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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHANE MICHAEL, JONATHAN D.  
RUBIN, DREAMA HEMBREE,  
ETHEL LUNG, AND STAVROULA  
DA SILVA each individually and on  
behalf of all those similarly situated,

Plaintiffs,

v.

THE HONEST COMPANY, INC,  
Defendant.

Case No: 2:15-cv-07059-JAK (AGR<sub>x</sub>)

**FIRST AMENDED AND  
CONSOLIDATED CLASS ACTION  
COMPLAINT**

**JURY TRIAL DEMANDED**

*[Consolidated with Rubin v. The  
Honest Company, Inc., Case No. 2:15-  
cv-09091-JAK-AGR]*

**INTRODUCTION**

1  
2 1. Honest isn't. From at least September 20, 2012 through the present  
3 (the "Class Period"), The Honest Company, Inc. ("Defendant" or "Honest")  
4 deceptively and misleadingly labeled, advertised and marketed its products,  
5 including the following five Honest products: Honest Hand Soap, Honest Dish  
6 Soap, Honest Diapers, and Honest Multi-Surface Cleaner (collectively the  
7 "Natural Products") and Honest Sunscreen (together with the Natural Products, the  
8 "Honest Products") as both natural and effective, when in fact, the Natural  
9 Products contain non-natural ingredients, and Honest Sunscreen is ineffective.

10 2. Plaintiffs Jonathan D. Rubin, Shane Michael, Stavroula Da Silva,  
11 Dreama Hembree, and Ethel Lung bring this class action lawsuit against  
12 Defendant, each individually and on behalf of two nationwide classes (the "Honest  
13 Natural Products Class" and the "Honest Sunscreen Class") that include other  
14 similarly situated purchasers of the Honest Products who experienced the same or  
15 substantially similar harm as a result of Defendant's false advertising.

16 3. Defendant's conduct harms consumers by inducing them to purchase  
17 and consume the Honest Products on the false premise that the products are  
18 natural and effective and by implicitly promising that the products are  
19 manufactured, marketed and sold "honestly."

20 4. Plaintiff Rubin and Da Silva and the Honest Natural Products Class  
21 paid a premium for certain Natural Products over comparable products, based on  
22 Defendant's representations that the Natural Products were natural. Instead of  
23 receiving products that were natural, Plaintiff Rubin and Da Silva and the Honest  
24 Natural Products Class received products that, contrary to Defendant's  
25 representations, contained synthetic, non-natural ingredients.

26 5. Plaintiffs Michael, Hembree, and Lung, and the Honest Sunscreen  
27 Class paid for Honest Sunscreen based in part on Defendant's representations that

1 it was effective. Plaintiffs Michael and Hembree used the product as directed and  
2 suffered severe sunburns. Plaintiff Lung used the product as directed on her  
3 children, who experienced severe sunburns. Numerous customer complaints and  
4 negative product reviews indicate Plaintiffs' experiences with Honest Sunscreen  
5 were not unique.

### 6 **JURISDICTION AND VENUE**

7 6. The Court has subject matter jurisdiction over the individual and class  
8 claims asserted herein pursuant to 28 U.S.C. § 1332, as amended in 2005 by the  
9 Class Action Fairness Act, because: (A) the amount in controversy in this class  
10 action exceeds \$5,000,000, exclusive of interests, costs, and attorneys' fees; and  
11 (B) a substantial number of the members of the proposed class are citizens of a  
12 state different from that of Defendant. In addition, Plaintiffs Rubin, Michael, Da  
13 Silva, Hembree, and Lung are citizens of states different from that of Defendant, a  
14 Delaware Corporation.

15 7. The Court has personal jurisdiction over Defendant. Honest  
16 maintains headquarters in Santa Monica, California and conducts substantial and  
17 continuous business throughout the State of California.

18 8. Venue is proper pursuant to 28 U.S.C. § 1391(a) & (b)(2) because a  
19 substantial part of the events or omissions giving rise to the claim occurred in this  
20 District, and because Defendant conducts a substantial part of its business in this  
21 District.

### 22 **PARTIES**

23 9. Plaintiff Jonathan D. Rubin is a resident of Los Angeles, California  
24 and an individual consumer. During the Natural Products Class Period, Mr. Rubin  
25 purchased Honest brand hand soap ("Honest Hand Soap") and Honest brand dish  
26 soap ("Honest Dish Soap") from the supermarket chain Gelson's Markets in Los  
27 Angeles, California. As with all members of the Honest Natural Products Class,

1 Mr. Rubin paid a premium for these Natural Products based upon the  
2 representation that the Natural Products are natural, in excess of the price for  
3 comparable products not purporting to be natural.

4 10. Plaintiff Shane Michael is a resident of West Des Moines, Iowa and  
5 an individual consumer. During the Sunscreen Class Period, Plaintiff Michael  
6 purchased Honest Sunscreen from the supermarket chain Costco Wholesale in  
7 West Des Moines, Iowa. Plaintiff Michael paid a premium for Honest Sunscreen  
8 because Defendant promised natural, chemical-free SPF 30 sun protection and he  
9 believed, based on these representations, that it would be safer for his family than  
10 chemical-based sunscreens.

11 11. Plaintiff Stavroula Da Silva is a resident of Miramar, Florida, and an  
12 individual consumer. During the Natural Products Class Period, Plaintiff Da Silva  
13 purchased Honest Hand Soap and Honest Dish Soap from Target in Florida. As  
14 with all members of the Honest Natural Products Class, Ms. Da Silva paid a  
15 premium for these Natural Products based upon the representation that the Natural  
16 Products are natural, in excess of the price for comparable products not purporting  
17 to be natural.

18 12. Plaintiff Dreama Hembree is a resident of Burlington, Kansas and an  
19 individual consumer. During the Sunscreen Class Period, Ms. Hembree purchased  
20 Honest Sunscreen from the supermarket chain Costco Wholesale in Burlington,  
21 Kansas. Ms. Hembree paid for the Honest Sunscreen because she believed the  
22 sunscreen would effectively protect her family from exposure to UV rays, and  
23 because Defendant promised natural, chemical-free SPF 30 sun protection.

24 13. Plaintiff Ethel Lung is a resident of Burbank, California and an  
25 individual consumer. During the Sunscreen Class Period, Ms. Lung purchased  
26 Honest Sunscreen from the supermarket chain Costco Wholesale in Burbank,  
27

1 California. Ms. Lung paid for the Honest Sunscreen because she believed the  
2 sunscreen would effectively protect her family from exposure to UV rays.

3 14. Defendant The Honest Company, Inc. is a Delaware corporation  
4 headquartered in Santa Monica, California. The company markets its products  
5 online through the website <<https://www.honest.com>> (“Honest.com”) and  
6 operates an active storefront on Amazon.com selling the Honest Products.  
7 Defendant maintains supply chain control over the manufacture of the Honest  
8 Products, operates as an online retailer, and distributes the Honest Products,  
9 business-to-business, to major retail outlets throughout the U.S. and Canada.

### 10 **FACTUAL ALLEGATIONS**

#### 11 **Defendant’s Nationwide Distribution**

12 15. California has significant contacts to the class claims asserted in the  
13 Complaint.

14 16. On information and belief, Defendant has designed, controlled, and  
15 overseen a national production and distribution network from the company’s  
16 headquarters in California.

17 17. According to the company’s public statements, Defendant contracts  
18 with third-party manufacturing and supplier facilities to produce and distribute the  
19 Honest Products. On information and belief, Defendant controls its entire supply  
20 chain from its company headquarters in California.

21 18. Defendant sells the Honest Products online via Honest.com, a direct-  
22 to-consumer e-commerce website. On information and belief, Defendant controls  
23 its entire e-commerce operation from its company headquarters in California.

24 19. Defendant actively generates traffic to its website through promotions  
25 on Facebook.com and Twitter.com, on information and belief, operated from the  
26 company’s headquarters in California.

1           20. Defendant uploads Honest Product videos on its YouTube account,  
2 on information and belief, operated from the company's headquarters in  
3 California.

4           21. Defendant also sells the Honest Products through a popular online  
5 storefront in the Amazon.com marketplace. On information and belief, Honest  
6 controls its Amazon storefront from its company headquarters in California.

7           22. Defendant distributes the Honest Products, business-to-business, for  
8 purchase in big box chain retail locations nationwide, including Target, Costco  
9 Wholesale Corporation, Whole Foods Market, Inc., Gelson's Markets, and Buy  
10 Buy Baby, Inc., across the United States. On information and belief, Defendant  
11 controls national distribution of the Honest Products from its company  
12 headquarters in California.

13                           **Defendant's Long-Term Advertising Campaign**

14           23. Defendant created, designed, and since at least 2012, carried out a  
15 long-term, national advertising campaign from the company's California  
16 headquarters.

17           24. Defendant's advertising campaign has been sufficiently lengthy in  
18 duration, and widespread in dissemination, such that it would be unrealistic to  
19 require the plaintiff to plead relying upon each advertised misrepresentation.

20           25. Defendant's advertising campaign has been widespread, continuous,  
21 and contained in various media, labels, and point-of-sale displays.

22           26. Defendant's advertising campaign has included and includes  
23 traditional media and new media, such as print circulars, television  
24 advertisements, television appearances, social media promotions, sales copy on its  
25 own website, and sales copy on third party marketplace websites.

26           27. Defendant has engaged in this long-term advertising campaign to  
27 convince potential customers, first, that the company's advertising representations

1 should be taken literally, because those claims are “honest,” and second, that the  
2 company’s products are literally “natural” and “effective.”

3 28. Representative samples of the campaign are contained herein.

4 *Defendant’s Overarching Brand Advertising*

5 29. As part of the long term advertising campaign, Defendant at all times  
6 has advertised, and continues to advertise, itself as a consumer products company  
7 that is centrally defined by selling natural, effective products and publishing  
8 honest advertising claims.

9 30. As a representative example, Defendant advertises its company as “Natural, Safe,  
10 Beautiful, Effective,” on its own website, including in the following screenshot from Honest.com  
11 captured on August 14, 2015:



Join the Honest Company

Natural • Safe • Beautiful • Effective  
Products for Baby, Family & Home

16 31. As another representative example, on August 18, 2015, Defendant’s  
17 celebrity co-founder Jessica Alba and CEO Brian Lee appeared jointly, in their  
18 capacities as executive officers for Defendant, for a company feature on CNN  
19 Money that broadcast the same advertising representations, as follows:





32. Defendant advertises the company's product lines, in general, as "effective" and "safe" in offline point-of-sale locations as well, including airport kiosks, as demonstrated by the following picture from July 2015:





1           32. As part of the long term advertising campaign, Defendant includes its  
2 company's name, in lower case, on its product labels, specifically as part of each  
3 of the product names: "honest hand soap," "honest dish soap," "honest diapers,"  
4 "honest multi-surface cleaner," and "honest sunscreen."

5           33. As part of its advertising campaign, Defendant further amplifies its  
6 representations with the "honestly FREE guarantee," which is displayed on  
7 product labels and displayed at Honest.com, Defendant's Amazon storefront, and  
8 partner websites including Target.com.

9           34. The "honestly FREE guarantee" states: "Providing clear, credible,  
10 transparent information. No smoke and mirrors. No confusion."

11           35. Defendant further describes itself, its advertising, and its numerous  
12 product lines as follows on Honest.com:

13           "Free from fraud or deception, truthful – We believe in transparency and  
14 that applies to everything – from what we put into our products and how  
15 they are made to our internal operations and how we do things.

16           "Genuine, real – The Honest Company was started by parents for  
17 parents. We are real tangible people, parents that understand what  
18 families need and we want to deliver on that – not some big corporation  
19 with no social consciousness that only cares about making a profit.

20           "Respectable, praiseworthy – We are people with integrity and we  
21 intend on not only doing things right, but also going above and beyond  
22 to earn your respect and loyalty – making you so delighted you want  
23 to shout it from a rooftop (or tweet it from your iPhone).

24           "Humble – We know no one can be absolutely perfect and a part of our  
25 commitment to honesty means we'll admit our flaws. It's pretty scary,  
26 but we think it's a good way to keep us focused on constant  
27 improvement."

1           36. Defendant's Chief Creative Officer and celebrity co-founder Jessica  
2 Alba serves as the public face of the company.

3           37. To further advertise the company image as selling natural products,  
4 Ms. Alba has crafted public statements about Defendant to convince the public  
5 that the Defendant is leading a movement to protect consumers from products that  
6 contain chemicals.

7           38. Ms. Alba's celebrity status ensures the company's claims are reported  
8 by numerous media outlets.

9           39. In this way, Ms. Alba has coordinated her media appearances with  
10 Defendant's long-term advertising campaign.

11           40. On June 18, 2015, Ms. Alba and The Honest Company, Inc.'s COO  
12 Christopher Gavigan appeared jointly in their capacities as Defendant's co-  
13 founders to petition federal officials to strengthen regulations against consumer  
14 products containing toxic chemicals, and Ms. Alba and Mr. Gavigan coordinated  
15 this appearance with Defendant's extensive marketing campaign, including as  
16 follows:

17           a. Ms. Alba appeared in the hallway of a Congressional office  
18 building, before a professional media crew, and stated: "[A]s a  
19 business owner, I'm proof of concept that you can do business  
20 right—right by humans, right by the planet —and you can be very  
21 successful and grow very quickly."

22           b. Mr. Gavigan tweeted the following statement with a picture of the  
23 Washington Monument: "Here in D.C. to convince lawmakers to  
24 join @honest to protect citizens. #chemical #reform."

25           41. Defendant's representations that advertise the company as "honest,"  
26 "natural," and "effective," extending to all of its product lines, are available to  
27 consumers via numerous online, offline, and point-of-sale platforms, extending to

1 all or substantially all potential and actual customers that fall within the class  
2 definitions set forth in this Complaint.

3 42. By advertising the company as “honest” and as “natural” and  
4 “effective,” Defendant has extended its overarching advertising claims to each  
5 individual product line, such that Defendant has cultivated an image in the minds  
6 of consumers that would lead a reasonable consumer to conclude that Defendant’s  
7 product lines are all “natural” and “effective.”

8 *Defendant’s Product Advertising: Natural*

9 43. Defendant sells the Natural Products to consumers at a ten to twenty  
10 percent premium, based on its advertising representations that they are “natural.”

11 44. Since at least September 20, 2012 and up to the filing of this lawsuit,  
12 Defendant has disseminated advertising statements to the public, rising to the level  
13 of a long-term advertising campaign that falsely claims the Natural Products are  
14 “natural.”

15 45. Defendant amplifies its representations that the Natural Products are  
16 “natural” with supplemental representations, including that the Natural Products  
17 do not contain harsh chemicals, are safe, are non-toxic, and are plant-based.

18 *Honest Hand Soap*

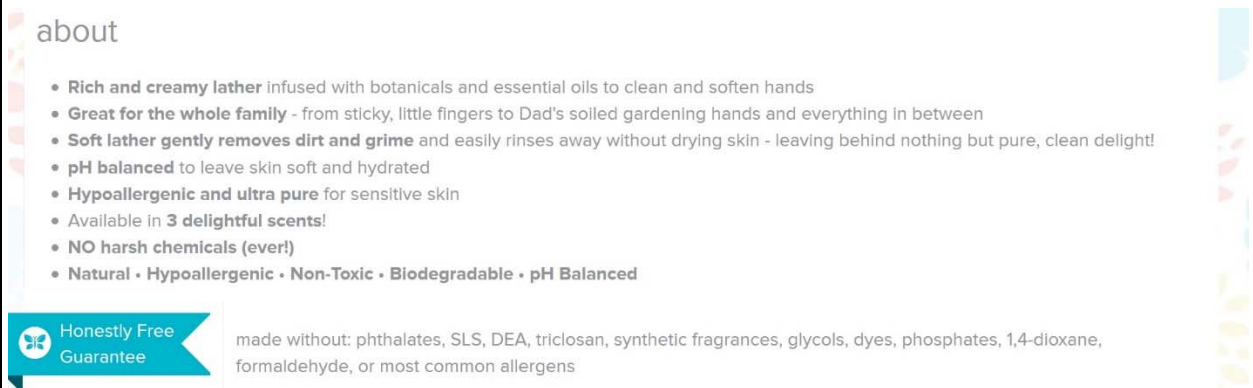
19 46. Honest Hand Soap product packaging stated and continues to state  
20 that the Honest Hand Soap is “natural.”  
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47. The following excerpted screenshot appeared on Honest.com on August 14, 2015, displaying Honest Hand Soap product packaging:



48. Honest.com described and continues to describe Honest Hand Soap as “non-toxic,” and containing “NO harsh chemicals (ever!),” and in so doing, has amplified its representation that Honest Hand Soap is natural.

49. The following excerpted screenshot appeared on Honest.com on August 14, 2015, describing Honest Hand Soap as “Natural”:



50. On information and belief, these website statements, and all other statements accessible on Defendant’s Honest website in August of 2015 that are excerpted in this Complaint, were available online during the duration of the

1 Natural Products Class Period, with the exception of website statements about  
2 Honest Sunscreen.

3 51. By consistently and systematically labeling and advertising Honest  
4 Hand Soap as (A) “natural” and (B) “honest” throughout the Natural Products  
5 Class Period, Defendant intended that all consumers purchasing Honest Hand  
6 Soap would be exposed to these advertising claims and take them literally.

