15 corroding hair follicles, impairing the ability to regrow hair, and skin irritation.
- 16 • Fragrance – The synthetic fragrances used in the Wild Naturals products can have as many
 17 as 200 ingredients. Some of the problems caused by these chemicals are headaches,
 18 dizziness, rash, hyperpigmentation, violent coughing, vomiting, and skin irritation.
- 19 • Methylchloroisothiazolinone and Methylisothiazolinone – These are synthetic
 20 preservatives and are among the most common irritants, sensitizers and causes of contact
 21 skin allergies.
- 22 • Disodium EDTA/EDTA – This is a synthetic chemical typically used in cosmetics as a
 23 preservative, chelator, and stabilizer, and to enhance foaming and cleaning. It is mainly
 24 synthesized from ethylenediamine, formaldehyde, and sodium cyanide. It has been found
 25 to be both cytotoxic and genotoxic in laboratory animals.
 26

27
 28 ³ http://fsis.usda.gov/OPPDE/larc/Policies/Labeling_Policy_Book_082005.pdf

- Cocamidopropyl Betaine – This is a highly processed ingredient made by reacting dimethylaminopropylamine with fatty acids from coconut oil. The result of this process is then reacted with chloroacetic acid to form the final substance. It is a known skin irritant.
- Citric Acid – This is a synthetic preservative.
- Sodium Citrate and Sodium Benzoate – These are highly processed ingredients that are used as preservatives or as emulsifying agents.
- Polysorbate 20 – This is a highly processed and synthetic ingredient typically used as an emulsifier or a detergent.
- Stearyl alcohol – This is used as hair coating or an emulsifier and is prepared from stearic acid or a fat by the process of catalytic hydrogenation.
- Bis-Aminopropyl Dimethicone – This is a silicone commonly used in conditioners as a surfucant. It is a synthetic compound.
- Peg-2m – This is a form of synthetic polyethylene glycol that increases viscosity.
- Blue 1, Red 33, Yellow 5, Green 6 – These are all synthetic dies added for color.
- Cetearyl Alcohol – This is a highly processed emulsifier that is produced by hydrogenating fatty oils.
- Polysorbate 60 – This is a highly synthetically processed emulsifier and thickening agent.
- Cyclopentasiloxane – This is a synthetic silicone mainly used as a solvent or lubricant.

28. While not each Product contains all of the above specified ingredients, all of the Wild Naturals products have an overlap of at least one, if not multiple, common not natural ingredients. For example, each of the Wild Naturals products contain synthetic fragrance as an ingredient. All Wild Naturals products other than the Illuminating Oil Spray and Rejuvenating Oil Elixir also contain Methylchloroisothiazolinone and Methylisothiazolinone.

29. Other ingredients in the Products may also be not natural as well. Plaintiffs' investigation is ongoing and they will seek to amend the Complaint to specify other potential unnatural ingredients in the future.

1 30. No reasonable definition of “natural” includes ingredients that, even if sourced from
2 “nature,” are subject to extensive, transformative chemical processing before their inclusion in a
3 product. Given that Defendant’s Products include numerous synthetic, highly processed, and
4 otherwise unnatural ingredients, as detailed above, Defendant’s labels and packaging are false and
5 misleading.

6 31. Plaintiffs and the other Class members were among the intended recipients of
7 Defendant’s deceptive representations and omissions described herein. Defendant’s deceptive
8 representations and omissions, as described herein, are material in that a reasonable person would
9 attach importance to such information and would be induced to act upon such information in
10 making purchase decisions. Plaintiffs purchased the Products because they wanted natural personal
11 care products. Plaintiffs were injured by Defendant’s deceptive representations and omissions
12 because they would not have purchased the Products had they been truthfully advertised and
13 labeled and because they paid a price premium for Defendant’s Products.

14 32. In making the false, misleading, and deceptive representations and omissions,
15 Defendant knew and intended that consumers would pay a premium. Plaintiffs bring this action on
16 behalf of the proposed Class to stop Defendant’s misleading practices and compensate Plaintiffs
17 and the Class for money lost.

