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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

NICOLE KRAUSE-PETTAI, SCOTT GRIMM, STEVE TABU LANIER, CHRISTY STEVENS, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

UNILEVER UNITED STATES, INC., a corporation; and DOES 1-10, inclusive,

Defendants.

CASE NO. '20CV1672 BEN BLM

CLASS ACTION COMPLAINT FOR:

1. Violation of California Consumers Legal Remedies Act (CLRA)
2. Violation of California False Advertising Law (FAL)
3. Violation of California Unfair Competition Law (UCL)
4. Unjust Enrichment
5. Breach of Implied Warranty
6. Negligent Misrepresentation Civ. C. §§ 1709, 1710, 1711 & 1714
7. Fraud and Deceit

JURY TRIAL DEMANDED

Plaintiffs NICOLE KRAUSE-PETTAI, SCOTT GRIMM, STEVE TABU LANIER, and CHRISTY STEVENS (“Plaintiffs”), by and through their undersigned counsel, bring this action, on behalf of themselves in their individual capacity and a class of all other similarly situated consumers, against Defendants UNILEVER UNITED STATES, INC. and DOES 1-10, inclusive (“Defendants”), allege as follows:

NATURE OF THE ACTION

1
2 1. Plaintiffs bring this action on behalf of themselves and on behalf of all others
3 similarly situated. The class that Plaintiffs seek to represent is composed of all consumers in
4 California during the relevant times set forth in this Complaint who purchased any solid stick
5 style antiperspirant and/or deodorant product, whether marketed for men or women, and
6 purchased from any source, whether retail, wholesale, mail order, Internet etc., under the brand
7 names of Degree, Dove and Axe (the “Products”) and placed into the stream of commerce by
8 Defendant Unilever United States, Inc. (“Defendant” or “Unilever”).

9 2. It is hereby alleged that the packaging containing the antiperspirant and/or
10 deodorant was fraudulent and misleading because the packaging had a significant amount
11 (approximately 40%) of “nonfunctional slack fill.” This slack fill was not perceptible to the
12 consumer due to the opaque coloring of the packaging and because of the almost imperceptible
13 labeling of the weight of the deodorant, each and/or both of which purposefully mislead
14 consumers into believing they were getting much more volume of deodorant than the size of the
15 package portrayed.

16 3. This misleading packaging was an inducement for consumers to buy these
17 Products as compared to competitor’s products, and in fact, consumers relied upon the size of the
18 packaging as a gauge to how much product they were receiving. The misleading packaging did
19 induce Plaintiffs and the putative class members to purchase the Products because they believed
20 they were getting more product than was actually in the package.

21 4. Defendant knew they were misleading consumers in this way and did it
22 purposefully to mislead in order to gain a larger market share for the Products.

23 5. The general definition of non-functional slack fill is when a container that does
24 not allow the consumer to fully view its contents shall be considered to be filled as to be
25 misleading if it contains nonfunctional slack-fill. Slack-fill is the difference between the actual
26 capacity of a container and the volume of product contained therein. Nonfunctional slack-fill is
27 the empty space in a package that is filled to less than its capacity.

28 6. “Slack filling . . . is an unlawful trade practice. For a seller to package goods in

1 containers which unknown to the consumer are appreciably oversized, or in containers so shaped
2 as to create the optical illusion of being larger than conventionally shaped containers of equal or
3 greater capacity, is as much a deceptive practice, and an unfair method of competition, as if the
4 seller was to make an explicit false statement of the quantity or dimension of his goods. . . .”
5 (*Hobby Industry Assc. v. Younger* (1980) 101 CA3d 358, 367 citing, *Papercraft Corp.* (1963) 63
6 F.T.C. 1965, 1992; *Burry Biscuit Corp.* (1941) 33 F.T.C. 89; and *Marlborough Laboratories Inc.*
7 (1941) 32 F.T.C. 1014.)

8 7. Plaintiffs bring this action, on behalf of themselves and all others similarly
9 situated, allege violations of the FAL (*Cal. Bus. & Prof. Code* § 17500, et seq.) for injunctive
10 relief to restore to any person in interest any money which was acquired in violation of FAL;
11 violations of the UCL (*Cal. Bus. & Prof. Code* § 17200 et seq.) for disgorgement of profits
12 restitution and injunctive relief to enjoin defendants from engaging in this unlawful marketing
13 scheme; violations of the CLRA (*California Civil Code* § 1750, et seq.) for actual damages and
14 punitive damages; Unjust Enrichment for restitution and/or disgorgement of profits; Breach of
15 Implied Warranty for damages; Negligent Misrepresentation (*California Civil Code* §§ 1709,
16 1710, 1711 & 1714) for damages; and Fraud & Deceit (*California Civil Code* §§ 1709, 1710,
17 1711 & 1714) for damages and punitive damages.

18 **JURISDICTION**

19 8. This Court has subject matter jurisdiction pursuant to the Class Action Fairness
20 Act, 28 U.S.C. §§ 1332(d)(2) & (6), as the matter in controversy exceeds \$5,000,000.00, exclusive
21 of interest and costs; as the action involves 100 or more class members; and at least one member
22 of the Plaintiff class is a citizen of a State different from at least one Defendant.

23 9. This Court has personal jurisdiction over Unilever United States, Inc., because it
24 purposefully availed itself of the privilege of conducting business activities within this District by
25 placing in the stream of commerce the Products for sale within the State of California, and it has
26 generally maintained systematic and continuous business contacts with California.

27 10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) & (c) as many of
28 the acts complained of herein occurred in this District and gave rise to the claims alleged and

1 Unilever United States, Inc. conducts business in this District. In addition, at least two of the
2 individual and Class Representative Plaintiffs reside within this District and purchased products
3 while residing in this District.

4 **PARTIES**

5 ***Plaintiffs***

6 11. Plaintiff Nicole Krause-Pettai is an individual consumer and a resident of San
7 Diego County, California. On multiple times during the class period, Nicole Krause-Pettai
8 purchased, for her personal use, Dove “Go Fresh” stick antiperspirant & deodorant from various
9 retailers in San Diego County. Although she could not see how much product was contained in
10 the package because the package was opaque, she always chose the Dove brand of stick deodorant
11 because from the larger size of the Dove package it appeared that she was getting more product
12 for a similar price as compared to other brands of stick deodorant which were in smaller packages
13 she saw displayed in stores. As a result of seeing the larger package, she thought she was getting
14 a better deal with the Dove product versus other brands. The illusion of a better deal induced her
15 purchases of the Defendants’ product. Nicole Krause-Pettai’s most recent purchase of Dove “Go
16 Fresh” stick antiperspirant & deodorant was made in late September 2017 from the retailer
17 Walmart in San Diego for the price of approximately \$5.00 for a single unit.