7 *Honest Dish Soap*

8 52. Honest Dish Soap’s product webpage on Target.com states that the  
9 Honest Dish Soap is “Natural.”

10 53. The product description on Target.com also described and continues  
11 to describe Honest Dish Soap as “non-toxic” and containing “no harsh chemicals  
12 (ever!),” and in so doing, has amplified Defendant’s representation that Honest  
13 Dish Soap is natural.

14 54. The following excerpted screenshots appeared on Target.com on  
15 August 14, 2015, displaying Honest Dish Soap product packaging:

16 No harsh chemicals (ever!). Natural, non-toxic,  
17 biodegradable, pH balanced, ultra-concentrated, and  
18 Honestly Free of SLS, SLES, phthalates, synthetic  
19 fragrances, glycols, enzymes, dyes, phosphates, 1,4-  
20 dioxane, chlorine, DEA, formaldehyde, and caustics.

21 **Product Results:** Removes Residue, Removes Grease,  
22 Used for Cleaning, Cleaner  
23  
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55. Target.com includes a disclaimer stating this description “comes from the product manufacturers.”



56. Honest Dish Soap product packaging stated and continues to state “plant-based” and “non-toxic,” and in so doing, has amplified its representation that Honest Dish Soap is natural.

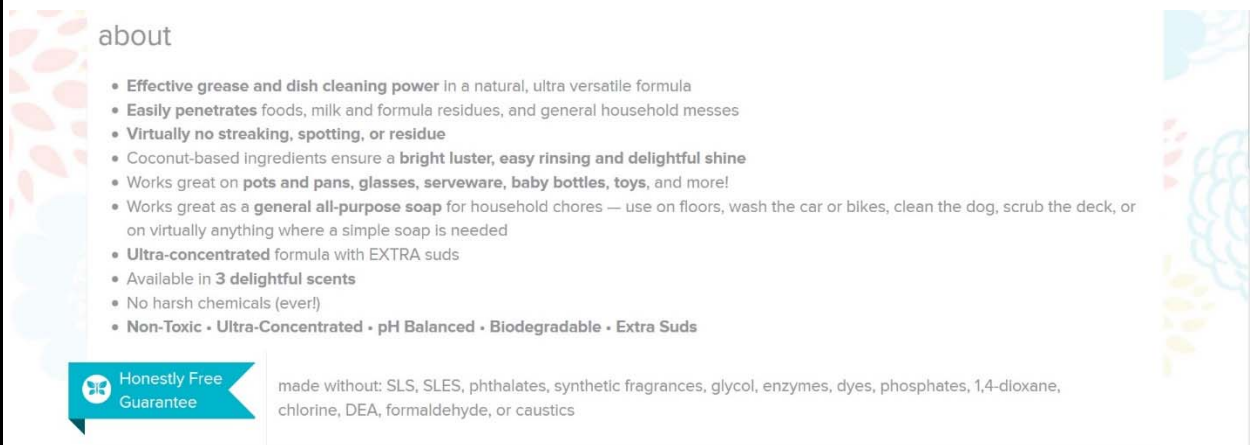
57. The following excerpted screenshot appeared on Honest.com on August 14, 2015, displaying Honest Dish Soap product packaging:





58. Honest Dish Soap's product webpage on Honest.com stated and continues to state that Honest Dish Soap has a "natural" formula; is "non-toxic"; and contains "no harsh chemicals (ever!)" and in so doing, has further amplified its representation that Honest Dish Soap is natural.

59. The following excerpted screenshot appeared on Honest.com on August 14, 2015, describing Honest Dish Soap:

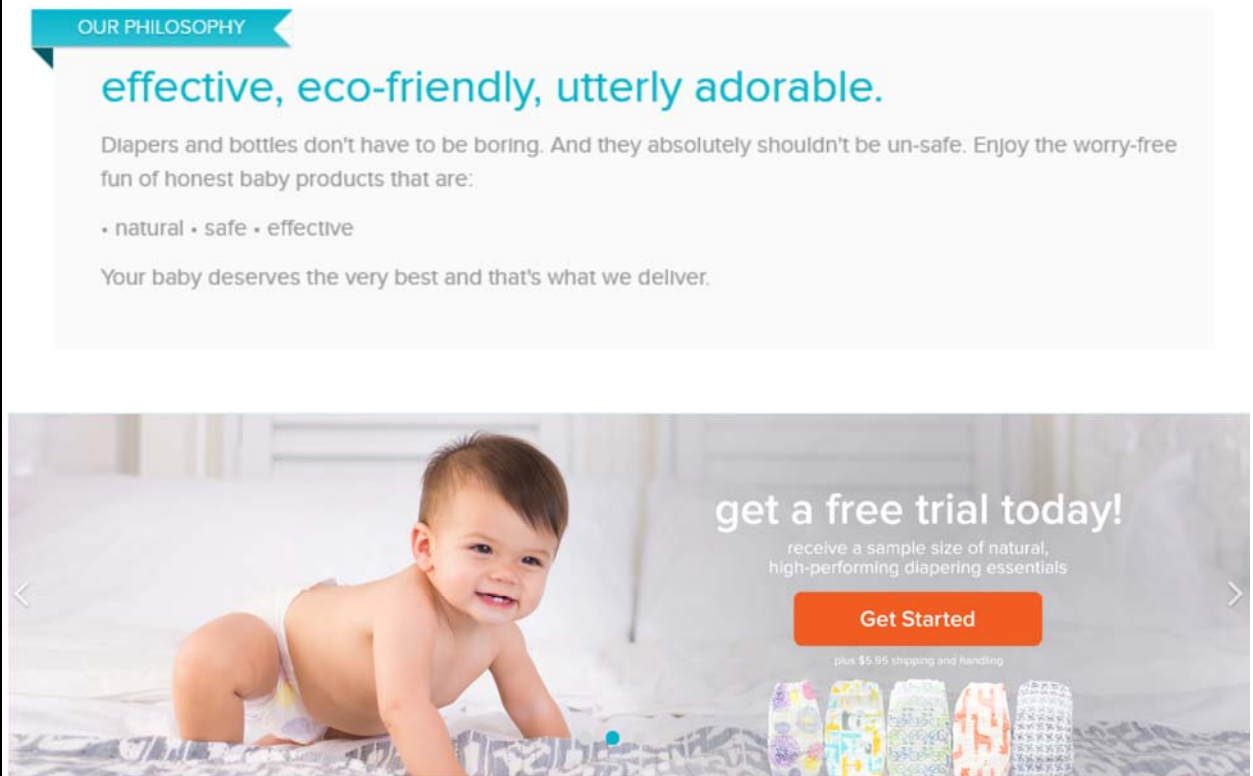


60. By consistently and systematically advertising the Honest Dish Soap as (A) "natural" and (B) "honest" throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Dish Soap would be exposed to these advertising representations, and would take them literally.

### *Honest Diapers*

61. Honest.com states that Honest Diapers are "natural."

62. The following excerpted screenshots appeared on Honest.com on August 26, 2015, in the "Diapering" section of the website:



63. The Honest.com “Diapering” section provides the following website “meta-tag” description to search engine crawlers: “<meta content=“Buy safe, natural baby products and eco-friendly disposable diapers. The Honest Company provides bath, skin care and green cleaning products.” name=“description” />.

64. As a result of this meta-tag, the representation that Honest Diapers are “natural” appears verbatim in Google search results for Honest Diapering.

65. The following excerpted screenshot is a Google search conducted for “Honest Diapering” on August 26, 2015:

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Google Honest Diapering

Web Videos Shopping Images News More Search tools

About 1,520,000 results (0.38 seconds)

Did you mean: **Honest Diapers**

Shop for Honest Diapering on Google Sponsored ⓘ

Honest Diapers, Guitars, Size N	Honest Diapers, Bumble Bees...	Honest Diapers & Wipes Bundle	Infant The Honest Comp...	Toddler The Honest Comp...
<b>\$13.95</b>	<b>\$13.95</b>	<b>\$79.95</b>	<b>\$13.95</b>	<b>\$12.99</b>
Honest.com	Honest.com	Honest.com	Nordstrom	Nordstrom
			★★★★★ (3)	

**Honest.com - Official Honest® Diapers**  
 Ad [www.honest.com/Try-Diapers](http://www.honest.com/Try-Diapers) ▼  
 Your Baby Will Love **Honest Diapers**. Ultra Absorbent, Extra Soft & Cutel!  
 Honestly Free Guarantee · Save up to 40% · Free Shipping over \$50

**Diapers**  
 Ultra absorbent and eco-friendly.  
 Choose one of our cute designs!

**Bundle & Save Up To 40%**  
 Honest products conveniently delivered each month. Mix & match!

**Try Us Today**  
 Sample Our Favorite Items Today!  
 Discover all the good stuff.

**Organic Baby Powder**  
 Certified organic formula to keep skin feeling dry & comfortable.

**Diapers - The Honest Company**  
<https://www.honest.com/baby/honest-diapers> ▼  
 \$13.95 - In stock  
 Buy natural, premium and eco-friendly disposable baby **diapers** from The **Honest** Company. Gentle, safe, and non-irritating for the most sensitive skin.

23        66. The Honest Diapers' product webpage on Honest.com states that  
 24 Honest Diapers are "plant-based" and "safe" and contain "NO HARSH  
 25 CHEMICALS (EVER)," and in so doing, has amplified its representation that  
 26 Honest Diapers are "natural."  
 27

67. The following excerpted screenshot appeared on Honest.com on August 25, 2015, describing Honest Diapers:

Our ultra absorbent, eco-friendly\* diapers — made with naturally derived, plant-based & sustainable materials\* — are extra soft, hypoallergenic, free of chlorine processing and additives (like fragrances, lotions, and latex). Oh, and did we mention how adorable they are?

about

- Plant-based (PLA) inner and outer layers — gentle on your baby's bottom
- Super absorbent core with fluff pulp harvested from certified sustainably managed forests — NO chlorine processing or harsh chemical bleaches
- Naturally derived odor inhibitors from citrus and chlorophyll
- Bio-based, gluten free wheat/corn blend in super absorbent core — less sodium polyacrylate
- Simply pure — no fragrances, lotions, or latex
- Yes, diapers can be fun too! Cute, stylish designs for girls and boys — updated seasonally! Never miss out.
- Comfy-stretch side panels and soft, refastenable tabs for perfect fit and wiggability!
- Securely fitting moisture barrier cuffs help prevent leakage and blowouts
- Gentle, safe, and non-irritating for sensitive skin

size & quantity chart

\*MADE WITH NATURALLY DERIVED, PLANT-BASED & SUSTAINABLE MATERIALS

The diagram shows a top-down view of a diaper. Labels with red lines pointing to specific parts include: 'comfy-stretch waistband' at the top edge, 'superior absorbency' in the center, 'natural odor-blockers' on the right side, 'bio-based sustainably harvested core' in the center-left, 'advanced leak protection' at the bottom edge, and 'ultra soft, plant-based materials' on the right side. A red circular seal with a leaf and the text 'NO HARSH CHEMICALS EVER!' is visible on the right side of the page.

68. The Honest Diapers' product page on Honest.com previously stated that Honest Diapers were "100%....plant-based," and in so doing, further amplified its representations that Honest Diapers are natural.

69. The following excerpted screenshot appeared on the Internet Archive's Wayback Machine on August 26, 2015, accessed by inserting the Honest.com Diaper Bundle webpage, and selecting January 21, 2013:

*A new diaper for a new generation!*

100% non-toxic, chlorine-free, sustainable, and plant-based materials — ensuring your baby is safe and NOT exposed to any harsh or synthetic chemicals (ever!)

- [Diapers](#)
- [Wipes](#)
- [Patterns](#)
- [Details & Ingredients](#)

70. By consistently and systematically advertising the Honest Diapers as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Diapers would be exposed to these advertising representations and would take them literally.

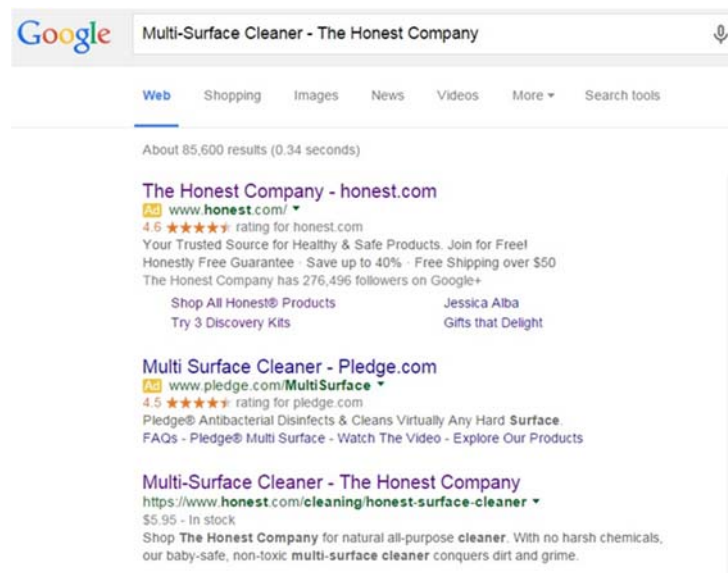
### *Honest Multi-Surface Cleaner*

71. Honest.com states that Honest Multi-Surface Cleaner is “natural.”

72. The Honest Multi-Surface Cleaner’s product webpage on Honest.com provides the following website “meta-tag” description to search engine crawlers:  
 <meta content="Shop The Honest Company for natural all-purpose cleaner. With no harsh chemicals, our baby-safe, non-toxic multi-surface cleaner conquers dirt and grime." name="description" />.

73. As a result of this meta-tag, the representation that Honest Multi-Surface Cleaner is “natural” appears verbatim in Google search results for Honest Multi-Surface Cleaner.

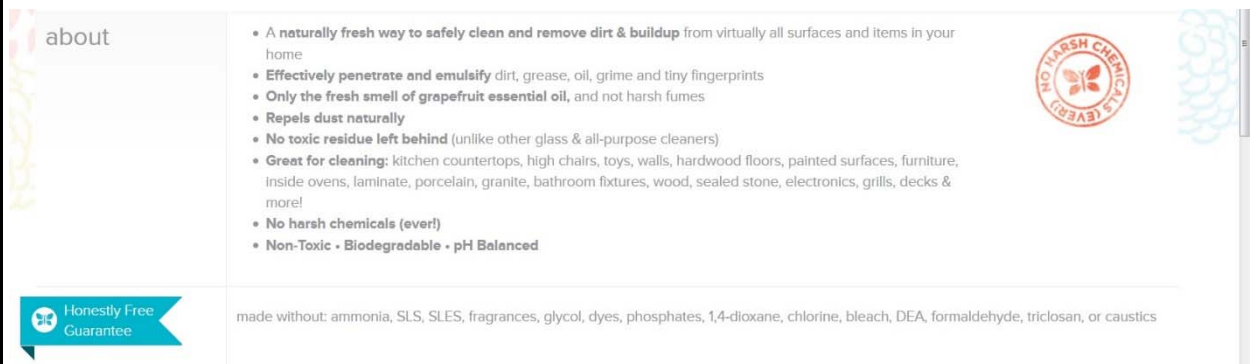
74. The following excerpted screenshot is a Google search conducted for “Multi-Surface Cleaner – The Honest Company” on August 26, 2015:





75. The Honest Multi-Surface Cleaner product webpage on Honest.com states that Honest Multi-Surface Cleaner is “naturally fresh,” and “Non-Toxic,” and that it contains “NO HARSH CHEMICALS (EVER),” and “Repels dust naturally.” Each of these statements has amplified Defendant’s representation that Honest Multi-Surface Cleaner is natural.

76. The following excerpted screenshots appeared on Honest.com on August 25, 2015:



77. By consistently and systematically advertising the Honest Multi-Surface Cleaner as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Honest intended that all consumers purchasing Honest Multi-Surface Cleaner would be exposed to these advertising representations, and would take them literally.

#### *Honest Sunscreen*

78. Honest Sunscreen originally contained 20 percent zinc oxide, the only active ingredient. In March 2015, Defendant reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide, but continued to advertise Honest Sunscreen as “effective.”

