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15 SHANA GUDGEL, on behalf of herself and
16 all others similarly situated,

17 Plaintiff,

18 v.

19 THE CLOROX COMPANY; and
20 DOES 1-10, inclusive,

21 Defendants.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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INTRODUCTION

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2 1. Plaintiff Shana Gudgel (“Plaintiff”), by and through her undersigned counsel, files this
3 Class Action Complaint against Defendant The Clorox Company and DOES 1 to 10 (collectively,
4 “Clorox” or “Defendant”), individually and on behalf of a class of similarly situated individuals,
5 and alleges, upon personal knowledge as to her own actions, and upon investigation of counsel as
6 to all other matters, as follows:

SUMMARY OF DEFENDANT’S UNLAWFUL CONDUCT

7 2. This Class Action Complaint comes during a time of hardship for so many Americans,
8 with each day bringing different news of the efforts to combat the novel coronavirus COVID-19.
9 Beginning in early March 2020, social distancing, shelter-in-place orders, and efforts to “flatten the
10 curve” prompted a nationwide movement of people eager to clean and disinfect their homes and
11 workspaces like never before. One of the most iconic names for household cleaning and
12 disinfecting in the United States is Clorox.

13 3. Amid the coronavirus pandemic, bleach sales have increased significantly across the
14 United States with the growing need to disinfect surfaces regularly. However, a critical difference
15 between Clorox’s regular bleach formula and its splashless solution has gone largely unnoticed by
16 the general public – Splash-Less Clorox Bleach does not disinfect but only “whitens, brightens and
17 deodorizes surfaces and clothes.”

18 4. By adding the ingredients needed to achieve the higher viscosity for its Splash-Less
19 formula, Clorox altered the concentration of sodium hypochlorite to a variable 1%-5%, which is
20 not strong enough to sanitize and disinfect. According to the Clorox website, the company's regular
21 bleach, absent the sudsing agent, has a sodium hypochlorite concentration between 5% and 6.5%.

22 5. The active ingredient in disinfectants, sodium hypochlorite, is used for disinfecting
23 purposes on a large scale, including for agriculture, synthetic and household purposes, according
24 to Lenntech, a water treatment and purification company. It is effective against bacteria, viruses
25 and fungi but only in concentrations above 5%. Hypochlorite is a popular household disinfectant
26 because of its similar properties to chlorine.

27 6. To disinfect surfaces, the Center for Disease Control recommends diluting 5
28 tablespoons of standard-grade bleach per gallon of water. This amount of the Clorox Splash-Less
Bleach is insufficient for disinfecting and this deception is exacerbated by the Covid-19 pandemic
gripping the United States.

JURISDICTION AND VENUE

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2 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). The
3 amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and
4 is a class action in which there are more than 100 class members and diversity of citizenship exists
5 between at least one member of the Class and Defendant.

6 8. This Court has personal jurisdiction over Defendant because Defendant’s principal
7 place
8 of business is located in this District, Defendant is registered to and does conduct continuous,
9 permanent, and substantial business activities in California and within this District, and a
10 substantial portion of the acts complained of took place in California.

11 9. Venue is proper in the Northern District of California because Defendant resides and
12 conducts substantial business within this District and a substantial part of the events that gave rise
13 to Plaintiff’s claims occurred in this District.

14 10. Intradistrict assignment: assignment to the San Francisco or Oakland Division would be
15 proper because The Clorox Company is headquartered in Oakland, California, and a substantial
16 part of the events or omissions which give rise to the claims alleged herein occurred in San
17 Francisco.

PARTIES

18 11. Plaintiff Shana Gudel is a citizen of Florida and resides in Brevard County, Florida.
19 On March 11, 2020 the World Health Organization declared COVID-19 a pandemic. Shortly after
20 March 11, 2020 Plaintiff purchased a 116 fluid ounce container of the Clorox Splash-Less Liquid
21 Bleach (“Splash-Less Bleach” or “Product”). Plaintiff paid a total of \$3.99 for the container.
22 Plaintiff learned shortly thereafter that the Splash-Less Bleach was not suitable for disinfecting.