18 12. Plaintiff Scott Grimm is an individual consumer and a resident of Orange County,
19 California. A few times during the class period, Scott Grimm purchased, for his personal use,
20 Men Degree Motion Sense “Everest” and “Sport Defense” stick antiperspirant & deodorant from
21 various retailers in Orange County. Although he could not see how much product was contained
22 in the package because the package was opaque, he always chose the Degree brand of stick
23 antiperspirant because from the larger size of the Degree package it appeared that he was getting
24 more product for a similar price as compared to other brands of stick antiperspirant which were
25 in smaller packages he saw displayed in stores. As a result of seeing the larger package, he
26 thought he was getting a better deal with the Degree product versus other brands. The illusion of
27 a better deal induced his purchases of the Defendants’ product. Scott Grimm’s most recent
28 purchase of Men Degree stick antiperspirant was a 5-pack from the retailer Costco in Laguna

1 Niguel for the price of approximately \$14.00 and purchased in late August 2017.

2 13. Plaintiff Steve Tabu Lanier is an individual consumer and a resident of San Diego
3 County, California. Several times during the class period, Steve Tabu Lanier purchased, for his
4 personal use, Axe Antiperspirant Stick for Men, “Dark Temptation” from various retailers in San
5 Diego County. Although he could not see how much product was contained in the package
6 because the package was opaque, he always chose the Axe brand of stick antiperspirant because
7 from the larger size of the Axe package it appeared that he was getting more product for a similar
8 price as compared to other brands of stick antiperspirant which were in smaller packages he saw
9 displayed in stores. As a result of seeing the larger package, he thought he was getting a better
10 deal with the Axe product versus other brands. The illusion of a better deal induced his purchases
11 of the Defendants’ product. Steve Tabu Lanier’s most recent purchase of Axe Antiperspirant
12 Stick for Men, “Dark Temptation” was made in mid-June 2017 from the retailer Walmart in San
13 Diego for the price of about \$4.00 for a single unit.

14 14. Plaintiff Christy Stevens is an individual consumer and a resident of Sacramento
15 County, California. During the class period, on several occasions Christy Stevens purchased, for
16 her personal use, Degree Women Antiperspirant Deodorant Stick “Shower Clean” from various
17 retailers in Sacramento County. Although she could not see how much product was contained in
18 the package because the package was opaque, she always chose the Degree brand of stick
19 antiperspirant because from the larger size of the Degree package it appeared that she was getting
20 more product for a similar price as compared to other brands of stick antiperspirant which were
21 in smaller packages she saw displayed in stores. As a result of seeing the larger package, she
22 thought she was getting a better deal with the Degree product versus other brands. The illusion
23 of a better deal induced her purchases of the Defendants’ product. Christy Stevens’ most recent
24 purchase of Degree Women Antiperspirant Deodorant Stick “Shower Clean” was made in late
25 July 2017 from the retailer Walgreens in Sacramento for the price of about \$5.00 for a single unit.

26 ***Defendants***

27 15. Plaintiffs are informed and believe, and based thereon alleges, that Defendant
28 Unilever United States, Inc. is part of an international company, the Unilever Group, which

1 consists of two parent companies, Unilever NV and Unilever PLC, together with their group
2 companies, and operate as a single economic entity. NV and PLC and their group companies
3 constitute a single reporting entity for the purposes of presenting consolidated accounts.
4 Accordingly, the accounts of the Unilever Group are presented by both NV and PLC as their
5 respective consolidated accounts.

6 16. Unilever NV is a public limited company registered in the Netherlands, which has
7 listings of shares and depositary receipts for shares on Euronext Amsterdam and of New York
8 Registry Shares on the New York Stock Exchange.

9 17. Unilever PLC is a public limited company registered in England and Wales which
10 has shares listed on the London Stock Exchange and, as American Depositary Receipts, on the
11 New York Stock Exchange.

12 18. The Unilever Group has company headquarters in Rotterdam, Netherlands,
13 London, England and the United States. The portion of the Unilever Group in the United States
14 is called Unilever United States, Inc., It is a corporation headquartered and located at 800 Sylvan
15 Avenue, Englewood Cliffs, NJ 07632, incorporated within the State of Delaware with entity
16 number 0842944, and registered with the New Jersey Secretary of State with entity number
17 0100400419.

18 19. In the United States, Unilever places its products into the stream of commerce to
19 be sold directly to consumers by various marketing channels including retail stores, big box stores
20 (e.g. Costco), drug stores, Internet (e.g. Amazon), etc., in all fifty States.

21 20. In the financial year ended 31 December 2013, Unilever had worldwide sales of
22 €49.797 billion (approximately \$68 billion) of which 36% was from Personal Care products.
23 Unilever owns over 400 brands and its products are available in 190 countries.

24 21. In April 2011, Unilever was fined €104 million (approximately \$150 million) by
25 the European Commission for establishing a price-fixing cartel in Europe.

26 22. The true names and capacities, whether individual, corporate, associate or
27 otherwise of Defendant DOES 1 through 10, inclusive, are unknown to Plaintiffs at this time.
28 Plaintiffs will amend this Complaint to show their true names and capacities once they are

1 ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of said
2 fictitious defendants are responsible in some manner for the acts and occurrences set forth herein,
3 and that the injuries and damages alleged herein were and are the direct and proximate result of
4 the actions of these defendants. Plaintiffs make all allegations contained in this Complaint against
5 Defendants, and each of them, including DOES 1 through 10, inclusive

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

13 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants, at
14 all times herein mentioned, were the partners, joint venturers, subsidiaries, successors in interest,
15 managing agent, merged entities, agents, alter egos, part of a jointly owned, managed, and/or
16 operated business enterprise, and/or employees of each other Defendant and in doing the acts,
17 omissions, and things alleged herein were acting as such and within the scope of their authority
18 as such agents and employees and with the permission and consent of all other Defendants.
19 Plaintiffs are informed and believe, and based thereon allege, that Defendants have, and at all
20 times herein mentioned had, a joint economic and business interest, goal and purpose in the
21 Unilever line of products that are the subject of this lawsuit.

