

RICHMAN LAW GROUP

Kim E. Richman (*Pro Hac Vice forthcoming*)

krichman@richmanlawgroup.com

Jaime Mak (SBN 236505)

jmak@richmanlawgroup.com

535 Mission Street

San Francisco, CA 94105

Telephone: (415) 259-5688

Facsimile: (718) 228-8522

Additional Plaintiffs' counsel listed on signature page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

OAKLAND BRANCH

ADAM COOPER and RYAN

MATUSZEWSKI, individually and on behalf of
other similarly situated individuals,

Plaintiffs,

v.

THE CLOROX COMPANY,

Defendant.

Case No. _____

Class Action

**COMPLAINT FOR VIOLATIONS OF
CALIFORNIA'S CONSUMERS
LEGAL REMEDIES ACT, CAL. CIV.
CODE §§ 1750-1785, FALSE
ADVERTISING LAW, CAL. BUS. &
PROF. CODE § 17500, ET SEQ.,
UNFAIR COMPETITION LAW
("UCL"), CAL. BUS. & PROF. CODE
§§ 17200-17210, NEW YORK
GENERAL BUSINESS LAW §§ 349-
350, UNJUST ENRICHMENT,
BREACH OF EXPRESS AND
IMPLIED WARRANTIES**

JURY TRIAL DEMANDED

1 Adam Cooper, a California Resident (“Plaintiff Cooper”), and Ryan Matuszewski, a New
2 York Resident (“Plaintiff Matuszewski”), (collectively, “Plaintiffs”), individually and on behalf
3 of other similarly situated individuals, allege the following Class Action Complaint against
4 defendant The Clorox Company (“Clorox” or “Defendant”), upon personal knowledge as to
5 themselves and their own acts and upon information and belief as to all other matters, based
6 upon, *inter alia*, the investigation made by their attorneys – as to all other matters, as follows:

7 **INTRODUCTION**

8 1. In recent years, consumers have become significantly more aware of, and
9 concerned about, the toxicity of household cleaning products and their impact on the health of
10 themselves and their families. Consumers have also become more aware of, and concerned
11 about, the impact of these products on the environment. The ingredients in household cleaning
12 products can be inhaled, exposed to skin during use, or come in contact with food. They are also
13 regularly drained into our waterways. For these reasons, demand has increased for so-called
14 “green” products that are supposedly produced naturally, environmentally sound, and non-toxic.
15 Consumers are willing to pay a premium for such products above what they are willing to pay
16 for products that are not “green.”

17 2. Defendant Clorox manufactures, markets, and distributes for sale to consumers
18 nationwide several household cleaning products under the brand name “Green Works” (the
19 “Products,” further defined below). Defendant represents that the Products are naturally derived,
20 environmentally sound, and safer alternatives to other cleaning products (including traditional
21 Clorox cleaning products).

22 3. Over the last few years, Defendant has changed the manner in which it advertises
23 the environmental benefits of the Products. Previously, the Products’ labels specified what
24 percentage of a given product was naturally derived, such as “99% naturally derived.” Since
25 then, Defendant has changed the Product labels to now include the misleading representation that
26 the Products are “naturally derived,” with no additional substantiation. This causes reasonable
27 consumers to believe that the Products are 100% naturally derived.

1 (“CAFA”), explicitly provides for the original jurisdiction of the federal courts in any class
2 action in which the proposed plaintiff class is comprised of at least 100 members, any member of
3 the plaintiff class is a citizen of a State different from any defendant, and the matter in
4 controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiffs allege
5 that the total claims of individual members of the proposed Class (as defined herein) are well in
6 excess of \$5,000,000.00 in the aggregate, exclusive of interest and costs.

7 11. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial acts in
8 furtherance of the alleged improper conduct, including the dissemination of false and misleading
9 information regarding the nature, quality, and/or ingredients of the Products, occurred within this
10 District.

11 **Intradistrict Assignment**

12 12. Assignment to the Oakland Division is appropriate under Civil L.R. 3-2(c) and (d)
13 because a substantial part of the events or omissions that give rise to the claim – including the
14 dissemination of false and misleading information regarding the nature, quality, and/or
15 ingredients of the Products – occurred within the Counties of Alameda, Contra Costa, Del Norte,
16 Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, and Sonoma.

17 **PARTIES**

18 13. Plaintiff Adam Cooper is an individual consumer who, at all relevant times,
19 was a citizen of San Francisco County, California. Plaintiff Cooper purchased Clorox
20 Green Works compostable cleaning wipes in “Original Fresh” scent from the Safeway store
21 at 298 King Street, San Francisco, California 94107 several times in 2016, during the class
22 period. In deciding to purchase the Products, Plaintiff Cooper read and relied on
23 Defendant’s false, misleading, and deceptive representations that those Products were
24 “naturally derived,” “green,” environmentally sound, and safer alternatives to other
25 cleaning products. Had Plaintiff Cooper known that the statements he relied on were false,
26 misleading, deceptive, and unfair, he would have not purchased any Green Works products,
27 or would not have paid the price he paid for the Products he purchased.

- d) Green Works all-purpose cleaner lemon scent,
- e) Green Works cleaning wipes,
- f) Green Works compostable cleaning wipes,
- g) Green Works compostable cleaning wipes water lily scent,
- h) Green Works glass & surface cleaner,
- i) Green Works glass cleaner,
- j) Green Works bathroom cleaner,
- k) Green Works toilet bowl cleaner,
- l) Green Works dishwashing liquid,
- m) Green Works dishwashing liquid water-lily scent,
- n) Green Works dishwashing liquid tangerine scent,
- o) Green Works dishwashing liquid free & clear scent,
- p) Green Works Manual Pot & Pan Detergent
- q) Green Works laundry detergent,
- r) Green Works laundry detergent free & clear scent,
- s) Green Works chlorine-free bleach,
- t) Green Works laundry stain remover,
- u) variations in size, scent, packaging, use, concentration, and formulation of the above-listed products, and
- v) other Green Works products marketed as “naturally derived,” “green,” or in other similar manners but containing unnatural and/or harmful ingredients.

B. Clorox’s Greenwashing Marketing Scheme

18. Seeking to profit on consumers’ desire to use natural, environmentally sound, and safer cleaning products as alternatives to other household cleaning products, Defendant markets the Products as “green” and “naturally derived,” representing that they provide significant environmental, health, and safety benefits that other cleaning products do not.