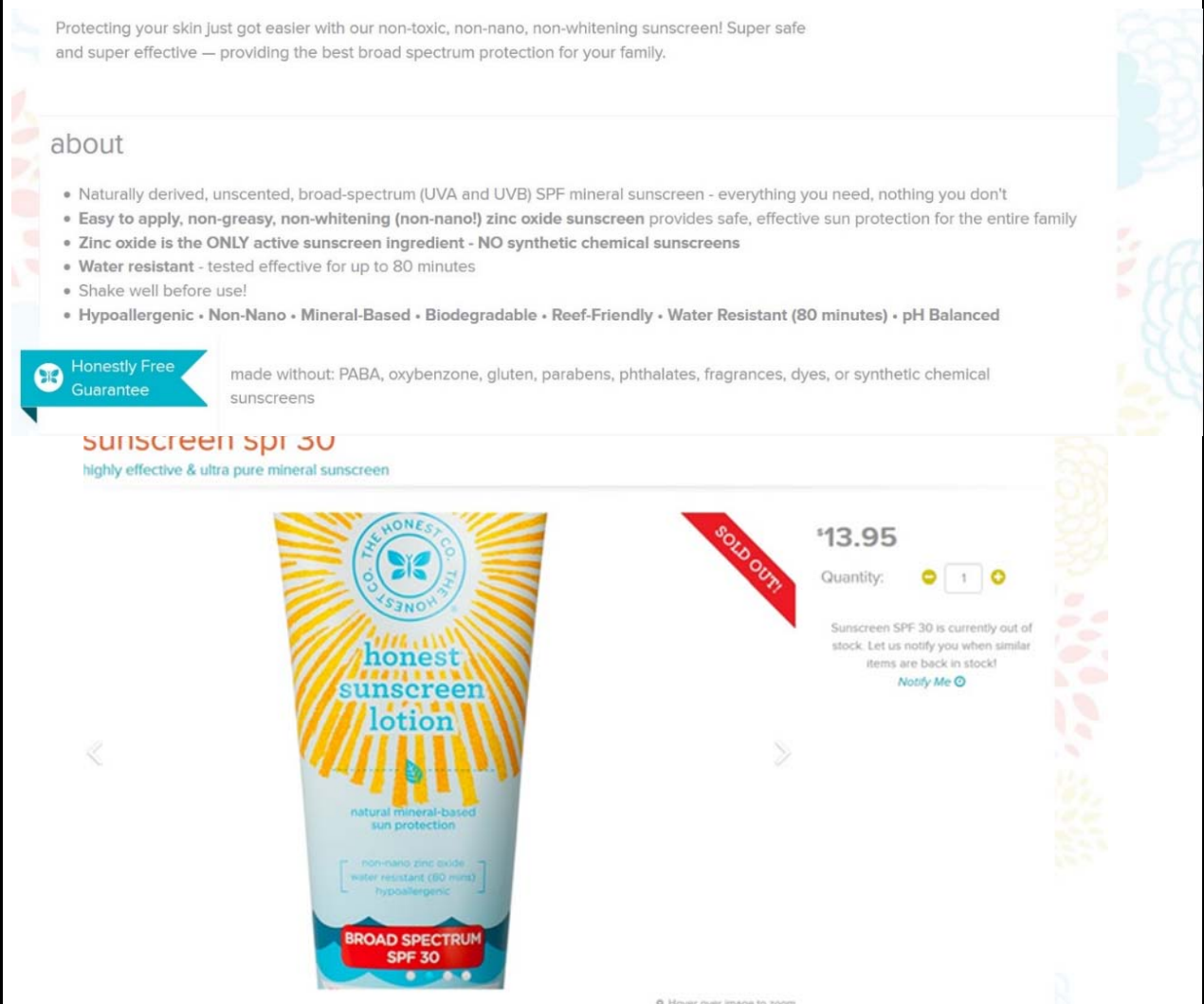


79. At some point in time during or slightly after March 2015, Defendant labeled Honest Sunscreen as providing (A) “broad-spectrum mineral-based protection” or (B) “natural mineral based sun protection.”

80. Defendant amplified these representations by labeling Honest Sunscreen with the phrase “broad spectrum SPF 30.”

81. Honest.com further amplified these representations by describing Honest Sunscreen as “highly effective,” “super effective,” and “safe.”

82. These excerpted screenshots appeared on Honest.com on August 14, 2015:



83. By consistently and systematically labeling and advertising Honest Sunscreen as (A) providing “broad-spectrum mineral-based protection”; (B) providing “natural mineral based sun protection”; (C) “effective”; (D) “highly effective,” (E) “super effective;” (F) “safe,” and/or (G) providing “broad spectrum SPF 30” and (H) “honest” throughout the Sunscreen Class Period, Defendant intended that all consumers purchasing Honest Sunscreen would be exposed to these advertising representations and take them literally.

84. Defendant’s representations regarding Honest Sunscreen’s sun protection characteristics are not mere puffery, including because sun protection is the product’s express purpose and thus any consumer would necessarily rely on such representations in deciding to purchase the product.

### **Untrue, Misleading, and/or Deceptive Claims**

#### *Natural Goods Advertising*

85. Defendant’s representations in advertisements and labels are misleading, deceptive, and/or untrue.

86. Defendant falsely represented and continues to represent, expressly and by implication, that the Natural Products are natural.

87. “Natural” in the context of Defendant’s products means each product contains no artificial ingredients.

88. The representation that a product is natural is material to a reasonable consumer.

#### *Synthetic Ingredients Are Not Natural*

89. Honest Natural Products that Defendant advertised and/or labeled as “natural” contain non-natural ingredients.

90. Contrary to Defendant’s representations in advertisements and labels, including in product descriptions on Honest.com and Target.com, the Honest Natural Products contain non-natural ingredients as follows:

- a. Honest Dish Soap
  - i. *Methylisothiazolinone*- a synthetic preservative.
  - ii. *Cocamidopropyl Betaine*- a synthetic surfactant.
  - iii. *Phenoxyethanol*- a synthetic preservative.
- b. Honest Hand Soap
  - i. *Phenoxyethanol*- see above.
- c. Honest Multi-Surface Cleaner
  - i. *Methylisothiazolinone*- see above.
- d. Honest Diapers
  - i. *Sodium Polycrylate*- a petrochemical-based additive.

91. Synthetic ingredients are artificial, not natural.

92. The Environmental Working Group rates each of these ingredients as exceeding the organization's "low hazard" threshold, according to the following ratings on the organization's informational website:

- (a) Methylisothiazolinone - EWG Rating: 7 out of 9 – "High Hazard."
- (b) Cocamidopropyl Betaine - EWG Rating: 4 out of 9 – "Moderate Hazard."
- (c) Phenoxyethanol - EWG Rating: 4 out of 9 – "Moderate Hazard."
- (d) Sodium Polycrylate - EWG Rating: 3 out of 9 – "Moderate Hazard."

93. Defendant's own statements on the "honestly blog" concede that these ingredients are not natural.

94. Defendant has expressly criticized its competitors for using "preservatives (and ingredients) with synthetic fragrances," including "Methylisothiazolinone."

95. Defendant stated on the “honestly blog” that Cocamidopropyl Betaine “isn’t found in nature,” adding the statement “but that’s the beauty and power of chemistry!”

96. Defendant stated on the “honestly blog” that the ingredient Phenoxyethanol is “synthetically produced in a laboratory.”

97. Defendant indicated on the “honestly blog” that the ingredient Sodium Polycrylate is “petroleum-based.” This statement also contradicts Defendant’s prior advertising representation that Honest Diapers are 100% plant-based.

98. As indicated by the statements above, Defendant knowingly advertises and or labels the Natural Products as natural despite knowing the Natural Products contain synthetic, non-natural ingredients.

99. Plaintiffs would all consider purchasing Honest Natural Products in the future if Defendant ceases selling misrepresented products as alleged in this Complaint.

100. By claiming Natural Products that contain synthetic ingredients are natural, Defendant knowingly deceived and misled reasonable consumers and knowingly made representations in advertising and/or labels Defendant knew to be untrue and would mislead consumers, or which by the exercise of reasonable care Defendant should have known were untrue and would mislead consumers.

## Sunscreen Advertising

101. Defendant falsely represented in advertising and labeling, and continues to so represent, expressly and by necessary implication, that Honest Sunscreen is effective, when Defendant knew the only active ingredient in Honest Sunscreen had been reduced by more than half in March 2015.

102. According to Defendant, “Zinc oxide is the ONLY active sunscreen ingredient” in Honest Sunscreen.

103. Honest Sunscreen originally contained 20 percent zinc oxide.

104. As of March 15, 2015, Defendant's website stated Honest Sunscreen's zinc oxide content was 20 percent and the Drug Facts on the back of Honest Sunscreen's bottle stated "Active Ingredient: Zinc Oxide 20%":<sup>1</sup>



<sup>1</sup> *Id.*



105. However, sometime later in March 2015, Defendant quietly reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide. (In comparison, other sunscreens typically contain between 18 and 25 percent zinc oxide.)

106. As of August 12, 2015, Defendant's website stated Honest Sunscreen's zinc oxide content was 9.3 percent and the Drug Facts on the back of Honest Sunscreen's bottle stated "Active Ingredient: Zinc Oxide 9.3%":

details & ingredients

3.0 oz.  
Broad Spectrum SPF 30  
Water Resistant (80 mins)

ACTIVE INGREDIENT:

Non-Nano Zinc Oxide 9.3%

INACTIVE INGREDIENTS:

Beeswax\*, Butyloctyl Salicylate, Butyrospermum Parkii (Shea) Butter\*, Calendula Officinalis Flower Extract\*, Chamomilla Recutita (Matricaria) Flower Extract\*, Cocos Nucifera (Coconut) Oil, Helianthus Annuus (Sunflower) Seed Oil, Hydrogenated Vegetable Oil, Jojoba Esters, Methyl Dihydroabietate, Olea Europaea (Olive) Fruit Oil\*, Prunus Armeniaca (Apricot) Kernel Oil, Silica, Simmondsia Chinensis (Jojoba) Seed Oil\*, Tocopherol

\*Certified Organic Ingredient







107. Although in March 2015 Defendant reduced the content of zinc oxide—by its own admission, “the ONLY active sunscreen ingredient” in Honest Sunscreen—by more than half, it continued to represent that Honest Sunscreen was effective and provided “broad spectrum SPF 30 sun protection.”

108. The advertising representations that a product is “effective” and provides “broad-spectrum mineral-based protection” or “natural mineral based sun protection,” in the context of Honest Sunscreen, mean the product should protect the user from unhealthy exposure to harmful UV rays.

109. These representations are material to a reasonable consumer. This is evidenced by Defendants making these representations in labeling and advertising in online webpage descriptions on Honest.com, and point-of-sale displays, and in other advertising materials.

110. Defendant knew or should have known its representations would mislead consumers about Honest Sunscreen’s sun protection characteristics.

#### *Honest Sunscreen Is Ineffective*

111. Defendant stated and continues to state that Honest Sunscreen is “effective” for sunblock protection and provides “broad-spectrum mineral-based protection” and/or “natural mineral based sun protection,”

112. These representations are untrue, misleading, and/or deceptive.

113. Defendant sought to induce consumers including Plaintiff to purchase Honest Sunscreen by making the above representations regarding its alleged health and safety benefits. As one consumer stated, “I’m not a chemist. . . . But when I buy a bottle that says SPF 30 on it and it has zinc oxide, I just thought I was getting her a bottle that would offer some protection.” (Lisa Parker, “Burn Notice: Angry Parents, Sunburned Kids and Complaints About a Popular Brand of Sunscreen,” NBC Chicago, <http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html> (last visited Jan. 4, 2016)).

114. Defendant’s claims regarding Honest Sunscreen’s effectiveness are directly contradicted by Plaintiffs’ experiences and those of hundreds of other unhappy customers, to wit:





The Honest Company - Sunscreen Lotion  
SPF 30, 3 Fl Oz

☆☆☆☆☆ Horrible product! We went to  
Hawaii with our kids

By Jaymie Chapman on Jul 30, 2015

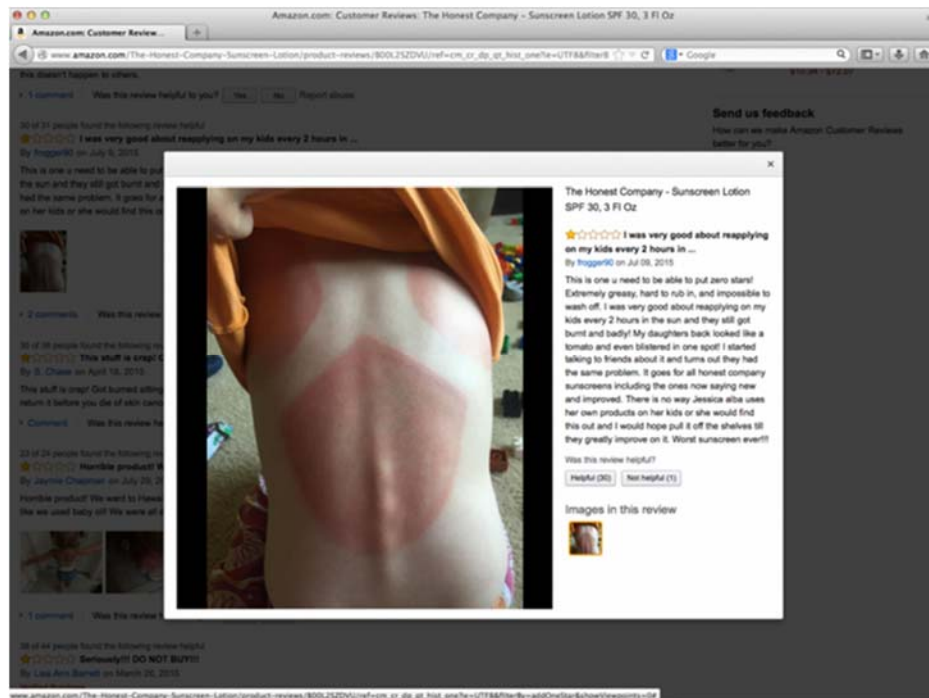
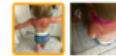
Horrible product! We went to Hawaii with our kids. We sat at the pool for a few hours. Everyone used honest sunscreen and continued to reapply the sunscreen. It was like we used baby oil! We were all extremely burned! Especially my little 2 year old! She had blisters on her shoulder! It is so sad! Worst product ever!

Was this review helpful?

Helpful (5)

Not helpful (1)

Images in this review





115. Throughout August 2015, Defendant received numerous customer reviews and complaints alleging Honest Sunscreen did not offer the sun protection it promised and marketed. According to one news story:

Jessica Alba's Honest Company has come under fire by unhappy customers who say the brand's sunscreen option is sub-par. Several people took to social media to show off the painful-looking sunburns they got after using the product, with many mentioning they were only in the sun for a few minutes. A study done by NBC5 Chicago found that Honest's sunscreen contains only 9.3 percent non-nano zinc oxide while other products contain 18 to 25 percent of the active ingredient. They wonder if the reduced amount of zinc oxide contributed to the issues customers were having. Honest changed its formula, which originally had 20 percent zinc oxide, earlier this year but claims to have added other components to make up for the reduced amounts.

1 (See Jihan Forbes, “Jessica Alba Responses to Honest Sunscreen Fails,” The  
2 Fashion Spot, [http://www.thefashionspot.com/buzz-news/latest-](http://www.thefashionspot.com/buzz-news/latest-news/624761-jessica-alba-honest-sunscreen/)  
3 [news/624761-jessica-alba-honest-sunscreen/](http://www.thefashionspot.com/buzz-news/latest-news/624761-jessica-alba-honest-sunscreen/) (last visited Jan. 7, 2016)).

4 116. Defendant’s Amazon marketplace webpage contains documented  
5 customer reviews that detail evidence of sunburn and blisters resulting from  
6 exposure to the sun, after applying Honest Sunscreen.

7 117. Defendant’s Twitter and Facebook account received numerous  
8 messages published by users who documented sunburn injuries resulting from  
9 exposure to the sun, after applying Honest Sunscreen.

10 118. Consumer comments on Defendant’s blog also contained numerous  
11 complaints about sunburn and after-effects resulting from exposure to the sun after  
12 applying Honest Sunscreen.

13 *Defendant Knew its Sunscreen Failed to Protect Users as of August 2015*

14 119. Defendant continued to represent that Honest Sunscreen was effective  
15 even after learning that numerous consumers suffered sunburns using Honest  
16 Sunscreen.

17 120. Defendant responded to the media backlash with a statement that  
18 compounded its deceptive representations regarding Honest Sunscreen.  
19 Specifically, Defendant stated, “Our previous Sunscreen formulation had a 40-  
20 minute water resistance and customers told us that it didn’t apply as easily as they  
21 would’ve liked. Based on our own experience and consumer feedback, we  
22 redesigned our Sunscreen Lotion for 80-minute water resistance and an improved  
23 formulation that allows for easier application and a lighter-weight feel.”

24 121. Defendant further attempted to create false confidence in Honest  
25 Sunscreen by claiming it was tested by a third party to meet FDA standards, even  
26 though according to the FDA it neither verifies such testing nor requires any  
27 company to share the result of any such testing.



122. Defendant's false advertising misconduct is further belied by its own subsequent actions. According to one news story:

After seeing the rash of complaints NBC 5 Investigates visited some local stores and found the product was no longer on some store shelves, like Target where an employee told us it was "discontinued." The shelves were nearly empty at the Nordstrom we visited, and "out of stock" for visitors to the company website. Which made us wonder: is the company quietly pulling a problem product? (Parker, "Burn Notice," *supra*.)

**Plaintiffs' Experience with Defendants' Advertising and Products**

*Plaintiffs' Purchase of the Products*

*Hand Soap*

123. Starting in late 2013 and through the summer of 2015, Plaintiff Stavroula purchased Honest Hand Soap from Target in the State of Florida.

124. In or about July 2015, Plaintiff Rubin purchased "lemongrass" Honest Hand Soap from Gelson's Markets in Los Angeles, California.