22 **FACTUAL ALLEGATIONS**

23 25. Unilever is an International Company, with its United States Division
24 headquartered and incorporated in the State of New Jersey. Unilever is organized into four main
25 divisions: Personal Care; Foods; Refreshments; and Home Care. The Products subject to this
26 Complaint are within the division of Personal Care. The Products subject to this Complaint are
27 defined as any stick style antiperspirant and/or deodorant product, whether marketed for men or
28 women, under the brand names of Degree, Dove and/or Axe and placed into the stream of

1 commerce by Defendant to be sold directly to consumers by various marketing channels including
2 retail stores, big box stores (e.g. Costco), drug stores, Internet (e.g. Amazon), etc. in all and each
3 of the fifty states of the United States.

4 26. Representative Plaintiff Grimm has purchased Defendant's Products from
5 different sources (Costco, drug stores etc.) for a couple of years. The specific product purchased
6 by Plaintiff was the stick antiperspirant & deodorant "Degree" for men. At the time of his
7 purchases, although he could not see how much product was contained in the package due to the
8 opaque color of the package, Plaintiff Grimm always believed that the size of the packaging of
9 Defendant's product was full of the deodorant and thus represented the quantity or volume of the
10 product he was purchasing. Because of the opaque coloring of the packaging containing the
11 deodorant, Plaintiff was never aware at the time of purchase that there was empty space at the
12 bottom of the package known as nonfunctional slack-fill. Plaintiff's most recent purchase of
13 Defendant's product was made at Costco in March 2017.

14 27. When shopping for stick antiperspirant, Plaintiff Grimm noticed that the
15 competitors' stick antiperspirant, of similar pricing, were in smaller packages, with the same twist
16 bottom delivery system. The competitors' packaging was not opaque and thus he was able to see
17 that the package was completely full of product. Because of the larger packaging with the Degree
18 product, Plaintiff Grimm concluded that he was getting more product for a similar price as
19 compared to the competitors' products, and it was this larger packaging, which induced him to
20 purchase the Degree product versus the competitors.

21 28. Then, later in 2017 Plaintiff Grimm removed from his cabinet a new and unopened
22 stick deodorant of Degree for Men (Everest), and when he did this, it was late afternoon and the
23 sun was shining through the window while he removed the top and the sun was shining on the
24 packaging of the product. It was at this time, Plaintiff noticed something he never noticed before,
25 which was at the bottom of the packaging an odd and off color. That being odd, and since the
26 new package felt top heavy, he started to examine the package more closely, which resulted in
27 Plaintiff Grimm shining intense light onto the product in order to attempt to see through the mostly
28 opaque off white coloring.

1 29. What Plaintiff Grimm discovered was that from the bottom of the packaging
2 (which started above the twisting device), until he reached the plunger (which was required to
3 push the deodorant up through the packaging for delivery), there was a significant amount of
4 empty space. This empty space was not present in the competitors packaging when he looked at
5 them in the store. Plaintiff then examined the top cover and found that there was some
6 nonfunctional empty space at the top of the packaging too. Plaintiff then measured the packaging
7 (not including the twisting device at the bottom required for functionality), which should only be
8 representative of what contained the product, and that measured at 5 inches. Then he measured
9 the amount of product (deodorant) filled within the package (including the plunger which is
10 required for functionality) and that measured 3 inches. Thus, the nonfunctional slack-fill
11 represented about 40% of the size of the packaging. He then concluded that there was no practical
12 reason for the empty space other than for deceptive marketing practices.

13 30. Plaintiff Grimm, now being curious, followed up on his finding and examined
14 another, but different, new Degree deodorant package (Sport Defense). The black opaque
15 coloring of this package made it impossible to be able to see the contents on the inside no matter
16 how much light was shown upon it, so he decided to cut it open and found the same empty space
17 at the bottom. The other thing he noticed about the labeling on the Degree product was that it
18 was very difficult for him to find the net weight of the product. On one product (Everest) the
19 print was extremely small and on a different Degree product (Sport Defense) the net weight was
20 incorporated as part of the graphic design of the label making finding the information very
21 difficult.

22 31. Continuing his curiosity, Plaintiff Grimm decided to go to a local drug store and
23 more closely compare competitors' products. First, Plaintiff noticed in the competitors' products
24 that the net weight labeling, although small, was in a larger font size than Defendants and much
25 more easily readable and easily found on the label. Next Plaintiff noticed that the average size of
26 the competitor's packaging (just the portion containing the deodorant) was smaller; in that
27 Defendant's package was 5 inches while the competitors were 3 ½ to 4 inches. The next thing
28 Plaintiff noticed was that in these smaller packages of the competitors, the weight of the product

1 was 2.7 oz., (for the 3 ½ inch size package) to 3 oz., (for the 4 inch size package), whereas
2 Defendant's was 2.7 oz. (in the 5 inch size package). Lastly, Plaintiff picked up packaging of two
3 competitors (Gillette and Right Guard), both with the same delivery mechanisms as in
4 Defendant's packaging, and both of these packages were clear, allowing him to easily see how
5 much product was in the packaging and there was no slack-fill at the bottoms of the packages
6 demonstrating to him there was no functional reason to have empty space at the bottom of the
7 Defendant's packaging and he felt Defendant's packaging deceived him into thinking he was
8 getting more product than he was, as compared the Defendant's competitors, and thus induced
9 him into buying Defendant's products instead of the competitors.

10 32. Representative Plaintiffs Krause-Pettai, Tabu Lanier, and Stevens have purchased
11 Defendant's Products from different retail sources for a couple of years. The specific products
12 purchased by Plaintiffs were the stick antiperspirant & deodorant "Dove" "Degree" and "Axe."
13 At the time of their purchases, although they could not see how much product was contained in
14 the package due to the opaque color of the package, Plaintiffs Krause-Pettai, Tabu Lanier, and
15 Stevens believed that the size of the packaging of Defendant's product was full of the deodorant
16 and thus represented the quantity or volume of the product they were purchasing. Because of the
17 opaque coloring of the packaging containing the antiperspirant & deodorant, Plaintiffs were never
18 aware at the time of purchase that there was empty space at the bottom of the package known as
19 nonfunctional slack-fill. Plaintiffs' most recent purchases of Defendant's product were made
20 2017.

21 33. When shopping for stick antiperspirant & deodorant, Plaintiffs Krause-Pettai,
22 Tabu Lanier, and Stevens noticed that the competitors' stick antiperspirant, of similar pricing,
23 were in smaller packages, with the same twist bottom delivery system, and that the packaging
24 was not opaque, allowing them to see that the product filled the entire container. Because of the
25 larger packaging with the Dove, Degree and Axe products, Plaintiffs concluded that they were
26 getting more product for a similar price as compared to the competitors' products, and it was this
27 larger packaging, which induced them to purchase the Defendant's products versus the
28 competitors.