18 **CLASS REPRESENTATION ALLEGATIONS**

19 33. Plaintiffs seek to represent a class defined as all persons in the United States who
20 purchased Wild Naturals products within the past four years. Excluded from the Class are persons
21 who made such purchase for the purpose of resale. Also excluded from the Class are Defendant,
22 the officers and directors of the Defendant at all relevant times, members of their immediate
23 families and their legal representatives, heirs, successors or assigns.

24 34. Plaintiff Takano also seeks to represent a subclass of all Class members who
25 purchased Wild Naturals in California (the “California Subclass”).

26 35. Plaintiff McCarthy also seeks to represent a subclass of all Class members who
27 purchased Wild Naturals in New York (the “New York Subclass”).
28

1 36. Plaintiffs are members of the Classes they seek to represent.

2 37. Members of the Class and Subclasses are so numerous that their individual joinder
3 herein is impracticable. On information and belief, members of the Class and Subclasses number
4 in the hundreds of thousands. The precise number of Class members and their identities are
5 unknown to Plaintiffs at this time but may be determined through discovery. Class members may
6 be notified of the pendency of this action by mail and/or publication through the distribution
7 records of Defendant and third-party retailers and vendors.

8 38. Common questions of law and fact exist as to all Class members and predominate
9 over questions affecting only individual Class members, including but not limited to:

- 10 • Whether Defendant breached express or implied warranties made to Plaintiffs and
11 the Class;
 - 12 • Whether Defendant's marketing of Wild Naturals products is false, misleading,
13 and/or deceptive;
 - 14 • Whether Defendant's marketing of Wild Naturals is an unfair business practice;
 - 15 • Whether Defendant's Wild Naturals products contain ingredients that are not
16 natural;
 - 17 • Whether Defendant violated the CLRA;
 - 18 • Whether Defendant violated the UCL;
 - 19 • Whether Defendant violated the FAL;
 - 20 • Whether Defendant violated the GBL;
 - 21 • Whether Class Members suffered an ascertainable loss as a result of Defendant's
22 misrepresentations; and
 - 23 • Whether, as a result of Defendant's misconduct as alleged herein, Plaintiffs and the
24 Class are entitled to restitution, and/or monetary relief, and, if so, the amount and
25 nature of such relief.
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40. Plaintiffs are adequate representatives of the Class and Subclasses because their interests do not conflict with the interests of the Class members they seek to represent, they have retained competent counsel experienced in prosecuting class actions, and they intend to prosecute this action vigorously. The interests of Class members will be fairly and adequately protected by Plaintiffs and their counsel.

COUNT I
(California’s Consumer Legal Remedies Act “CLRA”, Cal. Civil Code §§ 1750, *et. seq.*)

43. Plaintiff Takano repeats the allegations contained in the paragraphs above as if fully set forth herein.

44. Plaintiff and the California Subclass members are consumers who purchased the Wild Naturals products for personal, family, or household purposes. Accordingly, Plaintiff and the

1 California Subclass members are “consumers” as that term is defined by the CLRA in Cal. Civ.
2 Code § 1761(d). Plaintiff and the California Subclass members are not sophisticated experts with
3 independent knowledge of the formulation of or ingredients in the Wild Naturals products.

4 45. At all relevant times, the Wild Naturals products constituted “good[s]” as that term
5 is defined in Cal. Civ. Code § 1761(a).
6

7 46. At all relevant times, Defendant was a “person(s)” as that term is defined in Civ.
8 Code § 1761(c).

9 47. At all relevant times, Plaintiff’s purchase of the Wild Naturals products, and the
10 purchases of the Wild Naturals by other California Subclass members, constituted “transactions”
11 as that term is defined in Cal. Civ. Code § 1761(e). Defendant’s actions, representations, and
12 conduct have violated, and continue to violate the CLRA, because they extend to transactions that
13 intended to result, or which have resulted in, the sale of the Wild Naturals products to consumers.
14

15 48. The policies, acts, and practices described in this Complaint were intended to and
16 did result in the sale of the Wild Naturals products to Plaintiff and the California Subclass.
17 Defendant’s practices, acts, policies, and course of conduct violated the CLRA §1750 *et seq.* as
18 described above.