*Dish Soap*

125. Starting in late 2013 and through the summer of 2015, Plaintiff Stavroula purchased Honest Dish Soap from Target in the State of Florida.

126. In or about July 2015, Plaintiff Rubin purchased "white grapefruit" Honest Dish Soap from Gelson's Markets in Los Angeles, California

*Sunscreen*

127. In late April or early May 2015, Plaintiff Michael purchased Honest Sunscreen at Costco Wholesale in West Des Moines, Iowa.

128. On June 26, 2015 Ms. Hembree purchased Honest Sunscreen from Costco Wholesale in Burlington, Kansas.



1           129. On March 29, 2015, Ms. Lung purchased Honest Sunscreen from  
2 Costco Wholesale in Burbank, California.

3           *Plaintiffs' Exposure to the False Advertising and the Resulting Harm*

4           130. Plaintiffs Rubin, Michael, Da Silva, Hembree, and Lung all actually  
5 witnessed Defendant's advertising campaign.

6           131. Starting in at least February 2015, Rubin became aware of the Honest  
7 Company's representations that its Hand Soap and Dish Soap, along with its other  
8 products, were "natural" and non-toxic. From approximately February 2015  
9 through at least July 2015, he viewed Defendant's website several times, he saw  
10 Defendant's ads on Facebook and saw banner ads on other websites, promoting its  
11 products as "natural". He also viewed videos of Jessica Alba on television and the  
12 internet promoting Defendant's image as a company that only sells natural  
13 products

14           132. When Rubin purchased the Honest Hand Soap in or about July 2015,  
15 he saw Defendant's representation on the label that the product was "natural."

16           133. Rubin bought the Honest Hand Soap and Dish Soap, which were  
17 marked up at a premium as compared to comparable products, based on  
18 Defendant's representations on its labels, advertising and marketing that the  
19 products were natural.

20           134. Starting in late 2013 and through 2015, Plaintiff Da Silva read and  
21 generally believed that Honest products were natural, non-toxic, and plant based.  
22 Plaintiff Da Silva saw Defendant's advertising and labeling representations on  
23 product packaging, in-store displays, internet advertising, magazines, and  
24 advertising and articles in parenting magazines.

25           135. Plaintiff Da Silva bought the Honest Hand Soap and Dish Soap,  
26 which were marked up at a premium as compared to comparable products, based  
27

1 on Defendant's representations on its labels, advertising and marketing that the  
2 products were natural.

3 136. As stated above, Defendant knew or should have known that its  
4 representations regarding the Natural Products would mislead consumers into  
5 believing those products did not contain synthetic ingredients.

6 137. Plaintiffs Rubin and Da Silva did not know and had no reason to  
7 suspect that Defendant misrepresented the characteristics of Honest Hand Soap  
8 and Dish Soap.

9 138. As a result of his payment of a premium to Defendant for these  
10 Natural Products, both Rubin and Da Silva experienced economic harm.

11 139. Prior to purchasing Honest Sunscreen, Plaintiffs Michael, Hembree,  
12 and Lung all saw Defendant's representations that, among other things, Honest  
13 Sunscreen offered "broad spectrum SPF 30" sun protection.

14 140. For example, in the months prior to her purchase of the Sunscreen in  
15 June 2015, Plaintiff Hembree observed Defendant's advertising and marketing of  
16 its products, including the sunscreen, as natural, safe and effective, on television,  
17 on Defendant's Facebook page, its website, and in floor displays at Costco and  
18 other stores.

19 141. Starting in late 2013, Plaintiff Lung became aware of Honest  
20 Sunscreen as a consumer products brand. At least as early as 2013, she purchased  
21 pre-2015 formulations of Honest Sunscreen. Lung reasonably believed that the  
22 Honest Sunscreen was effective, based upon Defendant's brand and company  
23 name, and based upon her experience with earlier versions of the Honest  
24 Sunscreen product.

25 142. Plaintiff Lung purchased Honest Sunscreen from CostCo Wholesale  
26 on March 29, 2015. In addition to purchasing a product she believed was  
27 effective, based upon her experience with previous Honest Sunscreen products,

1 Lung took special notice that the Honest Sunscreen product she purchased was  
2 labelled as SPF 30, and that it offered broad spectrum protection.

3 143. Plaintiffs Michael and Hembree experienced sunburns as a result of  
4 using the product. Plaintiff Lung's children experienced sunburns as a result of  
5 using the product.

6 144. Michael used Honest Sunscreen as directed in May 2015 and suffered  
7 a severe sunburn resulting in blistering and peeling.

8 145. Hembree used Honest Sunscreen as directed starting in August 2015  
9 and suffered a severe sunburn as well.

10 146. Lung applied Honest Sunscreen on her two sons during her family's  
11 regular beach outings, in the spring of 2015. Lung applied the sunscreen and  
12 abided by package directions, including instructions specific to outdoor use near  
13 water. Lung's two children suffered sunburns after using Honest Sunscreen.  
14 Assuming that she had misapplied the sunblock, she tried to use the product again,  
15 during a second outing. Lung's children again experienced sunburn, after which  
16 she stopped using Honest Sunscreen.

17 147. Prior to their purchases, Plaintiffs did not know and had no reason to  
18 know Defendant misrepresented Honest Sunscreen's sun protection  
19 characteristics.

20 148. Plaintiffs each paid for an ineffective Honest Sunscreen product and  
21 experienced economic harm. Had Plaintiffs known that Defendant falsely  
22 marketed and sold Honest Sunscreen, they would not have purchased the Honest  
23 Sunscreen product.

24 **Plaintiffs' Reliance Was Reasonable**

25 149. Plaintiffs reasonably relied on Defendant's own statements and  
26 advertising concerning the particular qualities and benefits of their products.

150. Plaintiffs read and relied upon the labels on products in making their purchasing decisions, along with viewing the statements and advertising on Defendant's website and elsewhere on the internet.

151. A reasonable consumer would consider the statements and advertising regarding the sun protection characteristics of a sunscreen. Here, Plaintiffs relied on the specific statements and representations by Defendant that the Honest Sunscreen would provide SPF 30 protection and offered the "best broad spectrum protection."

152. A reasonable consumer would consider the ingredients and physical properties when looking to purchase a natural or organic product. Here, Plaintiffs relied on the specific statements and representations by Defendant that the Natural Products were natural supplemental representations, including that the Natural Products do not contain harsh chemicals, are safe, are non-toxic, and are plant-based.

**Defendant's Knowledge and Notice of its Breaches of its  
Express and Implied Warranties**

153. Defendant had sufficient notice of its breaches of its express and implied warranties. Defendant had and has exclusive knowledge of the physical and chemical make-up of its Sunscreen and the Natural Products.

154. For instance, as early as June 28, 2012, a consumer inquired with Defendant about its inadequate disclosure that its cleaning products contained cocamidopropyl betaine, phenoxyethanol, and methylisothiazolinone<sup>2</sup>:

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<sup>2</sup> <https://gimmethegoodstuff.org/the-honest-company-by-jessica-alba-good-bad-or-sneaky/#comments>

katie says

Wednesday, June 27th, 2012 1:27 PM at 1:27 pm

Where does it say that the dish soap contains the ingredients: cocamidopropyl betaine, phenoxyethanol, and methylisothiazolinone. On the bottle it says water and coconut oil derived surfactants. Are all those things what makes coconut oil derived surfactants?

Update before I even send. I just need to say, I am surprised that the label of a company who's goal is to be completely transparent, was not so transparent. I went to the website and now the dish soap has an 'updated scent' of white grapefruit and spells out those ingredients you mentioned instead of what's on my bottle, "Water, and coconut oil derived surfactants.". I am disappointed in the 'honest' company and will not be purchasing from them again.

Reply

Maia says

Thursday, June 28th, 2012 6:25 PM at 6:25 pm

Hi Katie-

I got my information from the website and a couple of phone calls to the company; I've not yet held a bottle of the soap in my hand, and I'm disappointed to hear that the ingredients listed there are vague and, frankly, sneaky. I agree that there is an inconsistency between the ostensible mission of the company and not only the inclusion of such chemicals, but also the intentional obscuring of their inclusion! That said, I have to reiterate what I said in my post: I think Jessica Alba is sincerely passionate about making safe products, and the vast majority of the Honest line is clean, safe, and...well, honest. It's unfortunate that the dish soap is such a glaring exception.

155. Defendant was also notified of the defective nature of its Honest Sunscreen through consumer contacts, complaints, and news related articles. (David Kroll, "The Failure of Jessica Alba's Honest Company Sunscreen Explained," Forbes, <http://www.forbes.com/sites/davidkroll/2015/08/03/the-failure-of-jessica-albas-honest-company-sunscreen-explained/> (Last accessed on Aug. 3, 2015).)

156. Indeed, on information and belief, Honest itself chose to run tests on its sunscreen based on the numerous complaints, articles and bad press on August 2, 2015. (Jessica Fecteau, "Jessica Alba's Honest Company Responses to Sunscreen Complaints: 'We Take All Consumer Feedback Very Seriously.'" People.com, available online at <http://www.people.com/article/jessica-alba-honest->



1 company-sunscreen (last accessed Jan. 7, 2016).) Thus, Defendant had knowledge  
2 and notice from proposed class members prior to filing on any complaint.

3 157. Plaintiff Michael and Rubin also timely sent Defendant a letter  
4 detailing the bases for their claims of breach of implied and express warranties.  
5 These letters were sent months before the filing of this consolidated complaint.

6 **Privity Exists With Plaintiffs and the Proposed Class**

7 158. Defendant knew that consumers such as Plaintiffs and the proposed  
8 Class would be the ultimate user of the products and target of its advertising and  
9 statements.

10 159. Defendant intended that its statements and representations would be  
11 considered by the end-users of its products, including Plaintiffs and the proposed  
12 Class.

13 160. Defendant directly marketed to Plaintiffs through its statements on its  
14 websites and packaging.

15 161. Plaintiffs are the intended beneficiaries of the express and implied  
16 warranties.

17 **CLASS ACTION ALLEGATIONS**

18 162. Plaintiffs bring this action on behalf of themselves and, pursuant to  
19 Rule 23 of the Federal Rules of Civil Procedure, on behalf of two nationwide  
20 classes (the “Honest Natural Products Class” and the “Honest Sunscreen Class”)  
21 that include other similarly situated purchasers of the Honest Products who  
22 experienced the same or substantially similar harm as a result of Defendant’s false  
23 advertising.

24 **HONEST NATURAL PRODUCTS CLASS:** All U.S. residents who have  
25 purchased Honest Dish Soap, Honest Hand Soap, Honest Diapers, Honest or  
26 Multi-Surface Cleaner (the “Natural Product(s)”) from any retail store or website  
27

1 and who did not register for membership with the Honest Company during the  
2 applicable statute of limitations.

3 **HONEST SUNSCREEN CLASS:** All U.S. residents who have purchased  
4 Honest Sunscreen from any retail store or website and who did not register for  
5 membership with the Honest Company during the applicable statute of limitations.

6 Both of the Classes exclude any judge or magistrate assigned to this case;  
7 all persons who make a timely election to be excluded from the Class;  
8 governmental entities; Defendant and any entity in which Defendant has a  
9 controlling interest, and its officers, directors, legal representatives, successors and  
10 assigns; and any person who purchased the Honest Products for resale.

11 163. As used herein, the terms “Natural Products Class Members” and  
12 “Sunscreen Class Members” shall mean and refer to the members of the respective  
13 Classes described above.

14 164. Plaintiffs reserve the right to amend the Class definitions, and to add  
15 subclasses, as warranted by facts discovered.

16 165. Class-wide treatment is appropriate because Plaintiffs can prove the  
17 elements of their claims on a class-wide basis using the same evidence as would  
18 be used to prove those elements in individual actions alleging the same claims.

19 166. Numerosity—Federal Rule of Civil Procedure 23(a)(1). The  
20 members of the Classes are so numerous that joinder is impracticable. Upon  
21 information and belief, there are at least thousands of individual purchasers of  
22 Honest Natural Products and Honest Sunscreen. The precise number of Honest  
23 Natural Products Class Members or Honest Sunscreen Class Members is unknown  
24 to Plaintiffs, but may be ascertained, including by objective criteria. Members of  
25 the classes may be notified of the pendency of this action by recognized, Court-  
26 approved notice dissemination methods.

1           167. Commonality and Predominance—Federal Rules of Civil Procedure  
 2 23(a)(2) & 23(b)(3). This action involves common questions of law or fact, which  
 3 predominate over any questions affecting individual members of the Classes.

4 Common questions include:

5           (a) Whether Defendant owed a duty of care to the Honest Natural  
 6 Products Class and/or the Honest Sunscreen Class.

7           (b) Whether Defendant represented and continues to represent that  
 8 certain Honest Natural Products are natural;

9           (c) Whether Defendant represented and continues to represent that  
 10 Honest Sunscreen is effective;

11           (d) Whether Defendant's representations in advertising and/or labeling  
 12 are false, deceptive, and misleading;

13           (e) Whether those representations are likely to deceive a reasonable  
 14 consumer;

15           (f) Whether Defendant had knowledge that those representations were  
 16 false, deceptive, and misleading;

17           (g) Whether Defendant continues to disseminate those representations  
 18 despite knowledge that the representations are false, deceptive, and misleading;

19           (h) Whether a representation that a product is natural is material to a  
 20 reasonable consumer of natural products;

21           (i) Whether a representation that a product is effective is material to a  
 22 reasonable consumer of products;

23           (j) Whether Defendant knowingly failed to protect the Sunscreen Class  
 24 from the risks and consequences of decreasing the amount of zinc oxide in Honest  
 25 Sunscreen;

26           (k) Whether California law applies to the claims of the proposed Classes;

27           (l) Whether Defendant breached express and implied warranties;

1 (m) Whether Defendant violated California Business and Professions  
2 Code § 17200 *et seq.*;

3 (n) Whether Defendant violated California Business and Professions  
4 Code § 17500 *et seq.*;

5 (o) Whether Defendant violated California Civil Code § 1750 *et seq.*;

6 (p) Whether Defendant was unjustly enriched;

7 (q) Whether Plaintiffs and the members of the Classes are entitled to  
8 actual, statutory, and punitive damages; and

9 (l) Whether Plaintiffs and members of the Classes are entitled to  
10 declaratory and injunctive relief.

11 168. Defendant engaged in a common course of conduct giving rise to the  
12 legal rights sought to be enforced by Plaintiffs each individually and on behalf of  
13 the other members of the Classes. Identical statutory violations and business  
14 practices and harms are involved. Individual questions, if any, are not prevalent in  
15 comparison to the numerous common questions that dominate this action.

16 169. Typicality—Federal Rule of Civil Procedure 23(a)(3). Plaintiffs’  
17 claims are typical of the claims of the other members of each of the Classes  
18 because, among other things, all members of the Classes were comparably injured  
19 through the uniform misconduct described above and were subject to Defendant’s  
20 false, deceptive, misleading, and unfair labeling and marketing practices,  
21 including the false claims that the Honest Natural Products are natural and the  
22 Honest Sunscreen is effective. Plaintiffs do not have any interests adverse to the  
23 Classes.

24 170. Adequacy of Representation—Federal Rule of Civil Procedure  
25 23(a)(4). Plaintiff are adequate representatives of the members of each of the  
26 Classes because their interests do not conflict with the interests of the other  
27 members of the Class they seek to represent; they have retained competent counsel

1 with experience in complex class action litigation; and Plaintiffs will prosecute  
2 this action vigorously. The interests of the members of the Classes will be fairly  
3 and adequately protected by Plaintiffs and their counsel.

4 171. Declaratory and Injunctive Relief—Federal Rule of Civil Procedure  
5 23(b)(2). Defendant has acted or refused to act on grounds generally applicable to  
6 Plaintiffs and other members of the Classes, thereby making appropriate final  
7 injunctive relief and declaratory relief, as described below, with respect to the  
8 members of the Classes, each as a respective whole.

9 172. Superiority—Federal Rule of Civil Procedure 23(b)(3). A class  
10 action is superior to any other available means for the fair and efficient  
11 adjudication of this controversy, and no unusual difficulties are likely to be  
12 encountered in the management of this class action. The damages or other  
13 financial detriment suffered by Plaintiffs and the other members of the Classes are  
14 relatively small compared to the burden and expense that would be required to  
15 individually litigate their claims against Defendant, so it would be impracticable  
16 for members of the Classes to seek redress for Defendant’s wrongful conduct on  
17 an individual basis. Individualized litigation would also pose the threat of  
18 significant administrative burden to the court system. Individual cases would  
19 create the potential for inconsistent or contradictory judgments, and would  
20 increase delay and expense to all parties and the court system. By contrast the  
21 class action device presents far fewer management difficulties and provides the  
22 streamlined benefits of singular adjudication and comprehensive supervision by  
23 one court. Given the similar nature of the class members’ claims, the Classes will  
24 be easily managed by the Court and the parties and will be managed more  
25 efficiently in this integrated class action than through multiple separate actions in  
26 the various states.