23 12. Defendant The Clorox Company (“Clorox” or “Defendant”) is a Delaware corporation
24 headquartered in Oakland, California. Clorox is an American global manufacturer and marketer of
25 consumer and professional products. Although Clorox may be best known for its namesake bleach,
26 the leading consumer and professional products maker has a plethora of market-leading brands. It
27 sells laundry and cleaning items (Formula 409, Pine-Sol, Green Works) as well as dressings and
28 sauces (Hidden Valley, KC Masterpiece, Soy Vay), charcoal (Kingsford, Match Light), plastic
wrap and containers (Glad), and cat litters (Fresh Step, Scoop Away). Other items include filtration
systems (Brita), dietary supplements (Rainbow Light, Natural Vitality), and personal care items

1 (Burt's Bees). Clorox makes and sells its products worldwide, although the US accounts for the
2 most revenue by far.

3 13. Defendants Does 1 to 10 are the additional individuals and entities who perpetrated the
4 unlawful acts described herein.

5 **FACTUAL ALLEGATIONS**

6 14. When The Clorox Company first began selling its splashless bleach product without
7 adequately disclosing that it wasn't suitable for sanitizing or disinfecting it was deceptive
8 advertising, but in the midst of today's pandemic it is a more serious matter.

9 15. The Clorox Company, based in Oakland, California, is an iconic American global
10 manufacturer and marketer of consumer products, with approximately 8,700 employees worldwide
11 and billions of dollars in annual sales. The pandemic gripping the United States has sent Clorox's
12 sales skyrocketing. Clorox CEO Benno Dorer told NBC that "we are in completely uncharted
13 territory. We're in catch-up mode." "We know that right now we cannot make enough products
14 for everybody to find products at the store all the time," Dorer said. "But we're making tremendous
15 progress. We think we will be in substantially better shape by the summer," Dorer suggests, as
16 households settle into their new disinfecting routines and more steadily buy cleaning products
17 instead of the panic hoarding seen in March and into April at Walmart, Target and on Amazon. "So
18 if you go to stores, we're shipping to our stores every single day. But what we're shipping is pretty
19 much scooped up right away. So it's gone after a few minutes," Dorer explains. "Clearly there's an
20 unprecedented demand spike for some of our products, in particular wipes. We've seen spikes of
21 up to 500% in terms of demand and no supply chain in our industry is built to satisfy that demand
22 increase in a short period of time."

23 16. One of Clorox's biggest selling products is bleach. Liquid bleach, often called just
24 bleach, is a common chemical household product that consists of a diluted solution of sodium
25 hypochlorite and other secondary ingredients. It is a chlorine releasing bleaching agent widely used
26 to whiten clothes and remove stains, as a sanitizing disinfectant used to kill germs, and for
27 numerous other uses. To consumers in the United States, the terms Clorox and bleach are
28 synonymous.

17. The Clorox Company is the largest seller of bleach based cleaning products in the
United States. In the early 1900s, a few California entrepreneurs set up America's first commercial-
scale liquid bleach factory, which they located in Oakland on the east side of San Francisco Bay.
In 1914, they named their product Clorox bleach.

1 18. From its founding in 1913 to today, The Clorox Company has built a reputation as the
2 consumers' go-to product for sanitizing and disinfecting. Since being introduced into the market,
3 Clorox bleach has had a long history of use in places where killing germs is critical: in hospitals,
4 nursing homes, child-care centers, schools and restaurants. During World War I, in the days before
5 penicillin, the lives of wounded soldiers were saved by the antibacterial properties of bleach.
6 Although chlorine was in short supply because of World War II, Clorox, unlike many competitors,
7 curtailed production rather than dilute its product.

8 19. Now, during the coronavirus pandemic, its disinfecting uses are becoming even more
9 pervasive. For example, Apple recently changed its device cleaning protocol stating Clorox wipes
10 could be used to disinfect the iPhone. The Splash-Less bleach is used by many consumers during
11 the washing process to disinfect their cloth masks. In a recent poll - Harris Poll Essential 100 -
12 Harris surveyed more than 2,000 Americans as part of an in-the-moment assessment of how
13 businesses are responding to the pandemic. Clorox is viewed by Americans as one of the most
14 essential companies in the U.S. during COVID-19, ranking Clorox top for integrity and resolve.

