

1 RICHMAN LAW GROUP
2 Kim E. Richman (*Pro Hac Vice forthcoming*)
3 krichman@richmanlawgroup.com
4 Jaime Mak (SBN 236505)
5 jmak@richmanlawgroup.com
6 535 Mission Street
7 San Francisco, CA 94105
8 Telephone: (415) 259-5688
9 Facsimile: (718) 228-8522

10 *Additional Plaintiffs' counsel listed on signature page*

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **OAKLAND BRANCH**

14 **ADAM COOPER** and **RYAN**
15 **MATUSZEWSKI**, individually and on behalf of
16 other similarly situated individuals,

17 Plaintiffs,

18 v.

19 **THE CLOROX COMPANY,**

20 Defendant.

Case No. _____

Class Action

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

JURY TRIAL DEMANDED

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

7 **INTRODUCTION**

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

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

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

28

1 4. Defendant’s representations about the source and attributes of the Products’
2 ingredients, and about the environmental soundness and safety of the Products, are not true.

3 5. As detailed below, the Products are not as “naturally derived,” environmentally
4 sound, or safe as Defendant’s representations lead reasonable consumers to believe.

5 6. In fact, as discussed further below, the Products contain unnatural and harmful
6 chemical ingredients including sodium lauryl sulfate (“SLS”) and methylisothiazolione (“MI”).
7 These chemicals can be dangerous to human health and to the environment. In fact, exposure to
8 these specific are associated with skin irritation and aquatic toxicity and immune system toxicity
9 and allergic reactions, respectively. Reasonable consumers do not expect such ingredients to be
10 in products labeled “natural,” “naturally derived,” or “green.”

11 7. By deceiving consumers about the nature, quality, and ingredients of the Products
12 Clorox was and is able to sell more of, or charge more for, their Green Works products than it
13 would have been able to do, had the Products been labeled accurately. Clorox was also motivated
14 to mislead consumers to take away market share from competing products, thereby increasing its
15 own sales and profits.

16 8. This is a proposed class action brought by Plaintiffs, individually and on behalf of
17 similarly situated individuals, against Clorox, seeking redress for Defendant’s unjust, unfair, and
18 deceptive practices in misrepresenting the environmental and other benefits of the Products in
19 violation of California and New York law.

20 **JURISDICTION AND VENUE**

21 9. This Court has personal jurisdiction over the parties in this case. Plaintiff Cooper
22 is a citizen of California within this District, and by filing this Complaint, Plaintiffs consent to
23 this Court having personal jurisdiction over them. Defendant is a citizen of California and of this
24 District. Defendant’s principal place of business is within this District and Defendant
25 purposefully avails itself of the laws of California to market, promote, distribute, and sell the
26 Products to consumers in California and this District.

27 10. This Court has original subject-matter jurisdiction over this proposed class action
28 pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act

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

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

11 **Intradistrict Assignment**

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

17 **PARTIES**

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

28

1 14. Plaintiff Cooper has a young child, and purchasing organic, all natural, or
2 plant-based products is a priority for him. Plaintiff Cooper would consider purchasing the
3 Products again, if the labels were corrected and he could trust that they were correct. He
4 also has a strong interest in ensuring honesty in the marketplace for products advertised as
5 natural.

6 15. Plaintiff Ryan Matuszewski is an individual consumer who, at all times material
7 hereto, was a citizen of New York state. Plaintiff Matuszewski purchased Clorox Green Works
8 multi-surface cleaner from a Target Store located in Brooklyn, New York. Plaintiff Matuszewski
9 viewed and relied upon Defendant's "naturally derived" and "green" representations when
10 purchasing the Products. Had Plaintiff Matuszewski known the truth about Defendant's products,
11 he would not have purchased any Green Works products or would not have paid the price he
12 paid for the Products he purchased. Plaintiff Matuszewski prefers products that are
13 environmentally friendly and made of natural ingredients. Plaintiff Matuszewski would consider
14 purchasing the Products again, if the labels were corrected and he could trust that they were
15 correct. He also has a strong interest in ensuring honesty in the marketplace for products
16 advertised as natural.

17 16. Defendant The Clorox Company is a Delaware corporation with its principal
18 place of business at 1221 Broadway, Oakland, California 94612. Defendant owns the "Green
19 Works" brand and manufactures, markets, and distributes the Products throughout California,
20 New York, and the United States.

21 **SUBSTANTIVE ALLEGATIONS**

22 **A. The Products**

23 17. The term "Products," as used herein refers to the following Green Works products
24 manufactured, marketed, and distributed by Clorox:

- 25 a) Green Works multi-surface cleaner,
26 b) Green Works multi-surface cleaner lemon scent,
27 c) Green Works all-purpose cleaner,
28

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

22 **B. Clorox’s Greenwashing Marketing Scheme**

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

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

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

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

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



23
24
25
26
27
28

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

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

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

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

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

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

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

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

1 28. Defendant further highlights the “green” and “naturally derived” aspect of the
2 Products by placing a flower image on the label for each of the Products, as seen in the
3 representative image below:
4



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

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

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

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

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

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

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

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

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

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

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

26 ⁵ See Clorox Ingredients Inside: Fragrances, <https://www.thecloroxcompany.com/brands/what-were-made-of/fragrances/> (last visited Jun. 15, 2017).
27
28

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

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

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

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

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

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

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

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

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

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

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

15
16
17 ¹⁰ See, e.g., US National Library of Medicine National Institutes Of Medicine National Institutes
18 of Health: Methylchloroisothiazolinone/methylisothiazolinone and methylisothiazolinone
19 allergies can be detected by 200 ppm of methylchloroisothiazolinone/methylisothiazolinone
patch test concentration, <http://www.ncbi.nlm.nih.gov/pubmed/24819287> (2014).