**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF**

**Violation of California's Consumer Legal Remedies Act**

**California Civil Code §§ 1750 *et seq.***

173. Plaintiffs hereby incorporate by reference the allegations contained in this Complaint.

174. Plaintiffs bring this claim for relief pursuant to the California Consumers Legal Remedies Act ("CLRA").

175. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(5), which prohibits "Representing that goods or services have . . . characteristics, ingredients, uses, benefits, or quantities which they do not have."

176. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(7), which prohibits "Representing that goods or services are of a particular standard, quality or grade . . . if they are of another."

177. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(9), which prohibits "Advertising goods . . . with intent not to sell them as advertised."

178. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(16), which prohibits "Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not."

179. Honest Products are "goods" within the meaning of Civil Code § 1761(a) and § 1770.

180. Defendant is a "person," as defined by Civil Code § 1761(c).

181. Plaintiffs and the members of the Classes are "consumers" within the meaning of Civil Code § 1761(d) and § 1770.

182. Plaintiffs Rubin and Da Silva and members of the Classes purchased Honest Hand Soap, Honest Dish Soap, and Honest Sunscreen for personal, family, and household purposes as meant by Civil Code § 1761(d).

1           183. Each purchase of the Honest Products by Plaintiffs and each member  
2 of the Classes constitutes a “transaction” within the meaning of Civil Code §§  
3 1761(e) and 1770.

4           184. In fact, Plaintiff Rubin and Da Silva and the Honest Natural Products  
5 Class Members relied upon the representations in advertising and labels to their  
6 detriment and paid a higher price for Honest Natural Products than they would  
7 have paid for products that are not natural.

8           185. In fact, Plaintiffs Michael, Hembree, and Lung and the Honest  
9 Sunscreen Class Members relied upon the representations in advertisements and  
10 labels to their detriment and paid for the ineffective Honest Sunscreen products.

11           186. Defendant’s conduct is ongoing and, unless restrained, likely to recur.

12           187. Plaintiffs, on behalf of themselves and members of the Classes, seek  
13 injunctive relief prohibiting Defendant from engaging in the misconduct described  
14 herein.

15           188. Plaintiffs seek attorneys’ fees and costs as allowed by law.

16           189. CLRA Civil Code § 1782(d) codifies Plaintiffs’ right to amend  
17 without leave of court to include a request for damages.

18           190. On September 3, 2015, Plaintiff Rubin sent a CLRA § 1782 (a) notice  
19 letter to Defendant, a copy of which is attached hereto as Exhibit A. Defendant  
20 was served with a copy of the letter on September 14, 2015.

21           191. On September 24, 2015, Plaintiff Michael sent a CLRA § 1782 (a)  
22 notice to Defendant, a copy of which is attached hereto as Exhibit B. Defendant  
23 was served with a copy of the letter shortly after Plaintiff Michael sent the letter.

24           192. Defendant failed to provide appropriate relief for its violations of  
25 CLRA §§ 1770(a)(5), (7), (9) and (16) within 30 days of receipt of Plaintiff  
26 Rubin’s notification. In accordance with Civ. Code § 1782(b), Plaintiffs and the  
27

1 Classes are entitled, under CLRA § 1780, to recover and obtain the following  
 2 relief for Defendant's violations of CLRA §§ 1770(a)(5),(7), (9) and (16):

- 3 (a) actual damages under CLRA § 1780(a)(1);
- 4 (b) restitution of property under CLRA § 1780(a)(3);
- 5 (c) punitive damages under CLRA § 1780(a)(4) and because  
 6 Defendant has engaged in fraud, malice or oppression;
- 7 (d) attorneys' fees and costs under CLRA § 1780(d); and
- 8 (e) any other relief the Court deems proper under CLRA 1780(a)(5).

9 193. Plaintiff Rubin previously prepared and filed a declaration stating  
 10 facts showing that the Rubin action was filed in a court described as a proper place  
 11 for the trial of the action. A copy of that declaration is attached as Exhibit D.  
 12 Since Defendant sought to transfer the Rubin action to this District, Defendant has  
 13 acknowledged that this District is a proper place for trial of this Action, and a  
 14 supplemental CLRA § 1780(d) declaration from Plaintiffs is not required.

### 15 **SECOND CLAIM FOR RELIEF**

#### 16 **For Violation of California's False Advertising Law,** 17 **California Business & Professions Code §§ 17500 *et seq.***

18 194. Plaintiffs hereby incorporate by reference the allegations contained in  
 19 this First Amended Complaint.

20 195. California's False Advertising Law, Business & Professions Code §§  
 21 17500 *et seq.* ("FAL"), provides that "[i]t is unlawful for any . . . corporation . . .  
 22 with intent . . . to dispose of . . . personal property . . . to induce the public to enter  
 23 into any obligation relating thereto, to make or disseminate or cause to be made or  
 24 disseminated . . . from this state before the public in any state, in any newspaper or  
 25 other publication, or any advertising device, or by public outcry or proclamation,  
 26 or in any other manner or means whatever, including over the Internet, any  
 27

1 statement . . . which is untrue or misleading, and which is known, or which by the  
2 exercise of reasonable care should be known, to be untrue or misleading . . . .”

3 196. Defendant’s acts and practices as described herein have deceived  
4 and/or are likely to deceive Plaintiffs and the Honest Natural Products Class  
5 Members and the Honest Sunscreen Class Members.

6 197. By its actions, Defendant has been and is disseminating uniform  
7 marketing statements concerning the Honest Products, and the performance, facts  
8 connect with, and disposition of Honest Products, which by their nature are untrue  
9 or misleading, and which Defendant knew or should have known were untrue  
10 and/or misleading, within the meaning of California Business & Professions Code  
11 §§ 17500 et seq.

12 198. Defendant used numerous advertising devices and other manner and  
13 means to disseminate these statements, including those set forth more fully  
14 elsewhere in this Complaint.

15 199. The statements are likely to deceive and continue to deceive the  
16 consuming public for the reasons detailed above.

17 200. Defendant intended, and continues to intend, that Plaintiffs and the  
18 members of the Classes rely upon the untrue and/or leading statements set forth  
19 more fully elsewhere in this Complaint.

20 201. In fact, Plaintiffs and the members of the Classes relied upon  
21 Defendant’s statements to their detriment.

22 202. The above described untrue and misleading marketing representations  
23 Honest disseminated continue to have a likelihood to deceive Plaintiffs and  
24 members of the Classes.

25 203. Plaintiffs and the members of the Classes have experienced an  
26 economic injury as a result of Defendant’s untrue and/or misleading statements.  
27





1 (c) Section 5(a) of the Federal Trade Commission Act (“FTC Act”), 15  
2 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting  
3 commerce; and

4 (d) Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits the  
5 dissemination of any false advertisement in or affecting commerce for the purpose  
6 of inducing, or which is likely to induce, the purchase of food, drugs, devices,  
7 services, or cosmetics.

8 (e) Plaintiffs reserve the right to identify additional provisions of law  
9 violated by Defendant as further investigation and discovery are undertaken and  
10 additional facts are discovered.

11 211. Defendant’s misrepresentations and its false and misleading  
12 advertising constitute “unfair” business acts and practices under the UCL.

13 212. Defendant’s misconduct offends established public policy and is  
14 unethical, and/or substantially injurious to Plaintiffs and the members of the  
15 Classes.

16 213. Defendant’s misconduct undermines and violates the policies codified  
17 in the FAL and the CLRA.

18 214. There is no legitimate utility of Defendant’s misconduct, let alone any  
19 that would outweigh the harm to Plaintiff and the members of the Classes.

20 215. Plaintiffs and the members of the Classes could not have reasonably  
21 avoided the injury each of them suffered, as reasonable consumers had no way of  
22 reasonably ascertaining the Honest Products are misbranded and are not properly  
23 labeled or advertised, and were at all relevant times dissuaded from avoiding any  
24 injury by Defendant’s long term advertising campaign.

25 216. Defendant’s misrepresentations and its false and misleading  
26 advertising regarding Honest Products constitute “fraudulent” business acts and  
27

1 practices because members of the consuming public, including Plaintiffs and the  
2 members of the Classes, were and are likely to be deceived thereby.

3 217. In fact, Plaintiff Rubin and the Honest Natural Products Class  
4 Members relied upon Defendant's representations on labels and in advertisements  
5 to their detriment and paid a higher price for Honest Natural Products than they  
6 would have paid for products that are not natural.

7 218. In fact, Plaintiffs Michael, Rubin, Hembree, and Lung, and the  
8 Honest Sunscreen Class Members relied upon Defendant's representations on  
9 labels and in advertisements to their detriment and paid for ineffective products  
10 they would not have purchased but for Defendant's untrue and/or misleading  
11 statements.

12 219. Defendant's conduct is ongoing and unless restrained, likely to recur.

13 220. Plaintiffs and each Class Member has been injured in fact, and has  
14 lost money or property, and each is entitled to restitution and injunctive relief.

15 221. Defendant should be required to pay damages and/or make restitution  
16 to Plaintiffs and the members of the Classes and pay for Plaintiffs' in an amount to  
17 be determined by this Court but at least \$5,000,000 in the aggregate, as well as  
18 Plaintiffs' and the Class members' attorneys' fees.

#### 19 **FOURTH CLAIM FOR RELIEF**

#### 20 **BREACH OF EXPRESS WARRANTY**

21 222. Plaintiffs hereby incorporate by reference the allegations contained in  
22 this First Amended Complaint.

23 223. As set forth hereinabove, Defendant made representations to  
24 Plaintiffs and members of the Classes that, among other things, Honest Sunscreen  
25 provides "broad spectrum SPF 30" sun protection and that it is "super safe and  
26 super effective" and that it provides the "best broad spectrum protection for your  
27 family," and Honest Natural Products are "natural."

1           224. The representations set forth herein as to the Natural Products and the  
2 Sunscreen constitute express warranties.

3           225. These promises became part of the basis of the bargain between the  
4 parties and thus constituted express warranties.

5           226. Plaintiffs and the Class Members reasonably relied on these promises.

6           227. On the basis of these express warranties, Defendant sold and  
7 Plaintiffs and the Honest Sunscreen Class Members purchased Honest Sunscreen,  
8 and Defendant sold and Plaintiffs and the Honest Natural Products Class Members  
9 purchased the Honest Natural Products.

10          228. Honest Sunscreen did not offer the promised sun protection and  
11 therefore Defendant breached its express warranties. As a result of Defendant's  
12 breach, Plaintiffs and the Honest Sunscreen Class Members did not receive goods  
13 as warranted by Defendant.

14          229. The Honest Natural Products contained unnatural ingredients and  
15 therefore Defendant breached its express warranties. As a result, Plaintiffs and the  
16 Honest Natural Products Class Members did not receive goods as warranted by  
17 Defendant.

18          230. Privity exists because Defendant expressly warranted to Plaintiffs and  
19 the Honest Sunscreen Class Members that Honest Sunscreen would provide SPF  
20 30 sun protection on its labeling, which labeling was reviewed and relied upon by  
21 Plaintiffs and the Honest Sunscreen Class Members.

22          231. Privity exists because Defendant expressly warranted to Plaintiffs and  
23 the Honest Natural Products Class Members that the Honest Natural Products did  
24 not contain natural products, including on the labeling of Honest Hand Soap,  
25 which labeling was reviewed and relied upon by Plaintiffs and the Honest Natural  
26 Products Class Members.

1           232. As a proximate result of Defendant's breaches of warranty, Plaintiffs  
2 and members of the Classes have been damaged in an amount to be determined at  
3 trial.

4                                   **FIFTH CLAIM FOR RELIEF**

5                                   **Breach Of Implied Warranty Of Merchantability**

6                                   **(California Commercial Code § 2314)**

7           233. Plaintiffs hereby incorporate by reference the allegations contained in  
8 this First Amended Complaint.

9           234. Plaintiffs brings this claim on behalf of themselves and the proposed  
10 Honest Sunscreen Class.

11           235. As set forth hereinabove, Defendant made representations to  
12 Plaintiffs and the Honest Sunscreen Class Members that, among other things,  
13 Honest Sunscreen provides "broad spectrum SPF 30" sun protection and that it is  
14 "super safe and super effective" and that it provides the "best broad spectrum  
15 protection for your family."

16           236. Defendant was a merchant with respect to goods of this kind which  
17 were sold to Plaintiff and the Honest Sunscreen Class Members, and there was in  
18 the sale to Plaintiffs and the Honest Sunscreen Class an implied warranty that  
19 those goods were merchantable.

20           237. Defendant breached the implied warranty of merchantability when it  
21 sold Plaintiffs and the Honest Sunscreen Class Members Honest Sunscreen that,  
22 among other things, did not conform to the promises or affirmations of fact made  
23 on its labels.

24           238. Privity exists as Defendant directly marketed Honest Sunscreen to  
25 Plaintiffs and the Honest Sunscreen Class Members through its product labeling.





1 Defendant controlled its own design, manufacturing, testing, and marketing  
2 processes.

3 247. At the time it made the representations, Defendant knew, or by the  
4 exercise of reasonable care should have known, that the statements were false and  
5 that Honest Sunscreen suffered from the defects detailed above.

6 248. Defendant made such claims about Honest Sunscreen with the intent  
7 to induce Plaintiffs and Honest Sunscreen Class Members to purchase Honest  
8 Sunscreen.

9 249. Plaintiffs and Honest Sunscreen Class Members justifiably relied  
10 upon Defendant's misrepresentations about Honest Sunscreen's quality and  
11 characteristics. Plaintiffs and the Honest Sunscreen Class Members were unaware  
12 of the falsity of Defendant's misrepresentations and omissions and, as a result,  
13 justifiably relied on them in deciding to purchase Honest Sunscreen. Had  
14 Plaintiffs and the Honest Sunscreen Class Members been aware of the true nature  
15 and quality of Honest Sunscreen, they would not have purchased the product.

16 250. As a direct and proximate result of Defendant's misrepresentations  
17 and omissions of material fact, Plaintiffs and the Honest Sunscreen Class  
18 Members have suffered and will continue to suffer damages and losses as alleged  
19 herein in an amount to be determined at trial.

## 20 **SEVENTH CLAIM FOR RELIEF**

### 21 **Quasi-Contract (Money Had And Received)**

22 251. Plaintiffs hereby incorporate by reference the allegations contained in  
23 this First Amended Complaint.

24 252. Defendant unjustly retained a benefit at the expense of Plaintiffs and  
25 the members of the Classes in the form of substantial revenues and payments from  
26 Plaintiffs and the members of the Classes for the Honest Products and from  
27

1 Defendant's conduct in misrepresenting the Honest Products in labels and  
2 advertisements.

3 253. Based on the mistake, Plaintiffs and the members of the Classes paid  
4 for the Honest Products.

5 254. It would be unjust and inequitable for Defendant to retain the benefits  
6 it received and continues to receive from Plaintiff Rubin and the Honest Natural  
7 Products Class Members for the premiums they paid in exchange for products  
8 Defendant falsely represented as "natural," absent full repayment to Plaintiff  
9 Rubin and the Honest Natural Products Class Members who purchased the Honest  
10 Natural Products.

11 255. It would be unjust and inequitable for Defendant to retain the benefits  
12 Defendant received and continues to receive from Plaintiffs Rubin, Michael,  
13 Hembree, and Lung, and the Honest Sunscreen Class Members, absent full  
14 repayment to the Plaintiffs and the Sunscreen Class Members who purchased  
15 Honest Sunscreen.

16 256. Plaintiffs seek restitution on all of the inequitable payments and  
17 profits Defendant retained from Plaintiffs and the members of the Classes in an  
18 amount to be determined by this Court but at least \$5,000,000.