1 19. After just a year on the market, Clorox's Green Works products became the top-
2 selling line of cleaners labeled "natural," capturing 42 percent of the natural cleaners market
3 and generating an estimated \$200 million in annual revenue.¹

4 20. The Products are sold in a variety of outlets, including Rite-Aid, Wal-Mart,
5 Target, Kmart, and other health food stores, grocery stores, drug stores, and online retailers.

6 21. The front labels for each of the Products have always borne the prominent phrase
7 "Green Works" or "green works."

8 22. On some of the Products Clorox previously qualified its "naturally derived"
9 claims by stating that only a certain percentage of the Products are "naturally derived." As an
10 example, below is an image of an older label stating that the product is only "99% naturally
11 derived":



25 ¹ See *Clorox's Green Line Takes 42% of Natural Cleaners Market*, EnvironmentalLeader.com
26 Jan. 13, 2009, [http://www.environmentalleader.com/2009/01/13/cloroxs-green-line-takes-42-of-](http://www.environmentalleader.com/2009/01/13/cloroxs-green-line-takes-42-of-natural-cleaners-market/)
27 [natural-cleaners-market/](http://www.environmentalleader.com/2009/01/13/cloroxs-green-line-takes-42-of-natural-cleaners-market/) (last visited Jun. 15, 2017).
28

1 23. Defendant has since changed the Products' labeling to a manner that is
2 misleading. Today, Defendant's labels simply read "naturally derived" and do not include any
3 additional qualifying statements or percentages to substantiate this misleading term.

4 24. Labeling the products as "naturally derived" is deceptive and misleading,
5 especially considering that Defendant's labels previously included additional substantiating
6 information.

7 25. Additionally, although Defendant admits that many of the Products contain
8 synthetic fragrances, the packaging uses natural "green" images including leaves and flowers to
9 symbolize the scents to lure consumers who are concerned about the use of chemicals and
10 harmful substances. For example, on Defendant's Multi-Surface Cleaner product, the "Original
11 Fresh" scent is represented by a green leaf, even though the fragrances are synthetically
12 produced.

13 26. Defendant admits on its website that the Products' labels are misleading.
14 Defendant's website provides additional information regarding the "natural" qualities of their
15 products: "Like anything that's natural, the naturally derived ingredients in our products can go
16 bad over time. That's why we add a small amount of preservatives (less than 0.5%) to keep our
17 products fresh and effective."²

18 27. Regarding the types of preservatives used, Defendant's website admits that the
19 preservatives are neither natural nor derived from natural ingredients: "We're still working hard
20 to find natural alternatives for our fragrances and preservatives, so the entire line can be 100%
21 natural."³

24 ² See Clorox Green Works Multi-Surface Cleaner,
25 <https://www.greenworkscleaners.com/product/product-detail/multi-surface-cleaner/> (last visited
26 Jun. 15, 2017).

27 ³ See Clorox Green Works Frequently Asked Questions,
28 <https://www.greenworkscleaners.com/faq/#DrXxKK2P4BfODdoo.99> (last visited Jun. 15,
2017).

1 28. Defendant further highlights the “green” and “naturally derived” aspect of the
2 Products by placing a flower image on the label for each of the Products, as seen in the
3 representative image below:



25 29. The terms “green” and “naturally derived” convey to reasonable consumers that a
26 product has certain benefits over other products – in particular, that a product is natural and
27 non-toxic. Reasonable consumers trust that, when companies designate products as “green” or
28 “naturally derived,” the companies are doing so to convey that the products only contain non-

toxic and natural substances. (Otherwise, the terms “green” and “naturally derived” would be meaningless.)

C. The Truth About Unnatural and Hazardous Ingredients in the Products

30. The Products actually contain a host of unnatural, allergenic, and potentially hazardous ingredients that reasonable consumers would not expect in products that are marketed as “green” or “naturally derived.”

31. A chart outlining the known unnatural or environmentally harmful ingredients in the Products is included below:

	Green Works Product:									
Ingredient:	Laundry Detergent	All-Purpose Cleaner	Bathroom Cleaner	Chlorine-Free Bleach	Compostable Cleaning Wipes	Dishwashing Liquid	Glass & Surface Cleaner	Glass Cleaner	Pump 'n Clean™ Kitchen & Dish Cleaner	Toilet Bowl Cleaner
Boric Acid	X									
Caprylyl/Capryl Glucoside		X	X		X	X	X	X	X	X
Citric Acid			X	X	X	X			X	X
d-Limonene		X	X			X	X		X	X
Dimethicone/Silica Antifoam					X					
Fragrance	X	X	X	X	X	X	X	X	X	X
Artificial Dyes	X	X				X		X	X	X
Methylisothiazolinone	X	X			X	X				
Sodium Borate	X									
Sodium Lauryl Sulfate	X			X		X				

1 32. Although the complete ingredient list and the production process for each
2 ingredient are known only to the Defendant, many of the ingredients used in the Products are
3 synthetic, unnatural, and potentially dangerous to the environment and the user of the
4 Products.

5 33. Some of the Products contain a combination of the following dyes: Liquitint
6 Blue HP Dye, Liquitint Bright Yellow Dye, Liquitint Brilliant Orange Dye, and Liquitint
7 Yellow LP Dye. Clorox has acknowledged these ingredients are artificial: “All Green Works
8 products are 95% to 99% naturally derived. . . . So what’s in the other 1% to 5%? . . . A
9 combinations of preservatives, fragrances and dyes makes up a very small percentage of our
10 ingredients list.”⁴

11 34. Many of the Products also contain unspecified fragrances, which may or may
12 not be naturally derived or harmful. Defendant does not provide specific details about the
13 fragrances on the labeling, but includes instructions to the consumer to consult Defendant’s
14 “Ingredients Inside” website. This website does not clarify which fragrances used in the
15 products, but instead provides a list of over a thousand ingredients that may be listed as
16 “fragrances” in the Products.⁵ Among the few fragrances identified on the label by Defendant
17 is D-Limonene, which has high acute toxicity to aquatic life and is a recognized skin allergen.
18

19 35. Reasonable consumers seeking “green” and “naturally derived” products would
20 be surprised to learn that Defendant’s compostable wipes contain the silicone-based anti-
21

22
23 ⁴ See Clorox Green Works Multi-Surface Cleaner,
24 <https://www.greenworkscleaners.com/product/product-detail/multi-surface-cleaner/> (last visited
25 Jun. 15, 2017); *see also* Clorox Green Works Frequently Asked Questions,
26 <https://www.greenworkscleaners.com/faq/#DrXxKK2P4BfODdoo.99> (last visited Jun. 15, 2017)
27 (“We’re still working hard to find natural alternatives for our fragrances and preservatives. . . .”).