19 49. Defendant represented that the Wild Naturals products had sponsorship, approval,
20 characteristics, uses, and benefits which they did not have in violation of Cal. Civ. Code §
21 1770(a)(5).
22

23 50. Defendant represented that the Wild Naturals products were of a particular standard,
24 quality, and grade, when they were another, in violation of California Civil Code § 1770(a)(7).

25 51. Defendant violated California Civil Code §§ 1770(a)(5) and (a)(7) by representing
26 that the Wild Naturals products were natural when, in fact, the Products contain ingredients that are
27 not natural.
28

52. Defendant represented that the Wild Naturals products were of a particular standard or quality when Defendant was aware that they were of another in violation of § 1770(a)(7) of the CLRA. Defendant represented that the Wild Naturals products were natural when the Products contain ingredients that are not natural.

53. Defendant advertised the Wild Naturals products with the intent not to sell them as advertised in violation of § 1770(a)(9) of the CLRA. Defendant did not intend to sell the Wild Naturals products as advertised because Defendant knew that the Products contained ingredients that were not natural.

54. Plaintiff and the California Subclass members suffered injuries caused by Defendant's misrepresentations because: (a) Plaintiff and the California Subclass members would not have purchased the Wild Naturals products if they had known the true facts; (b) Plaintiff and the California Subclass paid an increased price for the Products due to the mislabeling of the Products; and (c) the Products did not have the level of quality, or value as promised.

55. Prior to the filing of this complaint, a CLRA notice letter was served on Defendant which complies in all respects with California Civil Code § 1782(a). A true and correct copy of Plaintiff's letter is attached as Exhibit A. Defendant was advised that in the event that the relief requested had not been provided within thirty (30) days, Plaintiff would bring an action for damages pursuant to the CLRA. Wherefore, Plaintiff seeks damages, including punitive damages, restitution, and injunctive relief for this violation of the CLRA.

56. WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

COUNT II

(False Advertising Law “FAL,” Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

57. Plaintiff Takano brings this Count individually and on behalf of the California Subclass.

1 58. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
2 forth herein.

3 59. California's FAL (Bus. & Prof. Code §§17500, *et seq.*) makes it "unlawful for any
4 person to make or disseminate or cause to be made or disseminated before the public in this state, .
5 . . in any advertising device . . . or in any other manner or means whatever, including over the
6 Internet, any statement, concerning . . . personal property or services, professional or otherwise, or
7 performance or disposition thereof, which is untrue or misleading and which is known, or which by
8 the exercise of reasonable care should be known, to be untrue or misleading."

9
10 60. Throughout the Class Period, Defendant committed acts of false advertising, as
11 defined by the FAL, by using false and misleading statements to promote the sale of the Wild
12 Naturals products, as described above, and including, but not limited to, representing that the
13 Products were natural.
14

15 61. Defendant knew or should have known, through the exercise of reasonable care, that
16 its statements were untrue and misleading.

17 62. Defendant's actions in violation of the FAL were false and misleading such that the
18 general public is and was likely to be deceived.

19 63. As a direct and proximate result of these acts, consumers have been and are being
20 harmed. Plaintiff and members of the California Subclass have suffered injury and actual out-of-
21 pocket losses as a result of Defendant's FAL violation because: (a) Plaintiff and the California
22 Subclass would not have purchased the Products if they had known the true facts; (b) Plaintiff and
23 the California Subclass paid an increased price due to the misrepresentations about the Wild
24 Naturals products; and (c) the Products did not have the promised quality, or value.
25

26 64. Plaintiff brings this action pursuant to Bus. & Prof. Code § 17535 for injunctive
27 relief to enjoin the practices described herein and to require Defendant to issue corrective
28

1 disclosures to consumers. Plaintiff and the California Class are therefore entitled to: (a) an order
2 requiring Defendant to cease the acts of unfair competition alleged herein; (b) full restitution of all
3 monies paid to Defendant as a result of their deceptive practices; (c) interest at the highest rate
4 allowable by law; and (d) the payment of Plaintiff's attorneys' fees and costs pursuant to, inter alia,
5 California Code of Civil Procedure §1021.5.
6

7 65. WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

8 **COUNT III**

9 **(The "Unlawful Prong" of California's Unfair Competition Law "UCL,"**
10 **Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

11 66. Plaintiff Takano brings this Count on behalf of the California Subclass.