1 34. After some time of use, Plaintiffs Krause-Pettai, Tabu Lanier, and Stevens all
2 noticed that even when the Defendant’s product was brand new and supposedly filled to capacity,
3 that the products were top-heavy and easily toppled over when placed upon the bathroom counter
4 in a similar manner as when the products were almost depleted. As a result, they all concluded
5 this could only be the result of there being empty space at the bottom of the packages. Thereafter,
6 Plaintiffs made note of the net weight of the product (which they eventually found in small print)
7 and compared this net weight, to the net weight of the competitors’ products in the smaller
8 packaging with the same delivery system, and found that the net weight was the same. Plaintiffs
9 then concluded that Defendant’s packaging deceived them into thinking they were getting more
10 product than they were.

11 35. All of the Defendants’ Products (being stick antiperspirant & deodorant under the
12 brand names of Degree, Dove and Axe, under all sub-brand names for both men and women)
13 contain significant hidden nonfunctional slack fill and are deceptively labeled.

14 36. Because there is no functional reason for the empty space at the bottom of
15 Defendant’s product packaging and that they knowingly hid this empty space from the consumer
16 utilizing opaque packaging, Defendant was well aware that they were putting these products into
17 the stream of commerce with illegal slack fill.

18 37. Given that Defendant’s filing with the United States SEC stated that they
19 acknowledged they were subject to all of the laws of the United States and of the individual States
20 in which they marketed all of their products, Defendants were well aware that such packaging,
21 for the “products” subject to the Complaint was fraudulent, a deceptive business practice and false
22 advertising.

23 38. Defendant knew and were well aware that if they marketed their “products” in a
24 package much larger than necessary for functionality, that the consumer would think at the time
25 of purchase they were getting more volume of deodorant than they really purchased, and thus not
26 only deceiving the consumer, but also getting a market edge on their competitors.

27 39. By Defendant knowingly and purposefully obscuring from the consumer just how
28 much deodorant they were purchasing by providing non-functional slack fill in their opaque

1 packaging and by obscuring the label listing the weight of the product, Defendant was knowingly
2 and purposefully misleading and defrauding consumers into thinking they were purchasing more
3 volume of deodorant than was actually the truth, and Plaintiffs and the putative class of consumers
4 relied upon these misleading, fraudulent representations as an inducement to purchase
5 Defendant's products.

6 40. Because of the deceptions used by Defendant, (slack fill, opaque packaging and
7 blurred labeling), Plaintiffs and all other consumers were deceived into making the purchases they
8 did, and they relied upon the Defendant's deceptive packaging to make their choices as to what
9 product to purchase.

10 41. Both State of California law and Federal law have declared this type of advertising,
11 for non-food products, described in this Complaint, which Defendant has engaged in concerning
12 the marketing of its "products," as false advertising, a fraudulent business practice, misleading
13 and deceptive to consumers.

14 42. First, *California Business and Professions Code* § 12606 states in pertinent part,
15 “, (a) No container wherein commodities are packed shall have a false bottom, false sidewalls,
16 false lid or covering, or be otherwise so constructed or filled, wholly or partially, as to facilitate
17 the perpetration of deception or fraud. (b) No container shall be made, formed, or filled as to be
18 misleading. A container that does not allow the consumer to fully view its contents shall be
19 considered to be filled as to be misleading if it contains nonfunctional slack fill. Slack fill is the
20 difference between the actual capacity of a container and the volume of product contained therein.
21 Nonfunctional slack fill is the empty space in a package that is filled to substantially less than its
22 capacity.¹” *California Health & Safety Code* §110375 states the same thing as *Business and*
23 *Professions Code* § 12606, for among other things for all “foods, drugs, devices, or cosmetics.”
24 Furthermore, *California Health & Safety Code* § 110290 & 110295 specifically provide that the
25 weight of the product must be legible on a label.

26
27
28 ¹ This code then goes on to list several exceptions which if proven by a defendant could then
declassify the slack fill from nonfunctional to functional. However, under the facts contained
herein this Complaint, Defendants do not qualify for any of the exceptions.

1 through further investigation and/or discovery, the foregoing definition of the Classes may be
2 expanded or narrowed. The proposed Classe is defined as follows:

3 All individual consumer residents of California who purchased Defendants’ “products”
4 (whereas “products” is defined within paragraph 30 of this Complaint) within the
5 applicable statutory limitations period, including the period following the filing of the date
6 of this action.

7 Specifically excluded from this Class is Defendant; the officers, directors, or employees of
8 Defendant; any entity in which Defendant has a controlling interest; and any affiliate, legal
9 representative, heir, or assign of Defendant. Also excluded are any federal, state, or local
10 governmental entities, any judicial officer presiding over this action and the members of his or
11 her immediate family and judicial staff, and any juror assigned to this action.

12 47. Plaintiffs propose that this case should be maintained as a class action under Fed.
13 R.Civ.P. 23 because it meets the requirements of Fed. R.Civ.P. 23(a) and also satisfies Fed.
14 R.Civ.P. 23(b)(3). Plaintiffs also believe this case could be certified under Fed. R.Civ.P. 23(b)(1),
15 23(b)(2), and 23(c)(4). Without prejudice to raising alternative arguments for certification under
16 either Fed. R.Civ.P. 23(b)(1), 23(b)(2) and 23(c)(4), the following facts, amongst others,
17 demonstrate that this case is entitled to be maintained under Fed. R.Civ.P. 23(a) and 23(b)(3).

18 48. **Numerosity**: The members of the Class are so numerous that joinder of all
19 members would be unfeasible and not practicable. The total membership of the Class is unknown
20 to Plaintiffs at this time; however, it is estimated that the there are more than one thousand (1,000)
21 individuals in the Class. The identity of such membership is readily ascertainable via inspection
22 of Defendants’ books and records or other approved methods. Similarly, Class members may be
23 notified of the pendency of this action by mail, email, internet postings, and/or publication.

24 49. **Commonality**: Common questions of law and fact exist as to all members of the
25 Class. These common questions predominate over any questions affecting only individual Class
26 Members. These common legal and factual questions include, but are not limited to:

27 a) Whether Defendants included non-functional slack fill within their
28 product packaging;

1 b) Whether Defendants’ labeling made it difficult for consumers to
2 determine the net weight of the product;

3 c) Whether Defendants’ practices are deceptive or likely to deceive
4 reasonable consumers;

5 d) Whether Defendants’ conduct is unethical, oppressive, unscrupulous,
6 and/or substantially injurious to consumers;

7 e) Whether Defendants’ acts and practices in connection with the
8 promotion, marketing, advertising, packaging, labeling, distribution, and sale of the Products
9 violated the laws alleged herein;

10 f) Whether Plaintiffs and Class are entitled to injunctive and other equitable
11 relief;

12 g) Whether Defendants were unjustly enriched by their conduct; and

13 h) Whether Plaintiffs and the Class have sustained monetary loss and the
14 proper measure of that loss.