28 ⁵ See Clorox Ingredients Inside: Fragrances, <https://www.thecloroxcompany.com/brands/what-were-made-of/fragrances/> (last visited Jun. 15, 2017).

1 foaming agent Dimethicone. Dimethicone is not biodegradable, even though the cleaning
 2 wipes are marketed as “compostable,” which conveys to consumers that the cleaning wipes
 3 are “biodegradable.”

4 36. Upon information and belief, the type of citric acid used in the Products is also
 5 derived synthetically. Most citric acid used for industrial purposes is synthetic.⁶

6 37. Methylisothiazolinone (“MI”) is listed as a pesticide by the United States
 7 Environmental Protection Agency and is described as “moderately to highly toxic to
 8 freshwater and estuarine/marine organisms.”⁷ MI is also frequently added to products to act as
 9 a preservative. It is associated with skin toxicity, immune system toxicity, and allergic
 10 reactions and may be a neurotoxin. Defendant admits that the preservatives in the Products are
 11 not “naturally derived.”⁸

12 38. MI has been linked what is called an “epidemic” of painful skin allergies,
 13 including rashes, blistering, swelling, redness, and hives.⁹ MI contact allergies are rising
 14
 15
 16

17 ⁶ See American Academy of Allergy Asthma & Immunology: Ask the Expert, Dec. 9, 2013
 18 <http://www.aaaai.org/ask-the-expert/citric-acid-mold-allergy> (last visited Jun. 15, 2017).

19 ⁷ U.S. Environmental Protection Agency, Reregistration Eligibility Decision (RED)—
 20 Methylisothiazolinone. EPA738-R-98-012 (1998), *available at*
 21 <http://archive.epa.gov/pesticides/reregistration/web/pdf/3092.pdf> (last visited Jun. 15, 2017).

22 ⁸ See Clorox Green Works Multi-Surface Cleaner,
 23 <https://www.greenworkscleaners.com/product/product-detail/multi-surface-cleaner/> (last visited
 24 Jun. 15, 2017), *see also* Clorox Green Works Frequently Asked Questions,
 25 <https://www.greenworkscleaners.com/faq/#DrXxKK2P4BfODdoo.99> (last visited Jun. 15, 2017)
 26 (“We’re still working hard to find natural alternatives for our fragrances and preservatives. . . .”).

27 ⁹ See, e.g., Claire Duffin, *The Epidemic in the Bathroom: Manufacturers Told to Remove*
 28 *Chemical Linked to Skin Allergies*, The Telegraph (Dec. 14, 2014 10:00 PM),
<http://www.telegraph.co.uk/news/health/10517988/The-epidemic-in-the-bathroommanufacturers-told-to-remove-chemical-linked-to-skin-allergies.html>.

dramatically.¹⁰ The rapidly increasing rates of allergic reactions to MI resulted in the American Contact Dermatitis Society naming MI as the contact allergen of the year in 2013.¹¹ Some studies now put the percentage of consumers sensitized to MI as high as 10% of the population or more, a number that continues to rise.¹²

39. MI is neither “green” nor “naturally derived.” MI is produced by the controlled chlorination of dimethyldithiodipropionamide (DPAM) in solvent, followed by neutralization by extraction into water. Notwithstanding the often severe reactions suffered by the significant percentage of individuals who have used MI, Defendant fails to include any type of notice informing consumers that this ingredient is a known skin allergen.

40. Sodium lauryl sulfate (“SLS”) is synthesized through a multi-step process, and not acquired from natural sources. Many consumers who purchase “green” or “naturally derived” products specifically seek to avoid SLS. It is a known skin irritant. Additionally, it has other potential hazards, including aquatic toxicity. The International Programme on Chemical Safety advises SLS should not be permitted to enter into the environment.¹³

¹⁰ See, e.g., US National Library of Medicine National Institutes Of Medicine National Institutes of Health: Methylchloroisothiazolinone/methylisothiazolinone and methylisothiazolinone allergies can be detected by 200 ppm of methylchloroisothiazolinone/methylisothiazolinone patch test concentration, <http://www.ncbi.nlm.nih.gov/pubmed/24819287> (2014).

¹¹ See Aria Vazirnia and Sharon E. Jacob, *Review ACDS’ Allergen of the Year 2000-2015*, *The Dermatologist* (Nov. 2014), <http://www.the-dermatologist.com/content/review-acds%E2%80%99allergen-od-year-2000-2015>.

¹² See, e.g., Graham A. Johnston, *The Rise in Prevalence of Contract Allergy to Methylisothiazolinone in the British Isles*, Wiley Online Library (March 14, 2014), <http://onlinelibrary.wiley.com/doi/10.1111/cod.12185/abstract> (last visited Jun. 15 2017); see also Rachel Abrams, *Growing Scrutiny for an Allergy Trigger Used in Personal Care Products*, *The New York Times* (Jan. 23, 2015), available at <http://nyti.ms/1xOLmdp> (last visited Jun. 15, 2017) (describing how use of MI in consumer products has exploded in the past decade, creating widespread and serious allergic reactions including contact dermatitis).

¹³ The International Labour Org., International Chemical Safety Card for Sodium Lauryl Sulfate, available at

41. Upon information and belief, boric acid, sodium borate, and Caprylyl/Capryl Glucoside are not environmentally sound or “green.” Chronic exposure to Boric acid and Sodium Borate is known to cause developmental/reproductive adverse effects, and The European Union Ecolabel program reports that Caprylyl/Capryl Glucoside has moderate acute toxicity to aquatic life.

42. Accordingly, a reasonable consumer would not deem the Products containing the above-listed ingredients to be “naturally derived” or “green.”

43. To label the Products as “green” and “naturally derived” creates consumer deception and confusion. A reasonable consumer purchases the Products believing that they are “naturally derived” and “green” based on the Products’ labeling and advertising. However, a reasonable consumer would not deem the Products as “naturally derived” or “green” if he or she knew that the ingredients contained in the Products are in fact synthetic or harmful to the user’s health or the environment.

44. None of these ingredients are disclosed on the front label of the packaging where Defendant makes the prominent “green” and “naturally derived” claims.

45. Because the Products contain unnatural ingredients, Defendant’s claims that the Products are “green” or “naturally derived” are false, misleading, and designed to deceive consumers into purchasing the Products. This fact alone, that the Products are not natural, yet marketed and distinguished primarily upon this characteristic, is sufficiently deceiving to the consumer. The fact that evidence tends to indicate that Products’ contents are hazardous to humans and the environment only highlights Defendant’s deception.