15 20. Today more than ever consumers are turning to the iconic Clorox name for help. The
16 COVID-19 pandemic is an ongoing global pandemic of coronavirus disease which causes severe
17 acute respiratory syndrome. The outbreak was first identified in Wuhan, China, in December 2019
18 and is currently rampant in the United States. The World Health Organization declared the outbreak
19 a Public Health Emergency of International Concern on January 30, 2020 and a pandemic on March
20 11, 2020. On 4 July 2020, scientists reported that the Infection Fatality Rate of COVID-19 and
21 related pandemic is estimated as 0.6%, and the Case Fatality Rate (CFR) as 5%. As of August 10,
22 2020, more than 5.11 million cases of COVID-19 have been reported in the United States, resulting
23 in more than 163,000 deaths. The coronavirus is primarily spread between people during close
24 contact, most often via small droplets produced by coughing, sneezing, and talking. The droplets
25 usually fall to the ground or onto surfaces rather than travelling through air over long distances.
26 Research as of June 2020 has shown that speech-generated droplets may remain airborne for tens
27 of minutes and people may also become infected by touching a contaminated surface and then
28 touching their face. Paramount to fighting the coronavirus is sanitizing and disinfecting.

21. Surfaces may be decontaminated with a number of solutions (within one minute of
exposure to the disinfectant for a stainless steel surface). The CDC recommends that if a COVID-
19 case is suspected or confirmed, all areas such as bathrooms, common areas, shared electronic

1 equipment like tablets, touch screens, keyboards, remote controls, and other devices used by the ill
2 persons should be disinfected.

3 22. Clorox bleach is one of America's most used disinfectants. Amid the coronavirus
4 pandemic, bleach sales have increased significantly across the United States with the growing need
5 to disinfect surfaces regularly. However, a critical difference between Clorox's regular bleach
6 formula and its splashless solution has gone undetected by the general public. The splashless
7 Clorox bleach isn't suitable for sanitizing or disinfecting.

8 23. Last year, Rita Gorenberg, Clorox's associate director of brand engagement, told the
9 Journal Inquirer that Clorox developed its Splash-Less Bleach Formula with a higher viscosity "in
10 direct response to consumer comments about bleach splashing when poured into washing machine
11 dispensers." The thicker, more controlled bleaching solution was meant to ease pouring struggles
12 while maximizing the bleach's laundry effects.

13 24. By adding the ingredients needed to achieve the higher viscosity for its Splash-Less
14 formula, Clorox altered the concentration of sodium hypochlorite to a variable 1%-5%, which is
15 not strong enough to sanitize and disinfect. The company's regular bleach, absent the sudsing agent,
16 has a sodium hypochlorite concentration between 5% and 6.5%.

17 25. The active ingredient in disinfectants, sodium hypochlorite, is used for disinfecting
18 purposes on a large scale, including for agriculture, synthetic and household purposes and is
19 effective against bacteria, viruses, and fungi, but only in concentrations above 5%. Hypochlorite is
20 a popular household disinfectant because of its similar properties to chlorine. To disinfect surfaces,
21 the CDC recommends diluting 5 tablespoons of standard-grade bleach per gallon of water.

22 26. Confusion between the products by consumers has become more common amid the
23 coronavirus pandemic. Customers have claimed the "very similar" designs have led to repeated
24 purchases of the wrong formula.

25 27. Consumers have also taken issue with the splashless formula's slogan claiming, "It's the
26 same Clorox product you love, now with more power per drop" and "10x Deep Cleaning Benefits."
27 Clorox's choice to include the exact amount of the sodium hypochlorite on the regular product but
28 exclude the percentage from the splashless variety is also a major cause for concern.

29 28. There are two primary types of Clorox bleach:

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29. The one on the left is regular Clorox and the one on the right is their “splashless” version. Note how similar the labels are.

30. However, being “splashless” is not the only difference between the two products. Only on the back of the label, in small print, does the company disclose the following about the splashless product:



31. While the exact amount of the disinfectant, sodium hypochlorite, is stated on the regular product, it is conspicuously missing on the splashless variety.

CLASS ALLEGATIONS

32. Plaintiff sues on her own behalf and on behalf of a Class for injunctive relief, damages, and all other available relief under Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil Procedure. The Class is preliminarily defined as: all persons residing in the United States who purchased Splash-Less Clorox during the applicable statute of limitations.

33. Plaintiff reserves the right to amend or modify the Class definition with greater specificity or division into subclasses after having had an opportunity to conduct discovery.