15 50. **Typicality:** Plaintiffs’ claims are typical of the claims of the other members of the
16 Class because, amongst other things, Plaintiffs and all Class members were comparably injured
17 through Defendants’ misconduct at issue herein. As alleged herein, Plaintiffs, like the members
18 of the Class, purchased Products with non-functional slack fill. Plaintiffs’ claims are thereby
19 representative of and co-extensive with the claims of the Class.

20 51. **Adequacy:** Plaintiffs will fairly and adequately represent and protect the interests
21 of the members of the Class. Plaintiffs have no interests that are antagonistic to or in conflict
22 with the interests of other putative Class members and are subject to no unique defenses. Plaintiffs
23 are similarly situated in interest to all members of the putative Class and are committed to the
24 vigorous prosecution of this action and have retained competent counsel, experienced in complex
25 class action litigation. Moreover, putative Class Counsel are experienced consumer class action
26 litigators who have brought and successfully resolved and/or tried numerous consumer class
27 actions on behalf of California and nation-wide classes in state and federal courts.

28 52. **Predominance of Common Questions:** Defendants have acted, and/or refused to

1 act, on grounds generally applicable to the Class. The common questions of law set forth above
2 are numerous and substantial and stem from Defendants' practices applicable to each individual
3 Class Member. As such, these common questions predominate over individual questions
4 concerning each individual Class member.

5 53. **Superiority:** A class action is superior to all other available methods for the fair
6 and efficient adjudication of this controversy given that joinder of all members is impracticable.
7 The injury suffered by each individual Class member is relatively small in comparison to the
8 burden and expense of individual prosecution of the complex and extensive litigation necessitated
9 by Defendants' deceptive conduct. It would be virtually impossible for members of the Class
10 individually to redress effectively the wrongs done to them. Class action treatment will allow
11 those similarly situated persons to litigate their claims in the manner that is most efficient and
12 economical for those parties and the judicial system.

13 54. **Injunctive Relief Appropriate:** Injunctive relief under Rule 23(b) is necessary and
14 appropriate to require Defendants to: (a) discontinue the practice of including non-functional
15 slack fill and or obscure product weight labeling; (b) undertake an immediate public information
16 campaign to inform members of the putative Classes as to their prior practices; and (c) to correct
17 any erroneous impression consumers may have derived concerning the amount of product they
18 were purchasing, including without limitation, the placement of corrective advertising and
19 providing written notice to the public.

20 **FIRST CAUSE OF ACTION**

21 **Violation of the Consumers Legal Remedies Act**

22 **[Cal. Civ. Code §§ 1750, et seq.]**

23 55. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
24 fully set forth herein.

25 56. The Consumers Legal Remedies Act, Civil Code §§ 1750, et seq., was designed
26 and enacted to protect consumers from unfair and deceptive business practices. To this end, the
27 CLRA sets forth a list of unfair and deceptive acts and practices in Civil Code § 1770.

28 57. Plaintiffs have standing to pursue these claims because they have suffered injury

1 in fact and a loss of money and/or property as a result of the wrongful conduct alleged herein.
2 Plaintiffs would not have purchased the products or paid as much for it, if they had known the
3 truth.

4 58. Plaintiffs suffered injury in fact and a loss of money and property with each
5 purchase because they were deceived into purchasing Defendant's products as described in the
6 "Parties" paragraphs numbered 14 through 17 and the "Factual Allegation" paragraphs numbered
7 30 through 50.

8 59. Plaintiffs suffered injury in fact and a loss of money and property with each
9 purchase because they lost the opportunity to purchase and consume products that were not tied
10 to false and deceptive practices of Defendant as described in the "Parties" paragraphs numbered
11 14 through 17 and the "Factual Allegation" paragraphs numbered 30 through 50.

12 60. Plaintiff and the members of the Class are "consumers" as that term is defined by
13 Cal. Civil Code § 1761(d).

14 61. The Products marketed and sold by Defendant are "Goods" as that term is defined
15 by Cal. Civil Code § 1761(a).

16 62. Defendant is a "person" as that term is defined by Cal. Civil Code § 1761(c).

17 63. The transactions described herein are "transactions" as that term is defined by
18 Cal. Civil Code § 1761(e).

19 64. The policies, acts, and practices described in this Complaint were intended to
20 induce consumers to purchase the Products.

21 65. Defendant made representations and material omissions regarding the nature of
22 their products that they knew, or should have known, were deceptive and likely to cause
23 consumers to buy their products in reliance upon said representations.

24 66. Defendant had a duty not to mislead consumers about the amount of product they
25 were purchasing via deceptive methods as nonfunctional slack fill and obscure labeling.

26 67. Defendant's misrepresentation regarding their product packaging was material, in
27 that a reasonable person would have considered it important in deciding whether or not to
28 purchase the Products.

1 68. Defendant’s concealment, omissions, misrepresentations, and deceptive practices,
2 in violation of the CLRA, were designed to induce Plaintiffs and Class Members to purchase the
3 Products and to conceal the true value of the Products.

4 69. The business acts and practices of Defendant are unlawful, unfair and deceptive
5 within the meaning of the CLRA, because, Defendant’s actions as described in the “Parties”
6 paragraphs numbered 14 through 17 and the “Factual Allegation” paragraphs numbered 30
7 through 50 violated *California Civil Code* § 1770 (a)(4) & (5), which states, “(a) The following
8 unfair methods of competition and unfair or deceptive acts or practices undertaken by any person
9 in a transaction intended to result or which results in the sale or lease of goods or services to any
10 consumer are unlawful:... (4) Using deceptive representations ... in connection with goods or
11 services.... (5) Representing that goods or services have... quantities which they do not have.”

12 70. Defendant’s acts and practices, undertaken in transactions intended to result and
13 which did result in the purchase of their Products by consumers, violate Civil Code § 1770 and
14 caused harm to Plaintiffs and Class Members who would not have purchased (or paid as much
15 for) the products had they known the truth about the nonfunctional slack fill.

16 71. To this day, Defendant continues to engage in this conduct of using nonfunctional
17 slack fill in its products and expand its use.