D. Reasonable Consumer Purchase Defendant’s Products Believing That They Are “Naturally Derived” and/or “Green.”

http://www.ilo.org/dyn/icsc/showcard.display?p_lang=en&p_card_id=0502&p_version=1 (last visited Jun. 15, 2017).

1 46. As described above, many of the ingredients contained in Defendant's products
2 are the result of complex, non-natural processes. The end products are substances that do not
3 exist in in nature.

4 47. Despite the inclusions of the above described highly processed and/or non-natural
5 ingredients, Defendant labeled the products as "naturally derived" and "green" without
6 providing further clarification on the Products' labels.

7 48. Reasonable consumers, including Plaintiffs, purchased the Products based upon
8 the belief that they were "naturally derived" and/or "green." However, a reasonable consumer
9 would not consider products containing highly processed and non-natural ingredients as
10 "naturally derived" or "green." Further, additional information necessary to substantiate the
11 "naturally derived" claim is not available on Defendant's labels.

12 49. Defendant's prominent representations on the packaging for the Products
13 deceptively mislead consumers into believing that Clorox's Products are "naturally derived,"
14 "green," environmentally sound, and relatively safer product alternatives to other offerings in
15 the same product category. The ingredients present in the Products do not come close to
16 matching a reasonable consumer's expectations resulting from the company's advertised
17 benefits, particularly given the unnatural and potentially hazardous substances in the Products.

18 50. Defendant's claims that the Products are "naturally derived" and "green" are false
19 and misleading.

20 51. Defendant has profited enormously from its false and misleading representation
21 that its Products are "naturally derived" and "green." The purpose of this action is to put an end
22 to Clorox's deceptive marketing of the Products and to provide consumers with monetary relief
23 for Defendant's deceptive and misleading product claims.

24 **CLASS ALLEGATIONS**

25 52. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil
26 Procedure on behalf of themselves and all others similarly situated individuals within the
27 United States (the "Class" or the "Nationwide Class"), defined as follows:
28

1 All consumers who purchased the Products that were labeled as
2 “natural,” “naturally derived,” and/or “green” within the United
3 States during the period from four years before the filing of this
4 complaint until the date of class certification.

5 53. Additionally, Plaintiff Cooper brings this action pursuant to Rule 23 of the
6 Federal Rules of Civil Procedure on behalf of himself and all other similarly situated California
7 citizens (the “California Subclass”) defined as follows:

8 All consumers who purchased the Products that were labeled as
9 “natural,” “naturally derived,” and/or “green” within California
10 during the period from four years before the filing of this
11 complaint until the date of class certification.

12 54. Additionally, Plaintiff Matuszewski brings this action pursuant to Rule 23 of the
13 Federal Rules of Civil Procedure on behalf of himself and all others similarly situated New
14 York Citizens (the “New York Subclass”), defined as follows:

15 All consumers who purchased the Products that were labeled as
16 “natural,” “naturally derived,” and/or “green” within New York
17 during the period from six years before the filing of this complaint
18 until the date of class certification.

19 55. Upon information and belief, the scope of these Class and Subclass definitions,
20 including temporal scope, may be further refined after discovery of Defendant’s and/or third
21 party records.

22 56. There are substantial questions of law and fact common to all members of the
23 Nationwide Class, which will predominate over any individual issues. These common questions
24 of law and fact include, without limitation:

- 25 (a) whether Defendant misrepresented and/or failed to disclose material facts
26 concerning its Green Works products;
- 27 (b) whether Defendant’s conduct was unfair and/or deceptive;
- 28 (c) whether Defendant has been unjustly enriched as a result of the unlawful,
fraudulent, and unfair conduct alleged in this Complaint such that it would

1 be inequitable for Defendant to retain the benefits conferred upon
2 Defendant by Plaintiffs and the Class;

3 (d) whether Defendant's conduct constitutes a breach of express warranty
4 and/or implied warranty; and

5 (e) whether Plaintiffs and the Class have sustained damages with respect to
6 the common law claims asserted, and if so, the proper measure of their
7 damages.

8 57. With respect to the California Subclass, additional questions of law and fact
9 common to the members that predominate over questions that may affect individual members
10 include:

11 (a) whether Defendant advertised its Green Works Products with the intent not
12 to sell them as advertised in violation of California Civil Code § 1770(a)(7);

13 (b) whether Defendant represented on packaging for the Products that the
14 Products had characteristics, ingredients, uses, or benefits that they do not
15 have in violation of California Civil Code §1770(a)(5);

16 (c) whether Defendant is subject to liability for violating California's
17 Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1784;

18 (d) whether Defendant has violated California's False Advertising Law, Cal.
19 Bus. & Prof. Code §§ 17500-17536;

20 (e) whether Defendant has violated California's Unfair Competition Law, Cal.
21 Bus. & Prof. Code §§ 17200-17210; and

22 (f) whether the Class is entitled to an award of restitution pursuant to California
23 Business and Professions Code § 17203.

24 58. With respect to the New York Subclass, additional questions of law and fact
25 common to the members that predominate over questions that may affect individuals members
26 include:
27
28

1 (a) whether, in violation of § 349 of the New York General Business Law
2 (“GBL”), Defendant engaged in deceptive acts or practices; and

3 (b) whether, in violation of GBL § 350, Defendant engaged in false advertising.

4 59. Plaintiffs’ claims are typical of the claims of the Nationwide Class. Plaintiffs are
5 members of a well-defined class of similarly situated persons and the members of the
6 Nationwide Class were similarly affected by Defendant’s conduct and are owed the same relief,
7 as alleged in this Complaint. Members of the Nationwide Class are ascertainable from
8 Plaintiffs’ description of the class, Defendant’s records, and records of third parties accessible
9 through discovery.

10 60. Plaintiff Cooper’s claims are typical of the claims of the California Subclass.
11 Plaintiff Cooper is a member of a well-defined class of similarly situated persons and the
12 members of the California Subclass were similarly affected by Defendant’s conduct and are
13 owed the same relief, as alleged in this Complaint. Members of the California Subclass are
14 ascertainable from Plaintiff Cooper’s description of the class, Defendant’s records, and records
15 of third parties accessible through discovery.