### 19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs, on behalf of themselves and the Classes, pray  
21 for:

22 A. An order certifying the Classes and appointing Plaintiffs as the  
23 representatives of the Classes, and appointing counsel of record for Plaintiffs as  
24 counsel for the Classes;

25 B. Declaratory and injunctive relief as permitted by law or equity,  
26 including enjoining Defendant from continuing the unlawful practices described  
27 herein, and directing Defendant to identify, with Court supervision, victims of the

1 misconduct and pay them restitution and disgorgement of all profits and unjust  
2 enrichment Defendant acquired by means of any business practice declared by this  
3 Court to be unlawful, unfair, and fraudulent;

4 C. An Order for Defendant to engage in a corrective advertising  
5 campaign;

6 D. Actual damages, including under CLRA § 1780(a)(1), in an amount  
7 to be determined by this Court but at least \$5,000,000;

8 E. Restitution, disgorgement, and/or constructive trust on all of the  
9 inequitable payments and profits Defendant retained from Plaintiffs and the  
10 members of the Classes, including under CLRA § 1780(a)(2), in an amount to be  
11 determined by this Court but at least \$5,000,000;

12 F. Punitive damages under CLRA § 1780(a)(4) and because Defendant  
13 has engaged in fraud, malice or oppression;

14 G. Attorneys' fees, per Cal. Civil Code 1780(d) and California Code of  
15 Civil Procedure § 1201.5;

16 H. Expenses and costs of this action;

17 I. Pre-judgment and post-judgment interest; and

18 J. Such other and further relief as the Court may deem just and proper,  
19 including under CLRA § 1780(a)(5).

20 Dated: January 8, 2015

21 By /s/ Nicholas A. Carlin

22 Nicholas A. Carlin

23 Conor H. Kennedy

24 Phillips, Erlewine, Given & Carlin LLP

25 39 Mesa Street, Suite 201-The Presidio

26 San Francisco, CA 94129

27 Telephone: 415-398-0900

Email: nac@phillaw.com

chk@phillaw.com

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/s/ Leonard B. Simon

The Law Offices of Leonard B. Simon  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
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/s/ Rebecca A. Peterson

Rebecca A. Peterson  
Robert K. Shelquist  
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/s/ Jon W. Borderud

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2028 Cliff Drive  
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Email: borderudlaw@cox.net

Attorneys for Plaintiffs  
Shane Michael, Jonathan D. Rubin  
Stavroula Da Silva, Dreama Hembree,  
and Ethel Lung

## JURY DEMAND

Dated: January 8, 2015

## ATTESTATION

/s/ Nicholas A. Carlin  
Nicholas A. Carlin

## EXHIBIT A





39 Mesa Street  
Suite 201  
The Presidio  
San Francisco  
California  
94129

Tel: 415.398.0900  
Fax: 415.398.0911  
www.phillaw.com

Phillips, Erlewine, Given & Carlin LLP

September 3, 2015

Brian Lee, Chief Executive Officer  
The Honest Company, Inc.  
2700 Pennsylvania Ave., Ste. 1200  
Santa Monica, CA 90404

Crag Gatarz, Registered Agent for Service of Process  
The Honest Company, Inc.  
2700 Pennsylvania Ave., Ste. 1200  
Santa Monica, CA 90404

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Re: Notice Per California Consumer Legal Remedies Act

Dear Mr. Lee:

We represent Jonathan D. Rubin. Pursuant to the California Consumer Legal Remedies Act ("CLRA"), California Civil Code § 1750, *et seq.* (specifically, §§ 1782(a)(5), (7), (9) and (16)), Mr. Rubin, on behalf of himself and all other similarly situated consumers in the United States, (collectively, the "Class"), through his undersigned counsel, hereby notifies you that The Honest Company, Inc.'s ("Honest's") practice of advertising and marketing Honest products as natural and effective violates the CLRA as set forth in more detail below. We demand that Honest rectify the violations of the CLRA within 30 days of receipt of this letter.

Honest states that many of its products are "natural" and "naturally derived." Honest uses these terms to describe its Dish Soap, its Hand Soap, its Multi-Surface Cleaner, and its Diapers. Honest puts "natural" on the label for Honest Hand Soap. Honest includes "natural" in the product description for Honest Dish Soap on Target.com. Honest promotes the Diapering section on Honest.com with claims its diapers are "natural." Honest promotes its Multi-Surface Cleaner using the same claims. In conjunction with Honest's marketing statements, the word "honest" encourages consumers to take Honest's marketing statements literally. After all, reasonable consumers expect they can take an "honest" company at its word.

Mr. Rubin purchased Honest hand soap, dish soap and sunscreen from Gelson's Markets in Los Angeles, reasonably believing that they were both natural and effective.

Despite Honest's marketing statements, Honest Hand Soap, Honest Dish Soap, Honest Diapers, and Honest Multi-Surface Cleaner contain synthetic ingredients. Honest

B. Lee, CEO, The Honest Company, Inc.

September 3, 2015

Page 2 of 3

admits this in blog posts, which contradict Honest product labels and marketing statements. Honest Dish Soap and Honest Multi-Surface Cleaner contain Methylisothiazolinone. Honest has expressly criticized its competitors for using Methylisothiazolinone, referring to the ingredient as synthetic. Honest Dish Soap contains Cocamidopropyl Betaine, which “isn’t found in nature,” according to the Honest blog. Both Honest Dish Soap and Honest Hand Soap contain Phenoxyethanol, which the Honest blog described as “synthetically produced in a laboratory.” Honest Diapers contain the additive Sodium Polycrylate (“SAP”). SAP is “petroleum-based,” as Honest concedes on the honestly blog. This not only contradicts Honest’s statement that its diapers are natural, but Honest has previously identified on Honest.com that its diapers are “100% plant-based.”

Honest also misstates the effectiveness of its “natural” products. It almost goes without saying that reasonable consumers of natural goods expect natural goods that are also effective, so these marketing statements are material. Honest expressly stated Honest Sunscreen is effective — “super effective” and “highly effective,” in fact. Both of these statements appeared on Honest.com, and both statements remain on the Honest Sunscreen product page.

As Honest has no doubt noticed, many consumers have experienced harm from using Honest Sunscreen. Some consumers are documenting the harm they experienced, and publicly sending you photographs that constitute evidence that Honest Sunscreen does not protect consumers from harmful UV rays. This documentation serves as evidence that Honest Sunscreen is ineffective. Despite this evidence, Honest has yet to redact and rectify its marketing claims. To avoid doubt, we demand retraction, not merely surreptitious deletion. In select cases, we have reviewed evidence that your company has deleted marketing claims from Honest.com without providing an honest account of contradictions between marketing claims and product ingredients.

Honest’s material misrepresentations and failures to disclose violate the CLRA, as follows:

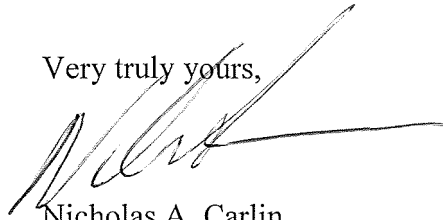
1. Honest has misrepresented Honest Hand Soap, Honest Dish Soap, Honest Diapers, Honest Multi-Surface Cleaner, and Honest Sunscreen as having characteristics, ingredients, uses, and benefits that they do not have (Cal. Civ. Code §1770(a)(5));
2. Honest has misrepresented Honest Hand Soap, Honest Dish Soap, Honest Diapers, Honest Multi-Surface Cleaner, and Honest Sunscreen are of a particular standard, quality, or grade, when they are of another (Cal. Civ. Code §1770(a)(7));
3. Honest advertised Honest Hand Soap, Honest Dish Soap, Honest Diapers, Honest Multi-Surface Cleaner, and Honest Sunscreen with the intent not to sell them as advertised (Cal. Civ. Code §1770(a)(9)); and
4. Honest represented the Honest Hand Soap, Honest Dish Soap, Honest Diapers, Honest Multi-Surface Cleaner, and Honest Sunscreen were supplied in commercial transactions in accordance with previous representations, when in fact these products did not accord with Honest’s representations. (Cal. Civ. Code §1770(a)(16)).

B. Lee, CEO, The Honest Company, Inc.  
September 3, 2015  
Page 3 of 3

We demand that within 30 days of receiving this letter, Honest agrees to immediately and permanently discontinue its marketing practices described above and return the monetary premium paid by Honest consumers who purchased “natural” products that contained synthetic ingredients as well as the entire price paid by Honest consumers who purchased Honest Sunscreen. If Honest refuses to provide the demanded relief within 30-days, we will seek compensatory and punitive damages and any other appropriate equitable relief.

Finally, please allow this letter to serve as an initial litigation hold, and be advised that spoliation sanctions may be assessed against your company if, *inter alia*, it modifies or deletes any web copy without first creating an exact, comprehensive copy of the visual appearance at the time of modification or deletion, AND a copy of the corresponding HTML/CSS/Javascript code, placed into reliable data storage, including all relevant metadata, including for any webpages or webcopy Honest decides to change or amend as a result of the claims identified in this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Nick Carlin', with a long horizontal flourish extending to the right.

Nicholas A. Carlin

## EXHIBIT B

**CUNEO  
GILBERT &  
LADUCA, LLP**

7733 FORSYTH BLVD, SUITE 1675  
ST. LOUIS, MO 63105  
TEL (314) 226-1015  
FAX (202) 789-1813  
mflannery@cuneolaw.com  
www.cuneolaw.com

September 24, 2015

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Brian Lee  
Chief Executive Officer  
The Honest Company, Inc.  
2700 Pennsylvania Ave., Ste. 1200  
Santa Monica, CA 90404

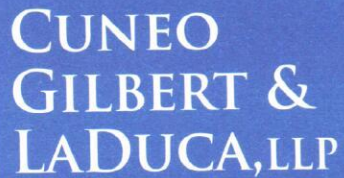
Craig Gatarz  
Registered Agent for Service of Process  
The Honest Company, Inc.  
2700 Pennsylvania Ave., Ste. 1200  
Santa Monica, CA 90404

**Re: CLRA NOTICE**

Dear Mr. Lee,

We represent Shane Michael. Pursuant to the California Consumer Legal Code § 1750, *et seq.* (specifically, §§ 1782(a)(5), Remedies Act ("CLRA"), California Civil (7), (9) and (16), Mr. Michael, on behalf of himself and all other similarly situated consumers in the United States, (collectively, the "Class"), through his undersigned counsel, hereby notify you that The Honest Company, Inc.'s ("Honest's") practices regarding SPF 30 Honest Sunscreen (the "Sunscreen")





violates the CLRA as set forth in more detail below. We demand that Honest rectify the violations of the CLRA within 30 days of receipt of this letter.

We believe you are already aware of this issue based on consumer complaints. However, many customers have been misled, overcharged, and otherwise suffered injury, in their purchase of Honest Sunscreen. The facts are more fully detailed below.

## **I. Claim Summary**

This case involves unfair business practices by Defendant in the marketing and sale of its Sunscreen. According to Defendant, Honest Sunscreen's only active sunscreen ingredient is zinc oxide. Honest Sunscreen originally contained 20 percent zinc oxide. Honest advertises its Sunscreen as effective, safe, and natural, and promises that it provides "safe, effective sun protection for the entire family," by providing "broad spectrum (UVA and UVB) 30 SPF mineral sunscreen—everything you need."

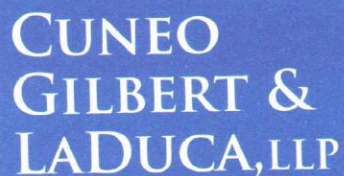
However, in March 2015, Defendant reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide. Despite reducing the only active ingredient in Honest Sunscreen by more than half, Defendant continued to represent that Honest Sunscreen provides "broad spectrum SPF 30" sun protection.

Mr. Michael purchased the Sunscreen in April-May 2015, and paid a premium for Honest Sunscreen because it promised natural, chemical-free SPF 30 sun protection and he believed, based on these representations, that it would be safer for his family than chemical-based sunscreens. Mr. Michael used the Sunscreen as directed and suffered a severe sunburn, resulting in blistering and peeling.

Honest's conduct violates California state law, including the Consumers Legal Remedies Act, Calif. Civil Code § 1750, *et seq.* (the "CLRA"), California's False Advertising Law, California Bus. & Prof. Code § 17500, California Commercial Code § 2313, California Commercial Code § 2314, Section 5(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) & 52.12. In particular, Honest's conduct violates, among other potentially applicable provisions, California Civil Code § 1770(a):

- (5) representing goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person





has a sponsorship, approval, status, affiliation, or connection which he or she does not have;

(7) representing goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(9) advertising goods or services with intent to not sell them as advertised;

(14) representing that a transaction confers or involves rights, remedies or obligations which it does not have or involve or which are prohibited by law; [and,]

(16) representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.

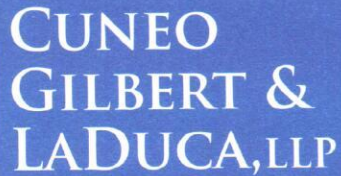
## **II. Remedy for Unlawful Activity**

On behalf of Plaintiff and all other similarly affected persons, we request Honest's cease such conduct and undertake the following actions to resolve the issues raised by this letter. To satisfy all applicable statutory and common law provisions, whether in tort or in contract, we request Honest's commit to undertake all of the following:

1. Identify all affected customers in addition to Plaintiff;
2. Advise all such persons of the right upon request to a full, complete and timely refund of the purchase price of any falsely advertised products, including interest; and,
3. Reimbursement of any associated expenditures, interest on all such sums, costs and reasonable attorneys' fees incurred.

While Plaintiff reserves the right to file a claim arising out of these issues before this date, Honest's failure to comply with this request within thirty (30) days from the date of this letter may subject Honest to additional damages, restitution and injunctive relief claims under relevant statutory law. The additional relief sought may include \$1,000 per person as provided under Civil Code § 1782, exemplary damages, plus any other relief as may be appropriate.

Please note an individual offer will not avoid potential suit or liability, even if accepted individually by Plaintiff. California law prohibits defendants from "picking off the



representative plaintiff” because any proffered relief “must be granted to the entire class.” *Watkins v. Wachovia Corp.*, 172 Cal.App.4th 1576, 1590 n.15 (2009); *see also Kagan v. Gibraltar Sav. & Loan Ass’n*, 35 Cal.3d 582, 593 (1984). Thus, to avoid unnecessary litigation, it is in all parties’ interests for Honest to take immediate action to address this problem.

This notice also serves as a demand to cure breaches of express and implied warranties, and to comply with all agreements and covenants of good faith and fair dealing created by Honest’s warranties, advertisements, offers and agreements or as established by law. The requested relief applies to all such claims to the extent required by California or other applicable law.

### III. Evidence Preservation

Plaintiff hereby places Honest on notice to immediately preserve, and not to destroy, any evidence, documents or materials, including all electronic or electronically stored information, that may be relevant (or lead to the discovery of relevant or admissible evidence) concerning the claims summarized above. Relevant evidence, created in electronic form subsequent to the date of delivery of this letter, should also be retained and not destroyed. Plaintiff requests that Honest take whatever steps are appropriate to preserve such evidence.

Please have your legal counsel contact us with any questions or response.

Very truly yours,

A handwritten signature in blue ink that reads "Michael Flannery".

Michael Flannery

cc: Plaintiffs’ Counsel

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Additional Counsel *for Plaintiff*  
Listed on Signature Page

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT**

**CLASS ACTION COMPLAINT** — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
Company, Inc., 2:15-cv-07059-JAK (AGRx)

CENTRAL DISTRICT OF CALIFORNIA

SHANE MICHAEL, JONATHAN D.  
RUBIN, DREAMA HEMBREE,  
ETHEL LUNG, AND STAVROULA  
DA SILVA each individually and on  
behalf of himself and all others those  
similarly situated,

Plaintiff,

Plaintiffs,

v.

Honest Company Inc.,

THE HONEST  
COMPANY, INC.,

Defendant.

Court File No. \_\_\_\_\_

~~CLASS ACTION COMPLAINT~~

~~Jury Trial Demanded~~ Case No: 2:15-  
cv-07059-JAK (AGRx)

FIRST AMENDED AND  
CONSOLIDATED CLASS ACTION  
COMPLAINT

JURY TRIAL DEMANDED

[Consolidated with Rubin v. The  
Honest Company, Inc., Case No. 2:15-  
cv-09091-JAK-AGR]

~~Plaintiff, on behalf of himself and all others who purchased Defendant Honest Company Inc.'s ("Defendant" or "Honest Company") SPF 30 sunscreen, by his undersigned attorneys, alleges as follows on personal knowledge as to all facts related to himself and upon information and belief as to all other matters:~~

SUMMARY OF THE ACTION

1. ~~This case involves unfair business practices by Defendant in the marketing and sale of its SPF 30 sunscreen ("Honest Sunscreen"). Plaintiff brings this class action lawsuit on the basis of Defendant's knowingly false and misleading representations in connection with the marketing and sale of Honest Sunscreen.~~

~~CLASS ACTION COMPLAINT~~ — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
Company, Inc., 2:15-cv-07059-JAK (AGRx)



~~Defendant develops, manufactures, markets, and sells consumer products including Honest Sunscreen. Defendant describes its products including~~ **INTRODUCTION**

1. Honest isn't. From at least September 20, 2012 through the present (the "Class Period"), The Honest Company, Inc. ("Defendant" or "Honest") deceptively and misleadingly labeled, advertised and marketed its products, including the following five Honest products: Honest Hand Soap, Honest Dish Soap, Honest Diapers, and Honest Multi-Surface Cleaner (collectively the "Natural Products") and Honest Sunscreen (together with the Natural Products, the "Honest Products") as both natural and effective, when in fact, the Natural Products contain non-natural ingredients, and Honest Sunscreen is ineffective.

2. Plaintiffs Jonathan D. Rubin, Shane Michael, Stavroula Da Silva, Dreama Hembree, and Ethel Lung bring this class action lawsuit against Defendant, each individually and on behalf of two nationwide classes (the "Honest Natural Products Class" and the "Honest Sunscreen Class") that include other similarly situated purchasers of the Honest Products who experienced the same or substantially similar harm as a result of Defendant's false advertising.

3. Defendant's conduct harms consumers by inducing them to purchase and consume the Honest Products on the false premise that the products are natural and effective and by implicitly promising that the products are manufactured, marketed and sold "honestly."

4. Plaintiff Rubin and Da Silva and the Honest Natural Products Class paid a premium for certain Natural Products over comparable products, based on Defendant's representations that the Natural Products were natural. Instead of receiving products that were natural, Plaintiff Rubin and Da Silva and the Honest Natural Products Class received products that, contrary to Defendant's representations, contained synthetic, non-natural ingredients.