18 72. In accordance with Civil Code § 1780(a), Plaintiffs and the Class and California
19 Subclass seek injunctive and equitable relief for violations of the CLRA, including restitution and
20 disgorgement.

21 73. Venue is proper pursuant to Civil Code § 1780(c) because Defendant does business
22 in the county where this action was originally filed.

23 74. On August 26, 2020, Plaintiffs mailed Defendant notice of its violations of Cal.
24 Civil Code § 1770 in accordance with Cal. Civil Code § 1782. If Defendant fails to make the
25 demanded corrections within thirty (30) days of receipt of Plaintiffs’ notice, Plaintiffs will seek
26 leave to amend the Complaint to claim damages under the CLRA

27 75. Plaintiffs and the Class further request actual damages and punitive damages,
28 pursuant to Civil Code § 1780(a); costs and attorneys’ fees pursuant to Civil Code § 1780(e) and

1 Civil Code § 1021.5; and such other relief as the Court deems necessary and proper.

2 **SECOND CAUSE OF ACTION**

3 **False and Misleading Advertising**

4 **[Bus. & Prof. Code §§ 17500 et seq.]**

5 76. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
6 fully set forth herein.

7 77. By committing the acts alleged in this Complaint, Defendants have violated Bus.
8 & Prof. Code § 17500, et seq. (FAL) Plaintiffs have standing to pursue these claims because,
9 inter alia, they have suffered injury in fact and a loss of money and/or property as a result of the
10 wrongful conduct alleged herein. Plaintiffs would not have purchased the products or paid as
11 much for them if they had known the truth. Plaintiffs did not receive the value they expected for
12 the price they paid because, due to the nonfunctional slack fill and obscure labeling, they were
13 deceived into believing they were getting more product than they actually received.

14 78. As a direct and proximate result of Defendant’s conduct, as described in the
15 “Parties” paragraphs numbered 14 through 17 and the “Factual Allegation” paragraphs numbered
16 30 through 50, Plaintiffs have suffered injury in fact.

17 79. Pursuant to Bus. & Prof. Code § 17535, Plaintiffs and the Class seek an order of
18 the Court enjoining Defendants from continuing to make and disseminate illegal, misleading
19 and/or untrue statements in their pricing practices and to order Defendants to disclose such
20 misrepresentations and inform the public accordingly. Plaintiffs, the Class and the public will be
21 irreparably harmed if such an order is not granted.

22 80. Pursuant to Bus. & Prof. Code §§ 17203 and 17535 Plaintiffs and the Class seek
23 restitution and/or disgorgement under Bus. & Prof. Code § 17500, et seq. necessary to restore to
24 any person in interest any money or property, real or personal, which may have been acquired by
25 means of any practice under Bus. & Prof. Code § 17500 declared to be unlawful.

26 81. Plaintiffs and the Class also seek an order requiring Defendants to pay attorneys’
27 fees pursuant to Civ. Code § 1021.5.

28 ///

THIRD CAUSE OF ACTION

Violation of the California Unfair Competition Law

[Bus. & Prof. Code §§ 17200 et seq.]

1
2
3
4 82. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
5 fully set forth herein.

6 83. California Bus. & Prof. Code §§ 17200, et seq. (UCL) prohibits acts of unfair
7 competition, which include any “unlawful, unfair or fraudulent business practice.” The conduct
8 escribed herein is ongoing and constitutes unfair, unlawful, fraudulent business acts and practices
9 within the meaning of Bus. & Prof. Code §§ 17200, et seq.

10 84. Plaintiffs have standing to pursue these claims because, inter alia, they have
11 suffered injury in fact and a loss of money and/or property as a result of the wrongful conduct
12 alleged herein. Plaintiffs would not have purchased the product(s) and/or paid as much for them
13 if they had known the truth. Plaintiffs did not receive the value they expected for the price they
14 paid as described in the “Parties” paragraphs numbered 14 through 17 and the “Factual
15 Allegation” paragraphs numbered 30 through 50.

16 85. Defendants’ conduct is unlawful because it is in violation of California Bus. &
17 Prof. Code §§ 12606, 17200, and 17500; California Civil Code §§ 1750, et seq., California Health
18 & Safety Code §§ 110290, 110295 and 110375; and Federal 15 USC 1453, and 15 USC 1454, in
19 addition to potentially other statutory violations that will be added.

20 86. By committing the acts alleged in this Complaint, Defendant has engaged in unfair
21 business practices, in violation of the Unfair Practices Act, Bus. & Prof. Code §§ 17200, et seq.
22 Defendant’s conduct is unfair because, among other things, it is immoral, unethical, oppressive,
23 unscrupulous or substantially injurious to consumers and/or any utility of such practices is
24 outweighed by the harm caused to consumers, including to Plaintiffs, the Class and the public.

25 87. By committing the acts alleged in this Complaint, Defendant has engaged in
26 fraudulent business practices, in violation of the Unfair Practices Act, Bus. & Prof. Code
27 §§ 17200, et seq. Defendant’s practices constitute fraudulent business practices because, among
28 other things, they are likely to deceive reasonable consumers, including Plaintiffs and the Class,

1 and Defendants failed to disclose material facts.

2 88. Reasonable consumers had no way of knowing that Defendant was engaging in
3 false, deceptive, misleading practices, and therefore could not have reasonably avoided the
4 injuries they suffered.

5 89. Defendant's wrongful conduct complained of herein is ongoing and part of a
6 generalized pattern or course of conduct repeated on thousands of occasions daily. Defendant's
7 representations and omissions were made with knowledge or reckless disregard of the laws of
8 California, as well as the reasonable expectations of public consumers.

9 90. Pursuant to California Business and Professions Code § 17203, Plaintiffs and the
10 consumers that they seek to represent are therefore entitled to: (a) an order requiring Defendants
11 to cease the acts of unfair competition alleged herein; (b) restitution and/or disgorgement;
12 (c) interest; and (d) attorneys' fees and costs pursuant to Cal. Code of Civil Procedure § 1021.5.

13 **FOURTH CAUSE OF ACTION**

14 **Unjust Enrichment**

15 91. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
16 fully set forth herein.

17 92. Plaintiffs bring this claim in the alternative and on a quasi-contract basis.

18 93. Plaintiffs and the Class conferred a tangible economic benefit upon Defendant by
19 purchasing their Products.

20 94. Defendants had an appreciation or knowledge of the benefit conferred by Plaintiffs
21 and the members of the Class.

22 95. Plaintiffs and Class members would have expected remuneration from Defendants
23 at the time this benefit was conferred had they known that they overpaid for Defendant's Products,
24 in that their purchases did not genuinely contain the full amount of Products as was represented
25 by Defendant in an oversized package which was partially filled with the labeling of the net
26 weight of the product obscured in small print or in a label graphic design.