16 61. Plaintiff Matuszewski’s claims are typical of the claims of the New York
17 Subclass. Plaintiff Matuszewski is a member of a well-defined class of similarly situated
18 persons and the members of the New York Subclass were similarly affected by Defendant’s
19 conduct and are owed the same relief, as alleged in this Complaint. Members of the New York
20 Subclass are ascertainable from Plaintiff Matuszewski’s description of the class, Defendant’s
21 records, and records of third parties accessible through discovery.

22 62. Plaintiff Cooper and Plaintiff Matuszewski will fairly and adequately protect the
23 interests of the Nationwide Class, and the California Subclass and the New York Subclass,
24 respectively, and have no interests which are antagonistic to the claims of the Nationwide Class,
25 California Subclass or New York Subclass. Plaintiffs will vigorously pursue the claims of the
26 Class and Subclasses.

27 63. Plaintiffs have retained counsel who are competent and experienced in consumer
28 protection litigation, including class actions relating to false advertising and “greenwashing.”

1 Plaintiffs' counsel have successfully represented plaintiffs in complex class actions and
2 currently represent other plaintiffs in several similar complex class action litigations involving
3 false advertising and/or "greenwashing."

4 64. A class action provides a fair and efficient method, if not the only method, for
5 adjudicating this controversy. The substantive claims of Plaintiffs and the Class and Subclasses
6 are nearly identical and will require evidentiary proof of the same kind and application of the
7 same laws. There is no plain, speedy, or adequate remedy other than by maintenance of this
8 class action.

9 65. A class action is superior to other available methods for the fair and efficient
10 adjudication of this controversy because Class and Subclass members number in the thousands
11 and individual joinder is impracticable. The expense and burden of individual litigation would
12 make it impracticable or impossible for proposed Class members to prosecute their claims
13 individually and the disposition of this case and as part of a single class action lawsuit will
14 benefit the parties and greatly reduce the aggregate judicial resources that would be spent if this
15 matter were handled as hundreds or thousands of separate lawsuits. Trial of Plaintiffs' and the
16 Class and Subclass members' claims is manageable. Unless the Class and Subclasses are
17 certified, Defendant will remain free to continue to engage in the wrongful conduct alleged
18 herein without consequence.

19 66. No member of the Class or either Subclass has a substantial interest in
20 individually controlling the prosecution of a separate action.

21 67. The prerequisites to maintaining a class action for injunctive or equitable relief
22 are met as Defendant has acted or refused to act on grounds generally applicable to the Class,
23 the California Subclass, and the New York Subclass thereby making appropriate final
24 injunctive or equitable relief with respect to the Class, the California Subclass and the New
25 York Subclass as a whole.

26 68. The prosecution of separate actions by members of the Class, the California
27 Subclass, and the New York Subclass would create a risk of establishing inconsistent rulings
28 and/or incompatible standards of conduct for Defendant. For example, one court might enjoin

1 Defendant from performing the challenged acts, whereas another might not. Additionally,
 2 individual actions could be dispositive of the interests of the Class, the California Subclass, and
 3 the New York Subclass even where certain Class, California Subclass or New York Subclass
 4 members are not parties to such actions.

5 69. Defendant's conduct is generally applicable to the Class, the California Subclass
 6 and the New York Subclass as a whole and Plaintiffs seek, *inter alia*, equitable remedies with
 7 respect to the Class, the California Subclass, and the New York Subclass as a whole. As such,
 8 Defendant's systematic policies and practices make declaratory relief with respect to the Class,
 9 the California Subclass, and the New York Subclass as a whole appropriate.

10 70. Plaintiffs know of no difficulty that will be encountered in the management of this
 11 litigation, which would preclude its maintenance of a class action.

12 **CAUSES OF ACTION**

13 **COUNT I**

14 **(Unfair and Deceptive Acts and Practices in**

15 **Violation of the California Consumers Legal Remedies Act,**

16 **on Behalf of the California Subclass)**

17 71. Plaintiff Cooper incorporates by reference and realleges herein all paragraphs
 18 alleged above.

19 72. This cause of action is brought pursuant to California's Consumers Legal
 20 Remedies Act, Cal. Civ. Code §§ 1750-1785 (the "CLRA").

21 73. Plaintiff Cooper and the other members of the California Subclass are
 22 "consumers," as the term is defined by California Civil Code § 1761(d), because they bought
 23 the Products for personal, family, or household purposes.

24 74. Plaintiff Cooper, the other members of the California Subclass, and Defendant
 25 have engaged in "transactions," as that term is defined by California Civil Code §1761(e).

26 75. The conduct alleged in this Complaint constitutes unfair methods of competition
 27 and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
 28

1 undertaken by Defendant in transactions intended to result in, and which did result in, the sale
2 of goods to consumers.

3 76. As alleged more fully above, Defendant has violated the CLRA by falsely
4 representing to Plaintiff Cooper and the other members of the California Subclass that the
5 Products are naturally derived, green, environmentally sound, and relatively safe products
6 compared to other cleaning products.

7 77. As a result of engaging in such conduct, Defendant has violated California Civil
8 Code § 1770(a)(5), (a)(7), and (a)(9).

9 78. Pursuant to California Civil Code § 1780(a)(2) and (a)(5), Plaintiff Cooper seeks
10 an order of this Court that includes, but is not limited to, an order requiring Defendant to
11 remove and/or refrain from making representations on the Products' packaging representing
12 that the Products are natural or naturally derived and unqualifiedly environmentally sound.

13 79. Plaintiff Cooper and the other California Subclass members may be irreparably
14 harmed and/or denied an effective and complete remedy if such an order is not granted.

15 80. The unfair and deceptive acts and practices of Defendant, as described above,
16 present a serious threat to Plaintiff Cooper and the other members of the California Subclass.

17 81. CLRA § 1782 NOTICE. On April 14, 2017, a CLRA demand letter was sent to
18 Defendant via certified mail that provided notice of Defendant's violation of the CLRA and
19 demanded that within thirty (30) days from that date, Defendant correct, repair, replace, or
20 otherwise rectify the unlawful, unfair, false and/or deceptive practices complained of herein.
21 The letter also stated that if Defendant refused to do so, a complaint seeking damages in
22 accordance with the CLRA would be filed. Defendant received the letter on April 20, 2017, but
23 has failed to comply with the letter. Accordingly, pursuant to California Civil Code §
24 1780(a)(3), Plaintiff, on behalf of himself and all other members of the Class, seeks
25 compensatory damages, punitive damages, and restitution of any ill-gotten gains due to
26 Defendant's acts and practices.