**CLASS ACTION COMPLAINT** — 1 468359

**FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest Company, Inc., 2:15-cv-07059-JAK (AGRx)**

2. ~~Plaintiffs Michael, Hembree, and Lung, and the~~ Honest Sunscreen as  
 “not only effective, but unquestionably safe, eco friendly, beautiful, convenient, and affordable.”

3. ~~According to Defendant, Honest Sunscreen’s only active sunscreen ingredient is~~  
~~zinc oxide.~~ Class paid for Honest Sunscreen originally contained 20 percent zinc oxide.  
 However, in March 2015, Defendant reformulated Honest Sunscreen to contain only 9.3 percent  
 zinc oxide.

4. ~~Despite reducing the only active ingredient in Honest Sunscreen by more than half,~~  
 Defendant continued to represent that Honest Sunscreen provides “broad spectrum SPF 30” sun  
 protection.

1.5. ~~Plaintiff purchased Honest Sunscreen in late April or early May 2015 and,~~  
~~although he~~ based in part on Defendant’s representations that it was effective.  
Plaintiffs Michael and Hembree used the product as directed, and suffered ~~a severe~~  
~~sunburn.~~ severe sunburns. Plaintiff Lung used the product as directed on her  
children, who experienced severe sunburns. Numerous customer complaints and  
 negative product reviews indicate ~~Plaintiff’s experience~~ Plaintiffs’ experiences with  
 Honest Sunscreen ~~was~~ were not unique.

## **JURISDICTION AND VENUE**

2.6. ~~This~~ The Court has ~~original jurisdiction pursuant to 28 U.S.C. §1332(d)(11)~~  
~~because there are one hundred or more persons whose~~ subject matter jurisdiction over  
~~the individual and class claims are being brought~~ asserted herein, ~~Plaintiff is a citizen of a~~  
~~different state than Defendant, and the overall~~ pursuant to 28 U.S.C. § 1332, as  
amended in 2005 by the Class Action Fairness Act, because: (A) the amount in  
controversy in this class action exceeds \$5,000,000.00, exclusive of interests,  
costs, interest, and attorneys’ fees. The individual claims can be tried jointly in; and (B) a

CLASS ACTION COMPLAINT — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
Company, Inc., 2:15-cv-07059-JAK (AGRx)



1 substantial number of the members of the proposed class are citizens of a state  
 2 different from that ~~they involve common questions of fact and law~~ of Defendant. In  
 3 addition, Plaintiffs Rubin, Michael, Da Silva, Hembree, and Lung are citizens of  
 4 states different from that of Defendant, a Delaware Corporation.

5 ~~3.7. This~~ The Court has personal jurisdiction over ~~the Defendant because it~~  
 6 Defendant. Honest maintains headquarters in Santa Monica, California and  
 7 conducts substantial and continuous business in throughout the State of California.

8 ~~4.8. Venue is proper in this district~~ pursuant to 28 U.S.C. § 1391(a) ~~and~~ &  
 9 (b)(2) because a substantial part of the events or omissions ~~that give~~ giving rise to  
 10 the ~~claims~~ claim occurred in ~~California and~~ this District, and because Defendant  
 11 conducts a substantial part of its business in this District.

### 12 **PARTIES**

13  
 14  
 15 9. Plaintiff Jonathan D. Rubin is a resident of Los Angeles, California  
 16 and an individual consumer. During the Natural Products Class Period, Mr. Rubin  
 17 purchased Honest brand hand soap (“Honest Hand Soap”) and Honest brand dish  
 18 soap (“Honest Dish Soap”) from the supermarket chain Gelson’s Markets in Los  
 19 Angeles, California. As with all members of the Honest Natural Products Class,  
 20 Mr. Rubin paid a premium for these Natural Products based upon the  
 21 representation that the Natural Products are natural, in excess of the price for  
 22 comparable products not purporting to be natural.

23 ~~5.~~ Plaintiff Shane Michael is a resident of West Des Moines, Iowa.

24  
 25 ~~5.10. Plaintiff purchased Honest~~ and an individual consumer. During the  
 26 Sunscreen at Class Period, Plaintiff Michael purchased Honest Sunscreen from the  
 27 supermarket chain Costco Wholesale in West Des Moines, Iowa ~~in late April or early~~  
 28 ~~May 2015.~~ Plaintiff Michael paid a premium for Honest Sunscreen because

CLASS ACTION COMPLAINT — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
Company, Inc., 2:15-cv-07059-JAK (AGR<sub>x</sub>)

1 ~~#~~Defendant promised natural, chemical-free SPF 30 sun protection and he  
 2 believed, based on these representations, that it would be safer for his family than  
 3 chemical-based sunscreens.

4 ~~6. Plaintiff used Honest Sunscreen as directed in May 2015 and suffered a severe~~  
 5 ~~sunburn resulting in blistering and peeling.~~

6  
 7 11. Plaintiff Stavroula Da Silva is a resident of Miramar, Florida, and an  
 8 individual consumer. During the Natural Products Class Period, Plaintiff Da Silva  
 9 purchased Honest Hand Soap and Honest Dish Soap from Target in Florida. As  
 10 with all members of the Honest Natural Products Class, Ms. Da Silva paid a  
 11 premium for these Natural Products based upon the representation that the Natural  
 12 Products are natural, in excess of the price for comparable products not purporting  
 13 to be natural.

14 12. Plaintiff Dreama Hembree is a resident of Burlington, Kansas and an  
 15 individual consumer. During the Sunscreen Class Period, Ms. Hembree purchased  
 16 Honest Sunscreen from the supermarket chain Costco Wholesale in Burlington,  
 17 Kansas. Ms. Hembree paid for the Honest Sunscreen because she believed the  
 18 sunscreen would effectively protect her family from exposure to UV rays, and  
 19 because Defendant promised natural, chemical-free SPF 30 sun protection.

20 13. Plaintiff Ethel Lung is a resident of Burbank, California and an  
 21 individual consumer. During the Sunscreen Class Period, Ms. Lung purchased  
 22 Honest Sunscreen from the supermarket chain Costco Wholesale in Burbank,  
 23 California. Ms. Lung paid for the Honest Sunscreen because she believed the  
 24 sunscreen would effectively protect her family from exposure to UV rays.

25 ~~6.~~14. Defendant The Honest Company, Inc. is a Delaware corporation with  
 26 ~~its headquarters and principal place of business~~headquartered in Santa Monica,  
 27 California. The company markets its products online through the website  
 28

~~CLASS ACTION COMPLAINT~~ — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
Company, Inc., 2:15-cv-07059-JAK (AGRx)

1 <<https://www.honest.com>> (“Honest.com”) and operates an active storefront on  
 2 Amazon.com selling the Honest Products. Defendant maintains supply chain  
 3 control over the manufacture of the Honest Products, operates as an online retailer,  
 4 and distributes the Honest Products, business-to-business, to major retail outlets  
 5 throughout the U.S. and Canada.

6 **DEFENDANT’S MISREPRESENTATIONS REGARDING HONEST**  
 7 **SUNSCREEN**

8 **FACTUAL ALLEGATIONS**

9 **Defendant’s Nationwide Distribution**

10 15. California has significant contacts to the class claims asserted in the  
 11 Complaint.

12 16. On information and belief, Defendant ~~develops, manufactures, markets,~~  
 13 ~~and~~ has designed, controlled, and overseen a national production and distribution  
 14 network from the company’s headquarters in California.

15 17. According to the company’s public statements, Defendant contracts  
 16 with third-party manufacturing and supplier facilities to produce and distribute the  
 17 Honest Products. On information and belief, Defendant controls its entire supply  
 18 chain from its company headquarters in California.

19 18. Defendant sells the Honest Products online via Honest.com, a direct-  
 20 to-consumer ~~products~~ e-commerce website. On information and belief, Defendant  
 21 controls its entire e-commerce operation from its company headquarters in  
 22 California.

23 19. Defendant actively generates traffic to its website through promotions  
 24 on Facebook.com and Twitter.com, on information and belief, operated from the  
 25 company’s headquarters in California.

26 **CLASS ACTION COMPLAINT** — 468359

27 **FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest**  
 28 **Company, Inc., 2:15-cv-07059-JAK (AGRx)**

1           20. Defendant uploads Honest Product videos on its YouTube account,  
 2 on information and belief, operated from the company's headquarters in  
 3 California.

4           21. Defendant also sells the Honest Products through a popular online  
 5 storefront in the Amazon.com marketplace. On information and belief, Honest  
 6 controls its Amazon storefront from its company headquarters in California.

7           22. Defendant distributes the Honest Products, business-to-business, for  
 8 purchase in big box chain retail locations nationwide, including ~~Honest Sunscreen.~~<sup>†</sup>  
 9 ~~Defendant states its~~ Target, Costco Wholesale Corporation, Whole Foods Market,  
 10 Inc., Gelson's Markets, and Buy Buy Baby, Inc., across the United States. On  
 11 information and belief, Defendant controls national distribution of the Honest  
 12 Products from its company headquarters in California.

#### 13                           **Defendant's Long-Term Advertising Campaign**

14           23. Defendant created, designed, and since at least 2012, carried out a  
 15 long-term, national advertising campaign from the company's California  
 16 headquarters.

17           24. Defendant's advertising campaign has been sufficiently lengthy in  
 18 duration, and widespread in dissemination, such that it would be unrealistic to  
 19 require the plaintiff to plead relying upon each advertised misrepresentation.

20           25. Defendant's advertising campaign has been widespread, continuous,  
 21 and contained in various media, labels, and point-of-sale displays.

22           26. Defendant's advertising campaign has included and includes  
 23 traditional media and new media, such as print circulars, television  
 24

25  
 26  
 27           <sup>†</sup> <https://www.honest.com/>. It appears Defendant no longer sells Honest Sunscreen on its website. Honest

28           Sunscreen is still available from third parties including Costco and Amazon.

1 advertisements, television appearances, social media promotions, sales copy on its  
 2 own website, and sales copy on third party marketplace websites.

3 27. Defendant has engaged in this long-term advertising campaign to  
 4 convince potential customers, first, that the company's advertising representations  
 5 should be taken literally, because those claims are "honest," and second, that the  
 6 company's products are literally "natural" and "effective."

7 28. Representative samples of the campaign are contained herein.

8 *Defendant's Overarching Brand Advertising*

9 29. As part of the long term advertising campaign, Defendant at all times  
 10 has advertised, and continues to advertise, itself as a consumer products company  
 11 that is centrally defined by selling natural, effective products and publishing  
 12 honest advertising claims.

13 30. As a representative example, Defendant advertises its company as "Natural, Safe,  
 14 Beautiful, Effective," on its own website, including in the following screenshot from Honest-Sunscreen  
 15 are manufactured with a focus.com captured on "quality," August 14, 2015:



Join the Honest Company

Natural • Safe • Beautiful • Effective  
Products for Baby, Family & Home

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1           31. As another representative example, on August 18, 2015, Defendant’s  
2 celebrity co-founder Jessica Alba and CEO Brian Lee appeared jointly, in their  
3 capacities as executive officers for Defendant, for a company feature on CNN  
4 Money that broadcast the same advertising representations, as follows:

5           32. Defendant advertises the company’s product ~~innovations, health & safety,~~  
6 ~~and affordability,” and~~ lines, in general, as “effective” and “safe” in offline point-of-  
7 sale locations as well, including airport kiosks, as demonstrated by the following  
8 picture from July 2015:







32. As part of the long term advertising campaign, Defendant includes its company's name, in lower case, on its product labels, specifically as part of each of the product names: "honest hand soap," "honest dish soap," "honest diapers," "honest multi-surface cleaner," and "honest sunscreen."

33. As part of its advertising campaign, Defendant further amplifies its representations with the "honestly FREE guarantee," which is displayed on product labels and displayed at Honest.com, Defendant's Amazon storefront, and partner websites including Target.com.

CLASS ACTION COMPLAINT — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest Company, Inc., 2:15-cv-07059-JAK (AGR<sub>x</sub>)

1           34. The “honestly FREE guarantee” states: “Providing clear, credible,  
2 transparent information. No smoke and mirrors. No confusion.”

3           7.35. Defendant further describes ~~its products as “not only effective, but~~  
4 ~~unquestionably safe, eco-friendly, beautiful, convenient, and affordable.”<sup>2</sup>~~ itself, its  
5 advertising, and its numerous product lines as follows on Honest.com:

6           ~~7. Defendant describes itself as follows:~~

7  
8           “Free from fraud or deception, truthful – We believe in transparency and  
9 that applies to everything – from what we put into our products and how  
10 they are made to our internal operations and how we do things.

11           “Genuine, real – The Honest Company was started by parents for  
12 parents. We are real tangible people, parents that understand what  
13 families need and we want to deliver on that – not some big corporation  
14 with no social consciousness that only cares about making a profit.

15           “Respectable, praiseworthy – We are people with integrity and we  
16 intend on not only doing things right, but also going above and beyond  
17 to earn your respect and loyalty – making you so delighted you want  
18 to shout it from a rooftop (or tweet it from your iPhone).

19           “Humble – We know no one can be absolutely perfect and a part of our  
20 commitment to honesty means we'll admit our flaws. It's pretty scary,  
21 but we think it's a good way to keep us focused on constant  
22 improvement.”<sup>3</sup>

23           36. Defendant’s Chief Creative Officer and celebrity co-founder Jessica  
24 Alba serves as the public face of the company.

25  
26  
27  
28           <sup>2</sup> ~~<https://www.honest.com/about-us/our-story>.~~

<sup>3</sup> ~~<https://www.honest.com/faq#about-the-honest-company-why-did-you-choose-the-name-the-honest-company>.~~

1           37. To further advertise the company image as selling natural products,  
2 Ms. Alba has crafted public statements about Defendant made to convince the  
3 public that the Defendant is leading a movement to protect consumers from  
4 products that contain chemicals.

5           38. Ms. Alba's celebrity status ensures the company's claims are reported  
6 by numerous media outlets.

7           39. In this way, Ms. Alba has coordinated her media appearances with  
8 Defendant's long-term advertising campaign.

9           40. On June 18, 2015, Ms. Alba and The Honest Company, Inc.'s COO  
10 Christopher Gavigan appeared jointly in their capacities as Defendant's co-  
11 founders to petition federal officials to strengthen regulations against consumer  
12 products containing toxic chemicals, and Ms. Alba and Mr. Gavigan coordinated  
13 this appearance with Defendant's extensive marketing campaign, including as  
14 follows:

15                   a. Ms. Alba appeared in the hallway of a Congressional office  
16 building, before a professional media crew, and stated: "[A]s a  
17 business owner, I'm proof of concept that you can do business  
18 right—right by humans, right by the planet —and you can be very  
19 successful and grow very quickly."  
20

21                   b. Mr. Gavigan tweeted the following specific statement with a picture  
22 of the Washington Monument: "Here in D.C. to convince  
23 lawmakers to join @honest to protect citizens. #chemical  
24 #reform."

25           41. Defendant's representations that advertise the company as "honest,"  
26 "natural," and "effective," extending to all of its product lines, are available to  
27 consumers via numerous online, offline, and point-of-sale platforms, extending to  
28

CLASS ACTION COMPLAINT — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
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1 all or substantially all potential and actual customers that fall within the class  
2 definitions set forth in this Complaint.

3 42. By advertising the company as “honest” and as “natural” and  
4 “effective,” Defendant has extended its overarching advertising claims to each  
5 individual product line, such that Defendant has cultivated an image in the minds  
6 of consumers that would lead a reasonable consumer to conclude that Defendant’s  
7 product lines are all “natural” and “effective.”

8 *Defendant’s Product Advertising: Natural*

9  
10 43. Defendant sells the Natural Products to consumers at a ten to twenty  
11 percent premium, based on its advertising representations that they are “natural.”

12 44. Since at least September 20, 2012 and up to the filing of this lawsuit,  
13 Defendant has disseminated advertising statements to the public, rising to the level  
14 of a long-term advertising campaign that falsely claims the Natural Products are  
15 “natural.”

16 45. Defendant amplifies its representations that the Natural Products are  
17 “natural” with supplemental representations, including that the Natural Products  
18 do not contain harsh chemicals, are safe, are non-toxic, and are plant-based.

19 *Honest Hand Soap*

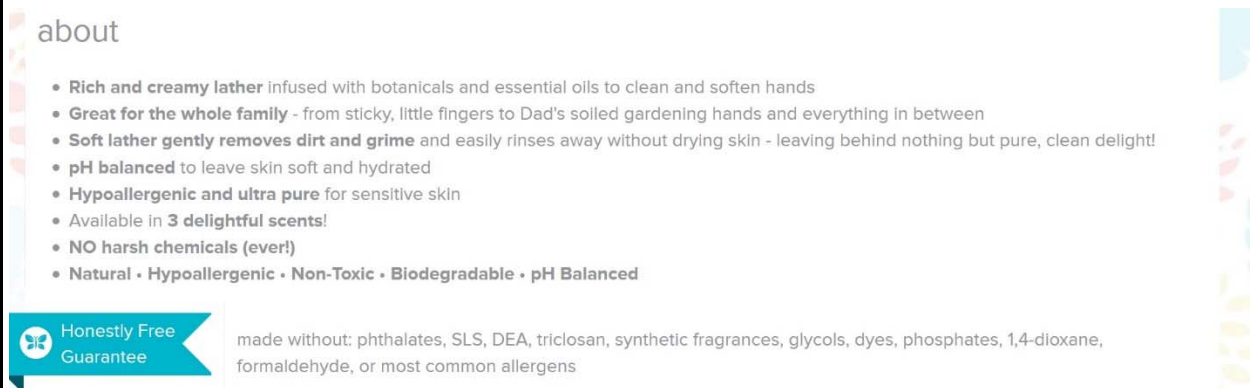
20 46. Honest Hand Soap product packaging stated and continues to state  
21 that the Honest Hand Soap is “natural.”