27 96. As a direct and proximate result of Defendant's misconduct as set forth above,
28 Defendant has been unjustly enriched at the expense of Plaintiffs and the Class members.

1 97. It would be inequitable for Defendant to retain the benefits obtained by their
2 wrongful conduct in the marketing and selling of these Products.

3 98. Plaintiffs, on behalf of themselves and Class members, seek (a) restitution from
4 Defendant and/or an order of disgorgement from the Court, (b) attorneys' fees pursuant to Cal.
5 Code of Civil Procedure § 1021.5, (c) interest, in addition to any other relief that the Court may
6 deem just and proper.

7 **FIFTH CAUSE OF ACTION**

8 **Breach of Implied Warranty of Merchantability and/or of a Particular Purpose**

9 99. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
10 fully set forth herein.

11 100. Plaintiffs bring this claim in the alternative and on a quasi-contract basis.

12 101. Defendant, as the designer, manufacturer, marketer, and distributor implied
13 warranted that the Degree, Dove and Axe brands of stick antiperspirant/deodorant contained an
14 adequate amount of product to sufficiently fill the packaging delivery system they proffered,
15 without a significant amount of nonfunctional empty space which was concealed from the
16 consumer via opaque packaging and obscure net weight labeling, thereby misleading the
17 consumer into thinking they were getting more product than really existed.

18 102. Defendant breached the implied warranty in quasi contract for the sale of the
19 Degree, Dove and Axe brands of stick antiperspirant/deodorant because it could not pass without
20 objection in the trade under the contract description, the goods were not of fair average quality
21 within the description, and the good were unfit for their intended and ordinary purpose because
22 Unilever substantially under-filled the packaging containers. As a result, Plaintiffs and the Class
23 members did not receive the goods as implied warranted by the Defendant to be merchantable
24 and/or for a particular purpose.

25 103. Plaintiffs and Class members purchased the Degree, Dove and Axe brands of stick
26 antiperspirant/deodorant in reliance upon Defendant's skill and judgment and the implied
27 warranties of merchantability and/or for a particular purpose.

28 104. The Degree, Dove and Axe brands of stick antiperspirant/deodorant were not

1 altered by the Plaintiffs or the Class members.

2 105. The Degree, Dove and Axe brands of stick antiperspirant/deodorant were defective
3 when they left the exclusive control of the Defendant.

4 106. Defendant knew that the Degree, Dove and Axe brands of stick
5 antiperspirant/deodorant would be purchased without additional testing at the point of sale by
6 Plaintiffs and the Class members.

7 107. The product packaging for the Degree, Dove and Axe brands of stick
8 antiperspirant/deodorant was defectively designed and unfit for its intended purpose and Plaintiffs
9 and the Class members did not receive the goods as warranted.

10 108. As a direct and proximate result of Defendant's breach of implied warranty,
11 Plaintiff and Class members have been injured and harmed because: (a) they would not have
12 purchased the Degree, Dove and Axe brands of stick antiperspirant/deodorant on the same terms
13 if the true facts were known concerning the quantity of product supplied; (b) they paid a price
14 premium for Defendant's product because of Defendant's advertising the illusion that they were
15 purchasing more product than they actually were, and (c) Defendant did not have the
16 characteristics, benefits or quantities as promised.

17 109. Plaintiffs, on behalf of themselves and Class members, seek (a) damages,
18 (b) attorneys' fees pursuant to Cal. Code of Civil Procedure § 1021.5, (c) interest, in addition to
19 any other relief that the Court may deem just and proper.

20 **SIXTH CAUSE OF ACTION**

21 **Negligent Misrepresentation**

22 **Cal. Civil Code §§ 1709, 1710, 1711 & 1714**

23 110. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
24 fully set forth herein.

25 111. As described in the "Parties" paragraphs numbered 14 through 17 and the "Factual
26 Allegation" paragraphs numbered 30 through 50 Defendant misrepresented that the Degree, Dove
27 and Axe brands of stick antiperspirant/deodorant contained an adequate amount of product to
28 sufficiently fill the packaging delivery system they proffered, without a significant amount of

1 nonfunctional empty space which was concealed from the consumer via opaque packaging and
2 obscure net weight labeling, thereby misleading the consumer into thinking they were getting
3 more product than really existed.

4 112. At the time Defendant proffered these misrepresentations, Defendant knew or
5 should have known that these representations were false or made them without knowledge of their
6 truth or veracity.

7 113. At an absolute minimum, Defendant negligently misrepresented and/or
8 negligently omitted material facts about the Degree, Dove and Axe brands of stick
9 antiperspirant/deodorant.

10 114. The negligent misrepresentations and omissions made by Defendant, upon which
11 Plaintiffs and Class members reasonably and justifiably relied, were intended to induce and
12 actually induced Plaintiffs and Class members to purchase these products.

13 115. Plaintiffs and Class members would not have purchased these products if the true
14 facts had been known to them, and thus the actions of Defendant caused damages to Plaintiffs
15 and Class members.

16 116. Plaintiffs, on behalf of themselves and Class members, seek (a) damages,
17 (b) attorneys' fees pursuant to Cal. Code of Civil Procedure § 1021.5, (c) interest, in addition to
18 any other relief that the Court may deem just and proper.

19 **SEVENTH CAUSE OF ACTION**

20 **Fraud & Deceit**

21 **Cal. Civil Code §§ 1709, 1710, 1711 & 1714**

22 117. Plaintiffs hereby incorporate all preceding and succeeding paragraphs as though
23 fully set forth herein.

24 118. As described in the "Parties" paragraphs numbered 14 through 17 and the "Factual
25 Allegation" paragraphs numbered 30 through 50 Defendant misrepresented that the Degree, Dove
26 and Axe brands of stick antiperspirant/deodorant contained an adequate amount of product to
27 sufficiently fill the packaging delivery system they proffered, without a significant amount of
28 nonfunctional empty space which was concealed from the consumer via opaque packaging and

1 obscure net weight labeling, thereby misleading the consumer into thinking they were getting
2 more product than really existed.

3 119. The misrepresentations and omissions made by Defendant were made with
4 knowledge of their falsehood, upon which Plaintiffs and Class members reasonably and
5 justifiably relied, were intended to induce and actually induced Plaintiffs and Class members to
6 purchase these products.

7 120. The fraudulent and deceitful actions of Defendant caused damages to Plaintiffs
8 and the Class members.