12 67. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
13 forth herein.

14 68. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent part: "Unfair
15 competition shall mean and include unlawful, unfair or fraudulent business practices and unfair,
16 deceptive, untrue or misleading advertising" The UCL also provides for injunctive relief and
17 restitution for UCL violations.

18 69. By proscribing any unlawful business practice, section 17200 borrows violations of
19 other laws and treats them as unlawful practices that the UCL makes independently actionable."
20 *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180
21 (1999) (citations and internal quotation marks omitted).

22 70. Virtually any law or regulation – federal or state, statutory, or common law – can
23 serve as a predicate for an UCL "unlawful" violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal. App.
24 4th 1342, 1383 (2012).
25

26 71. Defendant violated the "unlawful prong" by violating the CLRA, the FAL, and the
27 NY GBL as well as by breaching express warranties as described herein.
28

72. As a direct and proximate result of these acts, consumers have been and are being harmed. Plaintiff and members of the California Subclass have suffered injury and actual out-of-pocket losses as a result of Defendant's UCL "unlawful prong" violation because: (a) Plaintiff and the California Subclass would not have purchased the Wild Naturals products if they had known the true facts regarding the contents of the Products; (b) Plaintiff and the California Subclass paid an increased price due to the misrepresentations about the Products; and (c) the Products did not have the promised quality, or value.

73. Pursuant to Bus. & Prof. Code §17203, Plaintiff and the California Subclass are therefore entitled to: (a) an order requiring Defendant to cease the acts of unfair competition alleged herein; (b) full restitution of all monies paid to Defendant as a result of their deceptive practices; (c) interest at the highest rate allowable by law; and (d) the payment of Plaintiff's attorneys' fees and costs pursuant to, inter alia, California Code of Civil Procedure §1021.5.

74. WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

COUNT IV

**(The "Fraudulent Prong" of California's Unfair Competition Law "UCL,"
Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

75. Plaintiff Takano brings this Count individually and on behalf of the California Subclass.

76. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

77. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent part: "Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising"

78. Defendant's conduct, described herein, violated the "fraudulent" prong of the UCL because Defendant represented that the Products were natural when, in fact, the Products contain

1 ingredients that are not natural. As described above, Defendant misrepresented that the Products
2 were natural.

3 79. Plaintiff and the California Subclass members are not sophisticated experts with
4 independent knowledge of the formulation or ingredients of the Products, and they acted
5 reasonably when they purchased the Products based on their belief that Defendant's representations
6 were true.

7
8 80. Defendant knew or should have known, through the exercise of reasonable care, that
9 its representations about the Products were untrue and misleading.

10 81. As a direct and proximate result of these acts, consumers have been and are being
11 harmed. Plaintiff and members of the California Subclass have suffered injury and actual out-of-
12 pocket losses as a result of Defendant's UCL "fraudulent prong" violation because: (a) Plaintiff
13 and the California Subclass would not have purchased the Products if they had known the true facts
14 regarding the contents of the Products; (b) Plaintiff and the California Subclass paid an increased
15 price due to the misrepresentations about the Products; and (c) the Products did not have the
16 promised quality, or value.

17
18 82. Pursuant to Bus. & Prof. Code §17203, Plaintiff and the California Subclass are
19 therefore entitled to: (a) an order requiring Defendant to cease the acts of unfair competition
20 alleged herein; (b) full restitution of all monies paid to Defendant as a result of its deceptive
21 practices; (c) interest at the highest rate allowable by law; and (d) the payment of Plaintiff's
22 attorneys' fees and costs pursuant to, *inter alia*, California Code of Civil Procedure §1021.5.

23
24 **COUNT V**

25 **(The "Unfair Prong" of California's Unfair Competition Law "UCL,"**
26 **Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

27 83. Plaintiff Takano brings this Count individually and on behalf of the California
28 Subclass.

1 84. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
2 forth herein.