34. Excluded from the Class are the officers and directors of Defendant, members of the immediate families of the officers and directors of Defendant, and its legal representatives, heirs,

1 successors or assigns and any entity in which Defendant has or has had a controlling interest. Also
2 excluded are all federal, state, and local government entities; and any judge, justice or judicial
3 officer presiding over this action and the members of their immediate families and judicial staff.

4 35. Plaintiff does not know the exact size of the Class, since such information is in the
5 exclusive control of Defendant. Plaintiff believes, however, that based on the publicly available
6 data concerning The Clorox Company's customers in the United States, the Class encompasses
7 thousands of individuals. Accordingly, the members of the Class are so numerous that joinder of
8 all such persons is impracticable.

9 36. Plaintiff anticipates providing appropriate notice to each Class Member, in compliance
10 with all applicable federal rules.

11 37. Plaintiff is an adequate class representative. Her claims are typical of the claims of the
12 Class and do not conflict with the interests of any other members of the Class. Plaintiff and the
13 other members of the Class were subject to the same or similar conduct engineered by Defendant.
14 Further, Plaintiff and members of the Class sustained substantially the same injuries and damages
15 arising out of Defendant's conduct.

16 38. Plaintiff will fairly and adequately protect the interests of all Class Members. Plaintiff
17 has retained competent and experienced class action attorneys to represent her interests and those
18 of the Class.

19 39. Questions of law and fact are common to the Class and predominate over any questions
20 affecting only individual Class Members, and a class action will generate common answers which
21 are apt to drive the resolution of this action. These questions include whether it was deceptive or
22 unfair to fail to adequately inform consumers that its Splash-Less Clorox Bleach (the "Product")
23 was unsuitable for disinfecting.

24 40. A class action is superior to all other available methods for resolving this controversy
25 because i) the prosecution of separate actions by Class Members will create a risk of adjudications
26 with respect to individual Class Members that will, as a practical matter, be dispositive of the
27 interests of the other Class Members not parties to this action, or substantially impair or impede
28 their ability to protect their interests; ii) the prosecution of separate actions by Class Members will
create a risk of inconsistent or varying adjudications with respect to individual Class Members,
which will establish incompatible standards for Defendant's conduct; iii) Defendant has acted or
refused to act on grounds generally applicable to all Class Members; and iv) questions of law and
fact common to the Class predominate over any questions affecting only individual Class Members.

1 41. Further, there are numerous issues that are also appropriately resolved on a class-wide
2 basis under FED. R. CIV. P. 23(c)(4), including without limitation whether it was deceptive or
3 unfair for The Clorox Company to misrepresent the disinfecting capabilities of Splash-Less Bleach.
4 Accordingly, this action satisfies the requirements set forth under FED. R. CIV. P. 23(a), 23(b),
5 and 23(c)(4).

6 **CHOICE OF LAW ALLEGATIONS**

7 42. The State of California has sufficient contacts to class members' claims such that
8 uniform application of California law to those claims is appropriate.

9 43. The Clorox Company has been headquartered in Oakland, California throughout the
10 applicable statute of limitations, does substantial business in California, large portion of the class
11 is located in California, and all the core decisions that gave rise to class members' claims were
12 made from California.

13 44. The State of California also has a strong regulatory interest in applying its law to all
14 class members' claims. California's consumer protection law, in particular, is designed to preserve
15 a business climate in California free of unfair and deceptive practices. If California were only able
16 to address unfair business conduct when the injured consumer resides in California, that consumer
17 protection law would be largely ineffective at regulating companies who do business in all fifty
18 states. Violators would be able to keep the vast majority of their ill-gotten gains (all those obtained
19 from non-California consumers), leaving California-based companies like The Clorox Company
20 undeterred from engaging in similar conduct in the future.

21 **FIRST CAUSE OF ACTION**

22 **Violations of the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750**

23 45. Plaintiff incorporates all preceding factual allegations as if fully set forth here.

24 46. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class.

25 47. Plaintiff and each member of the Class are consumers who purchased Splash-Less
26 Bleach from Defendant for personal, family, or household purposes.

27 48. Plaintiff and the Class are "consumers" as that term is defined by the California
28 Consumers Legal Remedies Act (the "CLRA") in Cal. Civ. Code § 1761(d).

49. Defendant's sales of its product to Plaintiff and Class members are a "service" within
the meaning of Cal. Civ. Code § 1761(b).