9 121. Plaintiffs, on behalf of themselves and Class members, seek (a) actual damages,
10 (b) punitive damages, (c) attorneys' fees pursuant to Cal. Code of Civil Procedure § 1021.5,
11 (d) interest, in addition to any other relief that the Court may deem just and proper.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, on behalf of themselves and all other similarly situated
14 individuals, pray for judgment as follows:

15 A. Certification of the Class and/or Classes under Fed. Rule of Civil Procedure 23,
16 and appointment of Plaintiffs as representatives of the Class and/or Classes, and their counsel as
17 Class Counsel;

18 B. Declaration that Defendants' conduct is deceptive and/or has a likelihood to
19 deceive consumers and/or harm the general public;

20 C. A temporary, preliminary and/or permanent order for injunctive relief requiring
21 Defendants to: (1) discontinue providing non-functional slack fill within their products packaging
22 and to provide clear labeling of the products' net weight; (2) undertake an immediate public
23 information campaign to inform consumers, the general public, and members of the putative Class
24 and/or Classes about Defendants' prior practices; and (3) to correct any erroneous impression
25 consumers or the general public may have derived regarding the value of the Products including
26 without limitation, the placement of corrective advertising and providing written notice to the
27 public;

28 D. An order requiring imposition of a constructive trust and/or disgorgement of

1 Defendants' ill-gotten gains and to pay restitution to Plaintiffs and all members of the Classes and
2 to restore to Plaintiffs and members of the Class and/or Classes all funds acquired by means of
3 any act or practice declared by this Court to be unlawful, fraudulent or unfair business act or
4 practice, a violation of law, statutes or regulations, or constituting unfair competition or false
5 advertising;

6 E. Distribution of any money recovered on behalf of members of the Class and/or
7 Classes via fluid recovery or *cy pres* recovery, disgorgement of profits where necessary and as
8 applicable, to prevent Defendants from retaining the benefits of their wrongful conduct;

9 F. Compensatory, punitive, and other damages for economic and non-economic
10 damages identified herein, including all damages allowed by governing statutes and/or common
11 law theories;

12 G. Statutory and pre-judgment and post-judgment interest on any amounts;

13 H. Reasonable attorneys' fees as may be allowable under applicable law;

14 I. Costs of this suit; and

15 J. Such other and further relief as the Court may deem just and proper.

16

17 DATED: August 26, 2020

**MARLIN & SALTZMAN, LLP
LAW OFFICE OF W. HANSULT**

18

By: s/ Stanley D. Saltzman
Stanley D. Saltzman, Esq.
Attorneys for Plaintiffs

19

20

21

22

JURY DEMAND

23

Plaintiffs demand a trial by jury on all causes of action so triable.

24

25 DATED: August 26, 2020

**MARLIN & SALTZMAN, LLP
LAW OFFICE OF W. HANSULT**

26

By: s/ Stanley D. Saltzman
Stanley D. Saltzman, Esq.
Attorneys for Plaintiffs

27

28

CIVIL COVER SHEET

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

'20CV1672 BEN BLM

I. (a) PLAINTIFFS NICOLE KRAUSE-PETTAI, SCOTT GRIMM, STEVE TABU LANIER, CHRISTY STEVENS, individually and on behalf of all others similarly situated

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

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

Stanley D. Saltzman (SBN 90058), MARLIN & SALTZMAN, LLP
29800 Agoura Rd., #210, Agoura Hills, CA 91301; (818) 991-8080

DEFENDANTS

UNILEVER UNITED STATES, INC., a corporation; and DOES 1-10, Inclusive

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

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

Attorneys (If Known)

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

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

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

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

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

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

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 USC 1332(d)(2),(6) and 1391(b),(c); Civ Code 1709-11, 1714; Bus & Prof Code 17200, et seq., 1750, et seq.
 Brief description of cause:
 Violations of CLRA, FAL, UCL; unjust enrichment, breach of implied warranty, negligent misrepresentation

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 08/25/2020 SIGNATURE OF ATTORNEY OF RECORD s/ Stanley D. Saltzman

FOR OFFICE USE ONLY

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

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hansultlaw@aol.com

8 Attorneys for Plaintiffs
9

10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 NICOLE KRAUSE- PETTAI, SCOTT
13 GRIMM, STEVE TABU LANIER,
CHRISTY STEVENS, individually and on
14 behalf of and all others similarly situated,

15 Plaintiffs,

16 v.

17 UNILEVER UNITED STATES INC., a
18 corporation; and DOES 1-10, inclusive,

19 Defendants.

CASE NO. '20CV1672 BEN BLM

CLASS ACTION

**DECLARATION OF NICOLE KRAUSE-
PETTAI RE: PROPER COUNTY FOR
COMMENCEMENT AND TRIAL OF A
CLAIM UNDER THE CONSUMERS
LEGAL REMEDIES ACT**

[California Civil Code § 1780(d)]

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

NICOLE KRAUSE- PETTAI, SCOTT
GRIMM, STEVE TABU LANIER,
CHRISTY STEVENS, individually and on
behalf of and all others similarly situated,

Plaintiffs,

v.

UNILEVER UNITED STATES INC., a
corporation; and DOES 1-10, inclusive,

Defendants.

CASE NO.

CLASS ACTION

**DECLARATION OF NICOLE KRAUSE-
PETTAI RE: PROPER COUNTY FOR
COMMENCEMENT AND TRIAL OF A
CLAIM UNDER THE CONSUMERS
LEGAL REMEDIES ACT**

[California Civil Code § 1780(d)]

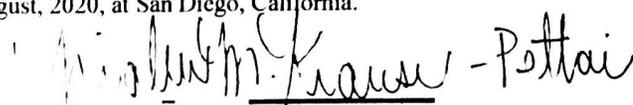
I, Nicole Krause-Pettai, declare as follows:

1. I have personal knowledge of the matters stated herein except as to those matters stated on information and belief, which I believe to be true.
2. If called and sworn as a witness, I could and would testify truthfully and competently to the matters stated herein.
3. I am a named Plaintiff in the above-captioned action and submit this Declaration pursuant to California Civil Code section 1780(d).
4. I currently reside in San Diego, California, located in San Diego County, California.
5. San Diego County is within the jurisdiction of the U.S. District Court for the Southern District of California. Accordingly, the U.S. District for the Southern District of California is the proper place for the trial of this action under California Civil Code section 1780(d), and this action is properly commenced in that Court.

I declare under penalty of perjury, under the laws of the State of California and the United

States of America, that the foregoing is true and correct.

Executed this 25th day of August, 2020, at San Diego, California.



Nicole Krause-Pettai