3 85. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent part: “Unfair
4 competition shall mean and include unlawful, unfair or fraudulent business practices and unfair,
5 deceptive, untrue or misleading advertising”

6 86. Defendant’s misrepresentations and other conduct, described herein, violated the
7 “unfair” prong of the UCL in that their conduct is substantially injurious to consumers, offends
8 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the
9 conduct outweighs any alleged benefits. Defendant’s conduct is unfair in that the harm to Plaintiff
10 and the California Subclass arising from Defendant’s conduct outweighs the utility, if any, of those
11 practices.
12

13 87. Defendant’s practices as described herein are of no benefit to consumers who are
14 tricked into believing that the Products are natural. Defendant’s practice of injecting
15 misinformation into the marketplace about ingredients that are and are not natural is of no benefit
16 to consumers. Consumers trust companies like Defendant, which focus their entire Wild Naturals
17 product line on the purported naturalness of the Products, to provide accurate information about
18 “natural” ingredients. Taking advantage of that trust, Defendant misrepresents the ingredients in
19 the Products to sell more personal care products at a higher price and to differentiate the Products
20 from other personal care products. Consumers believe that Defendant is an authority on “natural”
21 ingredients and therefore believe Defendant’s “natural” representations.
22

23 88. As a direct and proximate result of these acts, consumers have been and are being
24 harmed. Plaintiff and members of the California Subclass have suffered injury and actual out-of-
25 pocket losses as a result of Defendant’s UCL “unfair prong” violation because: (a) Plaintiff and the
26 California Subclass would not have purchased the Products if they had known the true facts
27
28

1 regarding the contents of the Products; (b) Plaintiff and the California Subclass paid an increased
2 price due to the misrepresentations about the Products; and (c) the Products did not have the
3 promised quality, or value.

4 89. Pursuant to Bus. & Prof. Code §17203, Plaintiff, and the California Subclass are
5 therefore entitled to: (a) an order requiring Defendant to cease the acts of unfair competition
6 alleged herein; (b) full restitution of all monies paid to Defendant as a result of its deceptive
7 practices; (c) interest at the highest rate allowable by law; and (d) the payment of Plaintiff's
8 attorneys' fees and costs pursuant to, *inter alia*, California Code of Civil Procedure §1021.5.
9

10 **COUNT VI**

11 **(Deceptive Acts or Practices, New York Gen. Bus. Law. § 349)**

12 90. Plaintiff McCarthy brings this Count individually and on behalf of the members of
13 the New York Subclass.

14 91. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
15 forth herein.

16 92. By the acts and conduct alleged herein, Defendant committed unfair or deceptive
17 acts and practices. These acts and conduct include Defendant's misrepresentations that the Wild
18 Naturals products were natural, when, in fact, the Products contain ingredients that are not natural.
19 Additionally, Defendant seeks to differentiate itself from other personal care products by basing the
20 Wild Naturals line on "natural" claims. This is a deceptive act and an unfair practice because
21 Defendant knows that the Wild Naturals products contain a majority of ingredients that are not
22 natural.
23

24 93. The foregoing deceptive acts and practices were directed at consumers.
25
26
27
28

1 100. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
2 forth herein.

3 101. By the acts and conduct alleged herein, Defendant committed unfair or deceptive
4 acts and practices. These acts and conduct include Defendant's misrepresentations that the
5 Products were natural, when, in fact, the Products contain ingredients that are not natural.
6 Additionally, Defendant seeks to differentiate itself from other personal care products by basing the
7 Wild Naturals line on "natural" claims. This is a deceptive act and an unfair practice because
8 Defendant knows that the Products contain ingredients that are not natural.
9

10 102. Based on the foregoing, Defendant has engaged in consumer-oriented conduct that
11 is deceptive or misleading in a material way which constitutes false advertising in violation of
12 Section 350 of the New York General Business Law.
13

14 103. Defendant's false, misleading, and deceptive statements and representations of fact,
15 including but not limited to the misrepresentations and omissions described herein, were and are
16 likely to mislead a reasonable consumer acting reasonably under the circumstances.