COUNT II

**(Violations of California's False Advertising Law,
on Behalf of the California Subclass)**

82. Plaintiff Cooper incorporates by reference and realleges herein all paragraphs alleged above.

83. As alleged more fully above, Defendant has falsely advertised the Products by falsely claiming that the Products are unqualifiedly naturally derived, green, and environmentally sound.

84. At all material times, Defendant engaged in a scheme of offering the Products for sale to Plaintiff Cooper and the other members of the California Subclass within the State of California and nationwide through, *inter alia*, commercial marketing and advertising, the Internet, the Products' packaging and labeling, and other promotional materials and offers for sale of the Products.

85. The misrepresentations and non-disclosures by Defendant of the material facts detailed above constitute false and misleading advertising, and therefore constitute a violation of Cal. Bus. & Prof. Code § 17500, *et seq.*

86. Said advertisements and inducements were made within the State of California and come within the definition of advertising contained in the FAL in that such promotional materials were intended as inducements to purchase the Products and are statements disseminated by Defendant to Plaintiff Cooper and the other California Subclass members that were intended to reach Plaintiff Cooper and the other California Subclass members. Defendant knew, or in the exercise of reasonable care, should have known, that these representations were misleading and deceptive.

87. The above acts of Defendant did and were likely to deceive reasonable consumers, including Plaintiff Cooper and the other members of the California Subclass, by obfuscating the nature, quality, and ingredients of the Products, in violation of the "misleading" prong of the FAL.

88. Plaintiff Cooper and the other members of the California Subclass have suffered

1 injury in fact and have lost money or property as a result of Defendant's violations of
2 California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500 *et seq.*

3 89. Pursuant to California Business and Professions Code §§ 17203 and 17535,
4 Plaintiff Cooper and the California Subclass seek an order of this Court that includes, but is
5 not limited to, requiring Defendant to:

6 (a) remove and refrain from making representations on the Products' packaging
7 representing that the Products provide an unqualified level of "natural"
8 benefits; and

9 (b) remove and refrain from making representations on the Products' packaging
10 representing that the Products are unqualifiedly environmentally sound and
11 naturally derived.

12 **COUNT III**

13 **(Violation of California's Unfair Competition Law,**
14 **on Behalf of the California Subclass)**

15 90. Plaintiff Cooper incorporates by reference and realleges herein all paragraphs
16 alleged above.

17 91. By committing the acts and practices alleged herein, Defendant has violated
18 California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210, as to
19 the California Subclass as a whole, by engaging in unlawful, fraudulent, and unfair conduct.

20 92. Defendant has violated the UCL's proscription against engaging in *unlawful*
21 conduct as a result of:

22 (a) violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7), and (a)(9), as
23 alleged above; and

24 (b) violations of the FAL, Cal. Bus. & Prof. Code § 17500 *et seq.*, as alleged
25 above.

26 93. Defendant's acts and practices described above also violate the UCL's
27 proscription against engaging in *fraudulent* conduct.

28 94. As more fully described above, Defendant's misleading marketing, advertising,

1 packaging, and labeling of Products is likely to deceive reasonable consumers. Indeed,
2 Plaintiff Cooper and the other members of the California Subclass were unquestionably
3 deceived regarding the environmental and natural benefits of the Products, as Defendant's
4 marketing, advertising, packaging, and labeling of the Products misrepresent and omit the true
5 facts concerning the benefits of the Products. Those acts are fraudulent business practices.

6 95. Defendant's acts and practices described above also violate the UCL's
7 proscription against engaging in *unfair* conduct.

8 96. Plaintiff Cooper and the other California Subclass members suffered a
9 substantial injury by virtue of buying the Products that they would not have purchased absent
10 Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging, and labeling
11 or by virtue of paying an excessive premium price for the unlawfully, fraudulently, and
12 unfairly marketed, advertised, packaged, and labeled Products.

13 97. There is no benefit to consumers or competition from deceptively marketing and
14 labeling products like the Products, which purport to be natural, environmentally sound, and
15 safer alternatives to traditional offerings when these unqualified claims are false.

16 98. Plaintiff Cooper and the other California Subclass members had no way of
17 reasonably knowing that the Products they purchased were not as marketed, advertised,
18 packaged, or labeled. Thus, they could not have reasonably avoided the injury each of them
19 suffered.

20 99. The gravity of the consequences of Defendant's conduct as described above
21 outweighs any justification, motive, or reason therefore, particularly considering the available
22 legal alternatives that exist in the marketplace, and such conduct is immoral, unethical,
23 unscrupulous, offends established public policy, or is substantially injurious to Plaintiff
24 Cooper and the other members of the California Subclass.

25 100. Defendant's violations of the UCL continue to this day.

26 101. Pursuant to California Business and Professional Code § 17203, Plaintiff Cooper
27 and the California Subclass members seek an order of this Court that, *inter alia*, requires
28 Defendant to:

- 1 (a) remove and refrain from making representations on the Products’ packaging
2 that the Products provide an unqualified level of “natural” benefits;
3 (b) remove and refrain from making representations on the Products’ packaging
4 that the Products are unqualifiedly environmentally sound and naturally
5 derived;
6 (c) provide restitution to Plaintiff Cooper and the other California Subclass
7 members;
8 (d) disgorge all revenues obtained as a result of violations of the UCL; and
9 (e) pay the attorney fees and costs of Plaintiff Cooper and the California
10 Subclass.

11 **COUNT IV**

12 **(Violation of New York General Business Law § 349,**
13 **on Behalf of the New York Subclass)**

14 102. Plaintiff Matuszewski incorporates by reference and realleges herein all
15 paragraphs alleged above.

16 103. Defendant engaged in false and misleading marketing concerning the Products.

17 104. As fully alleged above, by advertising, marketing, distributing, and/or selling the
18 Products to Plaintiff Matuszewski and other members of the New York Subclass, Defendant
19 engaged in and continues to engage in deceptive acts and practices.

20 105. Plaintiff Matuszewski and the other members of the New York Subclass seek to
21 enjoin such unlawful deceptive acts and practices as described above. Each of the New York
22 Subclass members will be irreparably harmed unless the unlawful actions of Defendant are
23 enjoined, in that Defendant will continue to falsely and misleadingly advertise the safety and
24 environmental benefits of the Products. Towards that end, Plaintiff Matuszewski and the New
25 York Subclass request an order granting them injunctive relief in the form of an order prohibiting
26 Defendant from representing that the Products are safer or environmentally desirable, unless and
27 until the harmful chemicals are removed.
28

106. In this regard, Defendant has violated, and continues to violate, New York General Business Law (“GBL”) § 349, which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant’s violation of GBL § 349 as described above, Plaintiff Matuszewski and the other members of the New York Subclass have suffered damages in an amount to be determined at trial.