1 50. Defendant's actions, representations, and conduct are covered by the CLRA, because
2 they extend to transactions that intended to result, or which have resulted in, the sale of services to
3 consumers.

4 51. Defendant sold the Product to Plaintiff and the Class members without adequately
5 disclosing the product was not suitable for disinfecting.

6 52. Cal. Civ. Code § 1770(a)(5), prohibits "[r]epresenting that goods or services have
7 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not
8 have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she
9 does not have." By engaging in the conduct set forth herein, Defendant violated and continues to
10 violate CLRA Section 1770(a)(5), because Defendant's conduct constitutes unfair methods of
11 competition and unfair or fraudulent acts or practices, in that Defendant misrepresents the particular
12 characteristics, benefits and quantities of its services.

13 53. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or services are of a
14 particular standard, quality, or grade, or that goods are of a particular style or model, if they are of
15 another. By engaging in the conduct set forth herein, Defendant violated and continues to violate
16 CLRA Section 1770(a)(7), because Defendant's conduct constitutes unfair methods of competition
17 and unfair or fraudulent acts or practices, in that Defendant misrepresents the particular standard,
18 quality or grade of its services.

19 54. Cal. Civ. Code § 1770(a)(9) prohibits "[a]dvertising goods or services with intent not to
20 sell them as advertised." By engaging in the conduct set forth herein, Defendant violated and
21 continues to violate Section 1770(a)(9), because Defendant's conduct constitutes unfair methods
22 of competition and unfair or fraudulent acts or practices, in that Defendant advertises services with
23 the intent not to sell the services as advertised.

24 55. Cal. Civ. Code § 1770(a)(14) prohibits "[r]epresenting that a transaction confers or
25 involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by
26 law." By engaging in the conduct set forth herein, Defendant violated and continues to violate
27 CLRA Section 1770(a)(14), because Defendant's conduct constitutes unfair methods of
28 competition and unfair or fraudulent acts or practices, in that Defendant misrepresents the rights,
remedies, and obligations of its services.

56. Cal. Civ. Code § 1770(a)(16) prohibits "[r]epresenting that the subject of a transaction
has been supplied in accordance with a previous representation when it has not." By engaging in
the conduct set forth herein, Defendant violated and continue to violate CLRA Section 1770(a)(16),

1 because Defendant’s conduct constitutes unfair methods of competition and unfair or fraudulent
2 acts or practices, in that Defendant misrepresents that its product has been supplied in accordance
3 with its previous representations when they have not.

4 57. Plaintiff and the Class acted reasonably when they purchased the Product from
5 Defendant on the belief that Defendant’s representations were true and lawful.

6 58. Plaintiff and the Class suffered injuries caused by Defendant because (a) they would not
7 have purchased the Product from The Clorox Company absent Defendant’s representations
8 regarding the Splash-Less bleach as a disinfectant; (b) they paid a price premium for the Product
9 they purchased from Defendant based on Defendant’s misrepresentations; and (c) Defendant’s
10 Splash-Less Bleach sales did not have the characteristics, benefits, or quantities as -consumers were
11 led to believe.

12 59. In accordance with Cal. Civ. Code § 1780(a), Plaintiff and the Class seek injunctive and
13 equitable relief for Defendant’s CLRA violations. Plaintiff has mailed an appropriate demand letter
14 consistent with California Civil Code § 1782(a). If Defendant fails to take corrective action within
15 30 days of receipt of the demand letter, Plaintiff will amend her complaint to include a request for
16 claims for actual, punitive, and statutory damages, as appropriate.

17 **SECOND CAUSE OF ACTION**

18 **Violations of the California Unfair Competition Law,
19 Cal. Bus. & Prof. Code § 17200**

20 60. Plaintiff incorporates all preceding factual allegations as if fully set forth here.

21 61. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class.

22 62. Cal. Bus. & Prof Code § 17200, et seq. (the “UCL”) prohibits acts of “unfair
23 competition,” including any unlawful, fraudulent, or unfair business acts or practices.

24 63. Under the “unlawful” prong of the UCL, a violation of another law is treated as unfair
25 competition and is independently actionable.