17 104. Defendant's false, misleading, and deceptive statements and representations of fact,
18 including but not limited to the misrepresentations described herein, have resulted in consumer
19 injury or harm to the public interest.
20

21 105. Plaintiff McCarthy and members of the New York Subclass were injured because:
22 (a) they would not have purchased the Products had they known that the Products were not natural;
23 (b) they overpaid for the Products because they are sold at a price premium when compared to
24 similar products that do not contain these misrepresentations; and (c) the Products did not have the
25 characteristics and benefits promised. As a result, Plaintiff McCarthy and the New York Subclass
26 were damaged by the difference in value between Products as advertised and the Products as
27 actually sold.
28

1 114. Plaintiff and Class members would not have purchased Wild Naturals if the true
2 facts had been known.

3 115. The negligent actions of Defendant caused damage to Plaintiff and Class members,
4 who are entitled to damages and other legal and equitable relief as a result.

5 **COUNT IX**

6 **Fraud**

7 116. Plaintiffs hereby incorporates by reference the allegations contained in all preceding
8 paragraphs of this complaint.

9 117. Plaintiffs brings this claim individually and on behalf of the members of the
10 proposed Class against Defendant.

11 118. As discussed above, Defendant provided Plaintiff and Class members with false or
12 misleading material information and failed to disclose material facts about Wild Naturals,
13 including but not limited to the fact that the majority of the ingredients in the Products are not
14 natural. These misrepresentations and omissions were made with knowledge of their falsehood.

15 119. The misrepresentations and omissions made by Defendants, upon which Plaintiff
16 and Class members reasonably and justifiably relied, were intended to induce and actually induced
17 Plaintiff and Class members to purchase Wild Naturals.

18 120. The fraudulent actions of Defendant caused damage to Plaintiff and Class members,
19 who are entitled to damages and other legal and equitable relief as a result.

20 **COUNT X**

21 **(Breach of Express Warranty)**

22 121. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set
23 forth herein.

24 122. Plaintiffs bring this Count individually and on behalf of the members of the Class.

25 123. In connection with the sale of the Wild Naturals, Defendant issued express
26 warranties including that the Wild Naturals were natural.
27
28

1 124. Defendant's affirmations of fact and promises made to Plaintiffs and the Class on
2 Wild Naturals' labels became part of the basis of the bargain between Defendant on the one hand,
3 and Plaintiffs and the Class Members on the other, thereby creating express warranties that the
4 Wild Naturals products would conform to Defendant's affirmations of fact, representations,
5 promises, and descriptions.
6

7 125. Defendant breached its express warranties because the Wild Naturals contains
8 ingredients that are not natural. In short, the Wild Naturals products are not as expressly
9 warranted.
10

11 126. Prior to filing this complaint, Plaintiffs provided advance reasonable notice to
12 Defendant of the allegations set forth herein, and Defendant failed to remedy or cure. Plaintiffs
13 and the Class Members were injured as a direct and proximate result of Defendant's breach
14 because: (a) they would not have purchased the Wild Naturals if they had known the true facts; (b)
15 they paid for the Wild Naturals due to the mislabeling; and (c) the Wild Naturals products did not
16 have the quality, or value as promised. As a result, Plaintiffs and the Class have been damaged by
17 the difference in value between the Wild Naturals products as advertised and the Wild Naturals
18 products as actually sold.
19

20 WHEREFORE, Plaintiffs pray for judgment as hereafter set forth.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seeks
23 judgment against Defendant, as follows:

- 24 a. For an order certifying the nationwide Class and the Subclasses under Rule 23 of the
25 Federal Rules of Civil Procedure and naming Plaintiffs as representatives of the
26 Class and Subclasses and Plaintiffs' attorneys as Class Counsel to represent the
27 Class and Subclasses members;
28

E-Mail: scott@bursor.com

Attorneys for Plaintiffs

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CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Tom Takano, declare as follows:

1. I am a plaintiff in this action. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently thereto.

2. The complaint filed in this action is filed in the proper place because Defendant Procter & Gamble Co. sells hundreds of thousands of its products in this District, including the Wild Naturals products at issue in this litigation.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on February 7, 2017 in Sacramento, California.



TOM TAKANO

EXHIBIT A

BURSOR & FISHER
P.A.