107. Wherefore Plaintiff Matuszewski, on behalf of the New York Subclass, prays for relief as set forth herein.

COUNT V

**(Violation of New York General Business Law § 350,
on Behalf of the New York Subclass)**

108. Plaintiff Matuszewski incorporates by reference and realleges herein all paragraphs alleged above.

109. Defendant engaged in false advertising concerning the Products.

110. As fully alleged above, by advertising, marketing, distributing, and/or selling the Products to Plaintiff Matuszewski and other members of the New York Subclass, Defendant engaged in and continues to engage in false advertising.

111. Plaintiff Matuszewski and the other members of the New York Subclass seek to enjoin such unlawful false advertising as described above. Each of the New York Subclass members will be irreparably harmed unless the unlawful actions of Defendant are enjoined, in that Defendant will continue to falsely and misleadingly advertise the safety and environmental benefits of the Products. Towards that end, Plaintiff Matuszewski and the New York Subclass request an order granting them injunctive relief in the form of an order prohibiting Defendant from representing that the Products are environmentally desirable or safer, unless and until the harmful chemicals are removed.

112. In this regard, Defendant has violated, and continues to violate, GBL § 350, which makes false advertising unlawful. As a direct and proximate result of Defendant’s violation of GBL § 350 as described above, Plaintiff Matuszewski and the other members of the New York Subclass have suffered damages in an amount to be determined at trial.

1 Nationwide Class members, in light of the fact that the Products purchased by Plaintiffs and the
 2 other Nationwide Class members were not what Defendant purported them to be. Thus, it
 3 would be unjust or inequitable for Defendant to retain the benefit without restitution to
 4 Plaintiffs and the other Nationwide Class members for the monies paid to Defendant for the
 5 Products.

6 123. As a direct and proximate result of Defendant's unjust enrichment, Plaintiffs and
 7 the Nationwide Class members are entitled to restitution or restitutionary disgorgement, in an
 8 amount to be proven at trial.

9 124. Wherefore Plaintiffs, on behalf of the Nationwide Class, pray for relief as set
 10 forth herein.

11 **COUNT VII**

12 **(Based on Breach of Express Warranty)**

13 125. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged
 14 above.

15 126. Defendant's representations that the Products are "naturally derived" and "green"
 16 constitute affirmations of fact.

17 127. Defendant's representations that the Products are "naturally derived" and "green"
 18 relate to the goods and became part of the basis of the bargain between Defendant and
 19 purchasers of the Products.

20 128. Plaintiffs and other Nationwide Class members purchased the Products, believing
 21 them to conform to the express warranties.

22 129. As set forth above, Defendant's statements concerning the Products are false.

23 130. All conditions precedent to Defendant's liability under the above-referenced
 24 contract have been performed by Plaintiffs and the other Nationwide Class members.

25 131. Defendant breached its express warranties about the Products because, as alleged
 26 above, the Products are not "naturally derived" or "green." Defendant therefore breached the
 27 applicable state statutes.

132. As a result of Defendant's breaches of express warranty, Plaintiffs and the other Nationwide Class members were damaged in the amount of the purchase price they paid for the Products, or in the amount of they paid based upon the misrepresentations, in amounts to be proven at trial.

133. Within a reasonable time after they knew or should have known of such breach, Plaintiffs, on behalf of themselves and the other members of the Nationwide Class, placed Defendant on notice thereof.

134. As a proximate result of the breach of warranties by Defendant, Plaintiffs and the other members of the Nationwide Class did not receive goods as warranted. Among other things, Plaintiffs and members of the Nationwide Class did not receive the benefit of the bargain and have suffered other injuries as detailed above. Moreover, had Plaintiffs and the Nationwide Class members known the true facts, they either would not have purchased the products, would have purchased fewer products, or would not have been willing to pay the price Defendant charged for the products.

135. Wherefore Plaintiffs, on behalf of the Nationwide Class, pray for relief as set forth herein.

COUNT VIII

(Breach of Implied Warranty)

136. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged above.

137. Defendant's representations that the Products are "naturally derived" or "green" constitute affirmations of fact made with regard to the Products.

138. Defendant's representations that the Products are "naturally derived" or "green" and Defendant's advertising and promotions for the Products are part of the basis of the bargain between Defendant and purchasers of the Products.

139. Defendant's representations that the Products comprise "naturally derived" ingredients, and/or are "green" created and implied warranty of merchantability and fitness for the particular purpose for which the Products were marketed and sold.

140. As set forth in the paragraphs above, Defendant's statements concerning the Products are false, and the Products are not fit for the particular purpose for which they were marketed and sold.

141. Wherefore Plaintiffs pray for an injunction requiring Defendant to recall the Products currently on the market containing the ingredients in question, and if it choose not to remove such ingredients from the Products, to label all future Products in a manner that informs consumers of the presence of the ingredients and therefore does not create an implied warranty of merchantability and fitness for use as a "natural" or "green" cleaner, as well as all further relief set forth herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment on behalf of themselves and the Nationwide Class, the California Subclass, and the New York Subclass as follows:

- A. An order certifying the proposed Nationwide Class, the California Subclass and, the New York Subclass; appointing Plaintiffs Cooper and Matuszewski as representatives of the Class; appointing Plaintiff Cooper as representative of the and the California Subclass; appointing Plaintiff Matuszewski as representative of the New York Subclass; and appointing Plaintiffs' undersigned counsel as Class counsel for the Class and Subclasses;
- B. A declaration that Defendant is financially responsible for notifying Class and Subclass members of the pendency of this suit;
- C. An order requiring proper, complete, and accurate labeling of the Products;
- D. An award of restitution pursuant to California Business and Professions Code §§ 17203 and 17535 for members of the California Subclass;
- E. An award of disgorgement pursuant to California Business and Professions Code §§ 17203 and 17535 for members of the California Subclass;
- F. An order enjoining Defendant's unlawful and deceptive acts and practices, pursuant to California Business and Professions Code §§ 17203 and 17535, to remove and/or refrain from using representations on Defendant's Products that the Products provide

1 an unqualified level of “natural” benefits and are unqualifiedly environmentally
2 sound and naturally derived.