26 64. Defendant committed unlawful practices because it violated *inter alia* Section 5 of the
27 Federal Trade Commission Act, 15 U.S.C. § 45(a), which declares unlawful unfair and deceptive
28 acts or practices in or affecting commerce. Defendant’s conduct as alleged herein is both unfair and
deceptive.

65. Defendant also committed unlawful practices because it violated *inter alia* the
Consumers Legal Remedies Act, the False Advertising Law, and other applicable law as described
herein.

1 75. Defendant mislead consumers regarding the Splash Less Product as having the
2 disinfecting capabilities of bleach and/or without adequately disclosing that it was not suitable for
3 sanitizing or disinfecting. Defendant's advertisements and omissions were made in and originated
4 from California and fall within the definition of advertising as contained in the FAL in that
5 advertisements were intended to induce consumers to purchase the Product from The Clorox
6 Company. Defendant knew that those advertisements and omissions were false and misleading.

7 76. Defendant's advertising regarding the Product's disinfecting capabilities was false and
8 misleading to a reasonable consumer, including Plaintiff.

9 77. Defendant violated the FAL by misleading Plaintiff and the Class to believe that its
10 bleach products had disinfecting capabilities.

11 78. Defendant knew or should have known, through the exercise of reasonable care, that its
12 advertisements about its Splash-Less Bleach product were misleading.

13 79. Plaintiff and the Class lost money or property as a result of Defendant's FAL violations
14 because (a) they would not have the Product absent Defendant's misrepresentations; (c) they paid
15 a price premium for the Product based on Defendant's misrepresentations; and (d) Defendant's
16 Product did not have the characteristics, benefits, or quantities as consumers were led to believe.

17 **FOURTH CAUSE OF ACTION**

18 **Negligent Misrepresentation**

19 80. Plaintiff incorporates all preceding factual allegations as if fully set forth here.

20 81. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class.

21 82. Defendant misrepresented that Splash-Less Bleach has disinfecting capabilities.
22 However, this diluted version of Defendant's bleach product does not.

23 83. At the time Defendant made these representations, Defendant knew or should have
24 known that these representations were false or made them without knowledge of their truth or
25 veracity.

26 84. Defendant also negligently misrepresented and/or negligently omitted material facts
27 about the Product's disinfecting capabilities.

28 85. The negligent misrepresentations and omissions made by Defendant, upon which
Plaintiff and the Class reasonably and justifiably relied, were intended to induce and actually
induced Plaintiff and the Class to purchase the Product from Defendant.

86. Plaintiff and the Class would not have purchased the Product from Defendant if the true
facts had been known.

1 87. The negligent actions of Defendant caused damage to Plaintiff and the Class members,
2 who are entitled to damages and other legal and equitable relief as a result.

3 **FIFTH CAUSE OF ACTION**

4 **Unjust Enrichment**

5 88. Plaintiff incorporates all preceding factual allegations as if fully set forth here.

6 89. Plaintiff brings this claim on her own behalf and on behalf of each member of the Class.

7 90. As a result of its unjust conduct, Defendant has been unjustly enriched.

8 91. By reason of Defendant's wrongful conduct, Defendant has benefited from improper
9 receipt of funds, and under principles of equity and good conscience, Defendant should not be
10 permitted to keep this money.

11 92. As a result of Defendant's conduct it would be unjust and/or inequitable for Defendant
12 to retain the benefits of its conduct without restitution to Plaintiffs and the Class. Accordingly,
13 Defendant must account to Plaintiff and the Class for its unjust enrichment.

14 **REQUEST FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of herself and the class of similarly situated individuals,
16 requests that the Court:

17 a) Issue an order certifying the Class defined above, appointing the Plaintiff as Class
18 Representative, and designating the undersigned firms as Class Counsel;

19 b) Find that Defendant has committed the violations of law alleged herein;

20 c) Render an award of compensatory damages in an amount which is to be determined at
21 trial;

22 d) Issue an injunction or other appropriate equitable relief requiring Defendant to refrain
23 from engaging in the deceptive practices alleged herein;

24 e) Declare that Defendant has committed the violations of law alleged herein;

25 f) Render an award of punitive damages;

26 g) Enter judgment including post and prejudgment interest, costs and expenses, reasonable
27 attorneys' fees; and

28 h) Grant all such other relief as the Court deems appropriate.

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JURY DEMAND

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

DATED: August 14, 2020

Respectfully submitted,

/s/ Daniel S. Levinson
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