1990 N. California Blvd.
SUITE 940
WALNUT CREEK, CA 94596
www.bursor.com

YEREMEY KRIVOSHEY
Tel: 925.300.4455
Fax: 925.407.2700
ykrivoshey@bursor.com

November 7, 2016

Via Certified Mail - Return Receipt Requested

CT Corporation
The Procter & Gamble Company
1300 East Ninth Street
Cleveland, OH 44114

Re: *Demand Letter Pursuant to California Civil Code § 1782,
Violation of Magnuson-Moss Act, 15 U.S.C. §§ 2301, et seq., and other applicable laws.*

To Whom It May Concern:

This letter serves as a notice and demand for corrective action on behalf of my client, Tom Takano and all other persons similarly situated, arising from breaches of warranty under the Magnuson-Moss Warranty Act and violations of numerous provisions of California law including the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(5), (7), and (9). This letter also serves as notice pursuant to Cal. Com. Code § 2607(3)(a) concerning the breaches of express and implied warranties described herein.

You have participated in the manufacture, marketing, and sale of Herbal Essences Wild Naturals line of hair products, including Wild Naturals Detoxifying Conditioner, Wild Naturals Intensive Treatment, Wild Naturals Detoxifying Shampoo, Wild Naturals Illuminating Shampoo, Wild Naturals Illuminating Conditioner, Wild Naturals Illuminating Dry Oil, Wild naturals Rejuvenating Conditioner, Wild Naturals Rejuvenating Oil Elixir, and Wild Naturals Rejuvenating Shampoo (collectively, “Wild Naturals” or “Products”). On the Wild Naturals’ labels and on your website, <http://herbalessences.com/en-us/shop-products/browse-by-collections/wild-naturals>, you misrepresent the Products as “natural.”

These representations regarding the “natural” nature of Wild Naturals are false and misleading, because the Products actually contain numerous synthetic and highly chemically processed ingredients. These ingredients include, but are not limited to, sodium lauryl sulfate, methylchloroisothiazolinone, methylisothiazolinone, and fragrance.

Mr. Takano, a resident of California, purchased Wild Naturals products based on labeling stating that the Products were “natural.” He would not have purchased or would have paid significantly less for the Products if the labels had not stated that the Products were natural.

Mr. Takano is acting on behalf of a class defined as all persons nationwide who purchased the Products (hereafter, the “Class”). A similar class of purchasers of Aveeno “Active Naturals” was recently certified in *Goldemberg v. Johnson & Johnson Consumer Companies, Inc.*, ___ F.R.D. ___, 2016 WL 5817012 (S.D.N.Y. Oct. 4, 2016). Mr. Takano is confident that a class will be certified on similar grounds here should you fail to take corrective action set forth herein.

To cure the defects described above, we demand that you (1) cease and desist from continuing to mislabel the Products; (2) issue an immediate recall on any Products bearing misleading “natural” statements; and (3) make full restitution to all purchasers of the Products of all purchase money obtained from sales thereof.

We further demand that you preserve all documents and other evidence which refer or relate to any of the above-described practices including, but not limited to, the following:

1. All documents concerning the ingredients, formula, and manufacturing process for the Products;
2. All communications with the U.S. Food and Drug Administration concerning the product development, manufacturing, marketing and sales of the Products;
3. All documents concerning the advertisement, marketing, labeling, distribution, or sale of the Products; and
4. All communications with customers concerning complaints or comments concerning the Products.

We are willing to negotiate to attempt to resolve the demands asserted in this letter. If you wish to enter into such discussions, please contact me immediately. If I do not hear from you promptly, I will conclude that you are not interested in resolving this dispute short of litigation. If you contend that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents promptly.

Very truly yours,

Yeremey O. Krivoshey

CIVIL COVER SHEET

Case 2:17-cv-00385-TLN-AC Document 1-1 Filed 02/21/17 Page 1 of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

TOM TAKANO and TRACY MCCARTHY, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff **Sacramento**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Yeremey Krivoshey (State Bar No. 295032), Bursor & Fisher, P.A.
1990 North California Boulevard, Suite 940
Walnut Creek, CA 94596 Telephone: (925) 300-4455

DEFENDANTS

THE PROCTER & GAMBLE COMPANY

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332(d)(2)(A)

Brief description of cause:

Defendant sold mislabeled products using misleading advertising.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

02/21/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Yeremey O. Krivoshey

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____