3 G. Monetary damages and injunctive relief for members of the California Subclass
4 pursuant to California Civil Code § 1780;

5 H. Injunctive relief for members of the New York Subclass pursuant to GBL §§ 349 and
6 350, without limitation

7 I. Monetary damages, injunctive relief, and statutory damages in the maximum amount
8 provided by law;

9 J. Punitive damages in accordance with proof and in an amount consistent with
10 applicable precedent;

11 K. An order awarding Plaintiffs and the other Class members the reasonable costs and
12 expenses of suit, including their attorneys’ fees; and

13 L. Any further relief that the Court may deem appropriate.

14 **JURY TRIAL DEMANDED**

15 Plaintiffs demand a trial by jury for all claims so triable.

16
17 Dated: August 21, 2017

Respectfully submitted,

18 **RICHMAN LAW GROUP**

19 

20
21
22

Kim E. Richman (*Pro Hac Vice forthcoming*)
23 krichman@richmanlawgroup.com
24 Jaimie Mak (SBN 236505)
25 jmak@richmanlawgroup.com
26 535 Mission Street
27 San Francisco, California 94105
28 Telephone: (415) 259-5688
Facsimile: (718) 228-8522

Todd S. Garber
Bradley Silverman
FINKELSTEIN, BLANKINSHIP, FREI-

PEARSON & GARBER, LLP
445 Hamilton Avenue, Suite 605
White Plains, New York 10601
Telephone: (914) 298-3283
Email: tgarber@fbfglaw.com

Counsel for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ADAM COOPER and RYAN MATUSZEWSKI

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

San Francisco

(c) Attorneys (Firm Name, Address, and Telephone Number)
Kim E. Richman
81 Prospect Street, Brooklyn, New York 11201 (212) 687-8291

DEFENDANTS
THE CLOROX 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 type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input 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
<div>110 Insurance</div> <div>120 Marine</div> <div>130 Miller Act</div> <div>140 Negotiable Instrument</div> <div>150 Recovery of Overpayment Of Veteran's Benefits</div> <div>151 Medicare Act</div> <div>152 Recovery of Defaulted Student Loans (Excludes Veterans)</div> <div>153 Recovery of Overpayment of Veteran's Benefits</div> <div>160 Stockholders' Suits</div> <div>190 Other Contract</div> <div>195 Contract Product Liability</div> <div>196 Franchise</div> <div>REAL PROPERTY</div> <div>210 Land Condemnation</div> <div>220 Foreclosure</div> <div>230 Rent Lease & Ejectment</div> <div>240 Torts to Land</div> <div>245 Tort Product Liability</div> <div>290 All Other Real Property</div>	<div>PERSONAL INJURY</div> <div>310 Airplane</div> <div>315 Airplane Product Liability</div> <div>320 Assault, Libel & Slander</div> <div>330 Federal Employers' Liability</div> <div>340 Marine</div> <div>345 Marine Product Liability</div> <div>350 Motor Vehicle</div> <div>355 Motor Vehicle Product Liability</div> <div>360 Other Personal Injury</div> <div>362 Personal Injury -Medical Malpractice</div> <div>CIVIL RIGHTS</div> <div>440 Other Civil Rights</div> <div>441 Voting</div> <div>442 Employment</div> <div>443 Housing/ Accommodations</div> <div>445 Amer. w/Disabilities-- Employment</div> <div>446 Amer. w/Disabilities--Other</div> <div>448 Education</div> <div>PERSONAL INJURY</div> <div>365 Personal Injury -- Product Liability</div> <div>367 Health Care/ Pharmaceutical Personal Injury Product Liability</div> <div>368 Asbestos Personal Injury Product Liability</div> <div>PERSONAL PROPERTY</div> <div><input checked="" type="checkbox"/> 370 Other Fraud</div> <div>371 Truth in Lending</div> <div>380 Other Personal Property Damage</div> <div>385 Property Damage Product Liability</div> <div>PRISONER PETITIONS</div> <div>HABEAS CORPUS</div> <div>463 Alien Detainee</div> <div>510 Motions to Vacate Sentence</div> <div>530 General</div> <div>535 Death Penalty</div> <div>OTHER</div> <div>540 Mandamus & Other</div> <div>550 Civil Rights</div> <div>555 Prison Condition</div> <div>560 Civil Detainee-- Conditions of Confinement</div>	<div>625 Drug Related Seizure of Property 21 USC § 881</div> <div>690 Other</div> <div>LABOR</div> <div>710 Fair Labor Standards Act</div> <div>720 Labor/Management Relations</div> <div>740 Railway Labor Act</div> <div>751 Family and Medical Leave Act</div> <div>790 Other Labor Litigation</div> <div>791 Employee Retirement Income Security Act</div> <div>IMMIGRATION</div> <div>462 Naturalization Application</div> <div>465 Other Immigration Actions</div>	<div>422 Appeal 28 USC § 158</div> <div>423 Withdrawal 28 USC § 157</div> <div>PROPERTY RIGHTS</div> <div>820 Copyrights</div> <div>830 Patent</div> <div>835 Patent--Abbreviated New Drug Application</div> <div>840 Trademark</div> <div>SOCIAL SECURITY</div> <div>861 HIA (1395ff)</div> <div>862 Black Lung (923)</div> <div>863 DIWC/DIWW (405(g))</div> <div>864 SSID Title XVI</div> <div>865 RSI (405(g))</div> <div>FEDERAL TAX SUITS</div> <div>870 Taxes (U.S. Plaintiff or Defendant)</div> <div>871 IRS--Third Party 26 USC § 7609</div>	<div>375 False Claims Act</div> <div>376 Qui Tam (31 USC § 3729(a))</div> <div>400 State Reapportionment</div> <div>410 Antitrust</div> <div>430 Banks and Banking</div> <div>450 Commerce</div> <div>460 Deportation</div> <div>470 Racketeer Influenced & Corrupt Organizations</div> <div>480 Consumer Credit</div> <div>490 Cable/Sat TV</div> <div>850 Securities/Commodities/ Exchange</div> <div>890 Other Statutory Actions</div> <div>891 Agricultural Acts</div> <div>893 Environmental Matters</div> <div>895 Freedom of Information Act</div> <div>896 Arbitration</div> <div>899 Administrative Procedure Act/Review or Appeal of Agency Decision</div> <div>950 Constitutionality of State Statutes</div>

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--Transfer

☐ 8 Multidistrict Litigation--Direct File

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

Brief description of cause:
Class action - false and deceptive advertising

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

DATE 08/21/2017

SIGNATURE OF ATTORNEY OF RECORD 

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
 - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

Date and Attorney Signature. Date and sign the civil cover sheet.