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

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

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

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

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

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

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

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

22
23 **D. Reasonable Consumer Purchase Defendant’s Products Believing That They Are**
24 **“Naturally Derived” and/or “Green.”**

25
26
27 http://www.ilo.org/dyn/icsc/showcard.display?p_lang=en&p_card_id=0502&p_version=1 (last
28 visited Jun. 15, 2017).

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

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

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

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

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

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

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

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

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

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

- (d) whether Defendant’s conduct constitutes a breach of express warranty and/or implied warranty; and
- (e) whether Plaintiffs and the Class have sustained damages with respect to the common law claims asserted, and if so, the proper measure of their damages.

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

- (a) whether Defendant advertised its Green Works Products with the intent not to sell them as advertised in violation of California Civil Code § 1770(a)(7);
- (b) whether Defendant represented on packaging for the Products that the Products had characteristics, ingredients, uses, or benefits that they do not have in violation of California Civil Code §1770(a)(5);
- (c) whether Defendant is subject to liability for violating California’s Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1784;
- (d) whether Defendant has violated California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500-17536;
- (e) whether Defendant has violated California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200-17210; and
- (f) whether the Class is entitled to an award of restitution pursuant to California Business and Professions Code § 17203.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **CAUSES OF ACTION**

13 **COUNT I**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27
28

COUNT II

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

1
2
3
4 82. Plaintiff Cooper incorporates by reference and realleges herein all paragraphs
5 alleged above.

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

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

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

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

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

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

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

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

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

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

12 **COUNT III**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 **COUNT IV**

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

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

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

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

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

28

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

3 **COUNT VI**

4 **(Unjust Enrichment)**

5 114. Plaintiffs incorporate by reference and reallege herein all paragraphs alleged
6 above.

7 115. Plaintiffs and members of the Nationwide Class conferred benefits on Defendant
8 by purchasing the Products at a price greater than they would pay for cleaners that are not
9 “naturally derived” or “green.”

10 116. Defendant has knowledge of such benefits.

11 117. Defendant’s representations that the Products are “naturally derived” or “green”
12 constitute affirmations of fact and are part of the basis of the bargain between Defendant and
13 purchasers of the Products.

14 118. Defendant made the above-referenced representations in order to induce Plaintiffs
15 and the Nationwide Class members to purchase, and to pay a premium price for, the Products,
16 and Plaintiffs and the Nationwide Class members relied on the representations in purchasing the
17 Products.

18 119. As a result of Defendant’s deceptive, fraudulent and misleading labeling,
19 advertising, and marketing of the Products, the Plaintiffs and other Nationwide Class members
20 were induced to pay the purchase price and pay a premium for the Products.

21 120. Plaintiffs and members of the Nationwide Class were unjustly deprived of
22 payments because they would not have purchased, or would have purchased less of, or would
23 have paid less for the Products if true facts had been known.

24 121. Defendant was enriched at the expense of Plaintiffs and the other Nationwide
25 Class members, thereby creating a quasi-contractual obligation on Defendant to restore those
26 ill-gotten gains to Plaintiffs and the Class members.

27 122. Under the circumstances, it would be against equity and good conscience to
28 permit Defendant to retain the ill-gotten benefits that it received from Plaintiffs and the other

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

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

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

11 **COUNT VII**

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

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

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

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

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

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

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

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

28

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

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

10 **PRAYER FOR RELIEF**

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

- 13 A. An order certifying the proposed Nationwide Class, the California Subclass and, the
14 New York Subclass; appointing Plaintiffs Cooper and Matuszewski as representatives
15 of the Class; appointing Plaintiff Cooper as representative of the and the California
16 Subclass; appointing Plaintiff Matuszewski as representative of the New York
17 Subclass; and appointing Plaintiffs’ undersigned counsel as Class counsel for the
18 Class and Subclasses;
- 19 B. A declaration that Defendant is financially responsible for notifying Class and
20 Subclass members of the pendency of this suit;
- 21 C. An order requiring proper, complete, and accurate labeling of the Products;
- 22 D. An award of restitution pursuant to California Business and Professions Code
23 §§ 17203 and 17535 for members of the California Subclass;
- 24 E. An award of disgorgement pursuant to California Business and Professions Code
25 §§ 17203 and 17535 for members of the California Subclass;
- 26 F. An order enjoining Defendant’s unlawful and deceptive acts and practices, pursuant
27 to California Business and Professions Code §§ 17203 and 17535, to remove and/or
28 refrain from using representations on Defendant’s Products that the Products provide

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

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

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

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

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

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

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

14 **JURY TRIAL DEMANDED**

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

16
17 Dated: August 21, 2017

Respectfully submitted,

18 **RICHMAN LAW GROUP**

19 

20
21
22

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

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

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

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

Counsel for Plaintiffs