47. The following excerpted screenshot appeared on Honest.com on August 14, 2015, displaying Honest Hand Soap product packaging:



48. Honest.com described and continues to describe Honest Hand Soap as “non-toxic,” and containing “NO harsh chemicals (ever!),” and in so doing, has amplified its representation that Honest Hand Soap is natural.

49. The following excerpted screenshot appeared on Honest.com on August 14, 2015, describing Honest Hand Soap as “Natural”:



50. On information and belief, these website statements, and all other statements accessible on Defendant’s Honest website in August of 2015 that are excerpted in this Complaint, were available online during the duration of the



Natural Products Class Period, with the exception of website statements about Honest Sunscreen.

51. By consistently and systematically labeling and advertising Honest Hand Soap as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Hand Soap would be exposed to these advertising claims and take them literally.

*Honest Dish Soap*

52. Honest Dish Soap’s product webpage on Target.com states that the Honest Dish Soap is “Natural.”

53. The product description on Target.com also described and continues to describe Honest Dish Soap as “non-toxic” and containing “no harsh chemicals (ever!),” and in so doing, has amplified Defendant’s representation that Honest Dish Soap is natural.

54. The following excerpted screenshots appeared on Target.com on August 14, 2015, displaying Honest Dish Soap product packaging:

No harsh chemicals (ever!). Natural, non-toxic, biodegradable, pH balanced, ultra-concentrated, and Honestly Free of SLS, SLES, phthalates, synthetic fragrances, glycols, enzymes, dyes, phosphates, 1,4-dioxane, chlorine, DEA, formaldehyde, and caustics.

**Product Results:** Removes Residue, Removes Grease, Used for Cleaning, Cleaner



1           55. Target.com includes a disclaimer stating this description “comes from  
2 the product manufacturers.”



11           56. Honest Dish Soap product packaging stated and continues to state  
12 “plant-based” and “non-toxic,” and in so doing, has amplified its representation  
13 that Honest Dish Soap is natural.

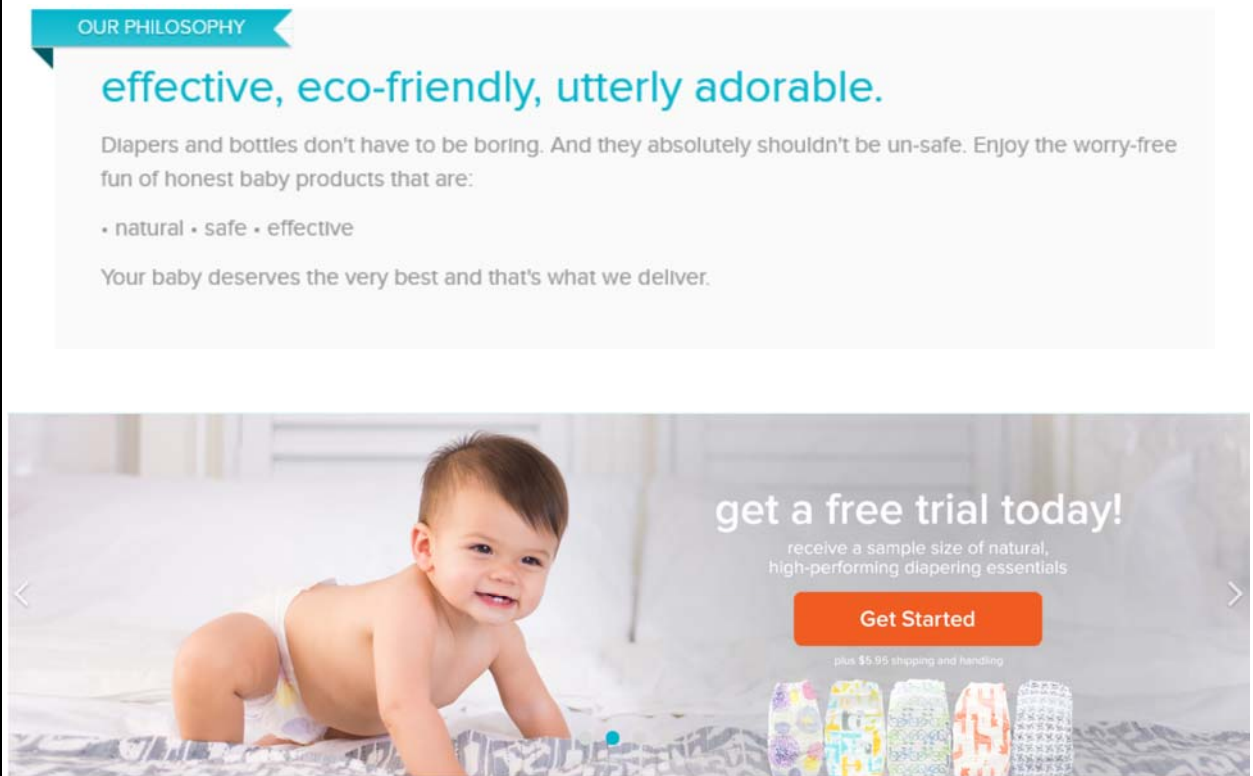
14           57. The following excerpted screenshot appeared on Honest.com on  
15 August 14, 2015, displaying Honest Dish Soap product packaging:



26  
27  
28  
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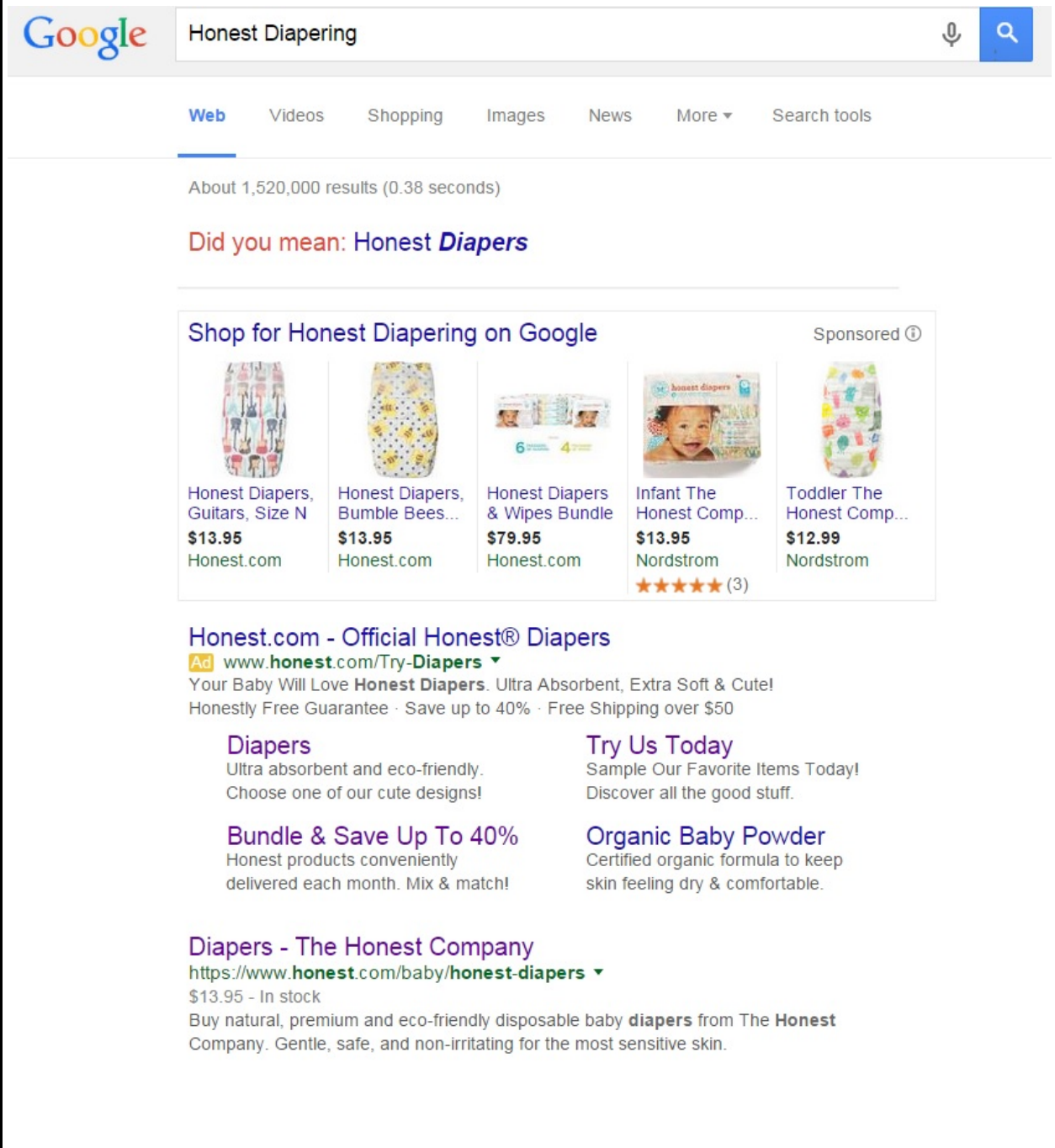




63. The Honest.com “Diapering” section provides the following website “meta-tag” description to search engine crawlers: “<meta content=“Buy safe, natural baby products and eco-friendly disposable diapers. The Honest Company provides bath, skin care and green cleaning products.” name=“description” />.

64. As a result of this meta-tag, the representation that Honest Diapers are “natural” appears verbatim in Google search results for Honest Diapering.

65. The following excerpted screenshot is a Google search conducted for “Honest Diapering” on August 26, 2015:



66. The Honest Diapers’ product webpage on Honest.com states that Honest Diapers are “plant-based” and “safe” and contain “NO HARSH CHEMICALS (EVER),” and in so doing, has amplified its representation that Honest Diapers are “natural.”

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67. The following excerpted screenshot appeared on Honest.com on August 25, 2015, describing Honest Diapers:

Our ultra absorbent, eco-friendly\* diapers — made with naturally derived, plant-based & sustainable materials\* — are extra soft, hypoallergenic, free of chlorine processing and additives (like fragrances, lotions, and latex). Oh, and did we mention how adorable they are?

**about**

- Plant-based (PLA) inner and outer layers — gentle on your baby's bottom
- Super absorbent core with fluff pulp harvested from certified sustainably managed forests — NO chlorine processing or harsh chemical bleaches
- Naturally derived odor inhibitors from citrus and chlorophyll
- Bio-based, gluten free wheat/corn blend in super absorbent core — less sodium polyacrylate
- Simply pure — no fragrances, lotions, or latex
- Yes, diapers can be fun too! Cute, stylish designs for girls and boys — updated seasonally! Never miss out.
- Comfy-stretch side panels and soft, refastenable tabs for perfect fit and wiggability!
- Securely fitting moisture barrier cuffs help prevent leakage and blowouts
- Gentle, safe, and non-irritating for sensitive skin

**size & quantity chart**

\*MADE WITH NATURALLY DERIVED, PLANT-BASED & SUSTAINABLE MATERIALS

comfy-stretch waistband

superior absorbency

natural odor-blockers

bio-based sustainably harvested core

advanced leak protection

ultra soft, plant-based materials

68. The Honest Diapers' product page on Honest.com previously stated that Honest Diapers were "100%....plant-based," and in so doing, further amplified its representations that Honest Diapers are natural.

69. The following excerpted screenshot appeared on the Internet Archive's Wayback Machine on August 26, 2015, accessed by inserting the Honest.com Diaper Bundle webpage, and selecting January 21, 2013:

*A new diaper for a new generation!*

100% non-toxic, chlorine-free, sustainable, and plant-based materials — ensuring your baby is safe and NOT exposed to any harsh or synthetic chemicals (ever!)

- [Diapers](#)
- [Wipes](#)
- [Patterns](#)
- [Details & Ingredients](#)

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70. By consistently and systematically advertising the Honest Diapers as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Diapers would be exposed to these advertising representations and would take them literally.

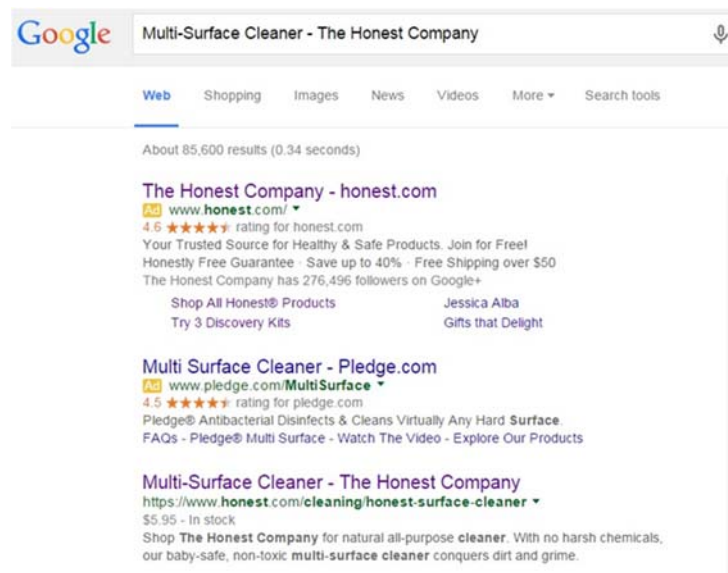
*Honest Multi-Surface Cleaner*

71. Honest.com states that Honest Multi-Surface Cleaner is “natural.”

72. The Honest Multi-Surface Cleaner’s product webpage on Honest.com provides the following website “meta-tag” description to search engine crawlers: `<meta content="Shop The Honest Company for natural all-purpose cleaner. With no harsh chemicals, our baby-safe, non-toxic multi-surface cleaner conquers dirt and grime." name="description" />`.

73. As a result of this meta-tag, the representation that Honest Multi-Surface Cleaner is “natural” appears verbatim in Google search results for Honest Multi-Surface Cleaner.

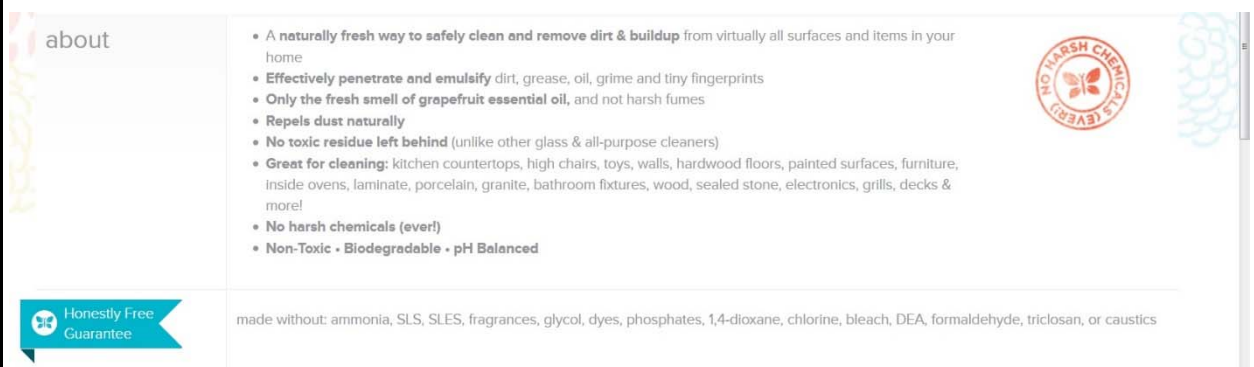
74. The following excerpted screenshot is a Google search conducted for “Multi-Surface Cleaner – The Honest Company” on August 26, 2015:





1           75. The Honest Multi-Surface Cleaner product webpage on Honest.com  
2 states that Honest Multi-Surface Cleaner is “naturally fresh,” and “Non-Toxic,”  
3 and that it contains “NO HARSH CHEMICALS (EVER),” and “Repels dust  
4 naturally.” Each of these statements has amplified Defendant’s representation that  
5 Honest Multi-Surface Cleaner is natural.

6           76. The following excerpted screenshots appeared on Honest.com on  
7 August 25, 2015:  
8



16           77. By consistently and systematically advertising the Honest Multi-  
17 Surface Cleaner as (A) “natural” and (B) “honest” throughout the Natural Products  
18 Class Period, Honest intended that all consumers purchasing Honest Multi-Surface  
19 Cleaner would be exposed to these advertising representations, and would take  
20 them literally.

21                           *Honest Sunscreen, among others,*

22           78. Honest Sunscreen originally contained 20 percent zinc oxide, the only  
23 active ingredient. In March 2015, Defendant reformulated Honest Sunscreen to  
24 contain only 9.3 percent zinc oxide, but continued to advertise Honest Sunscreen  
25 as “effective.”  
26

27

28

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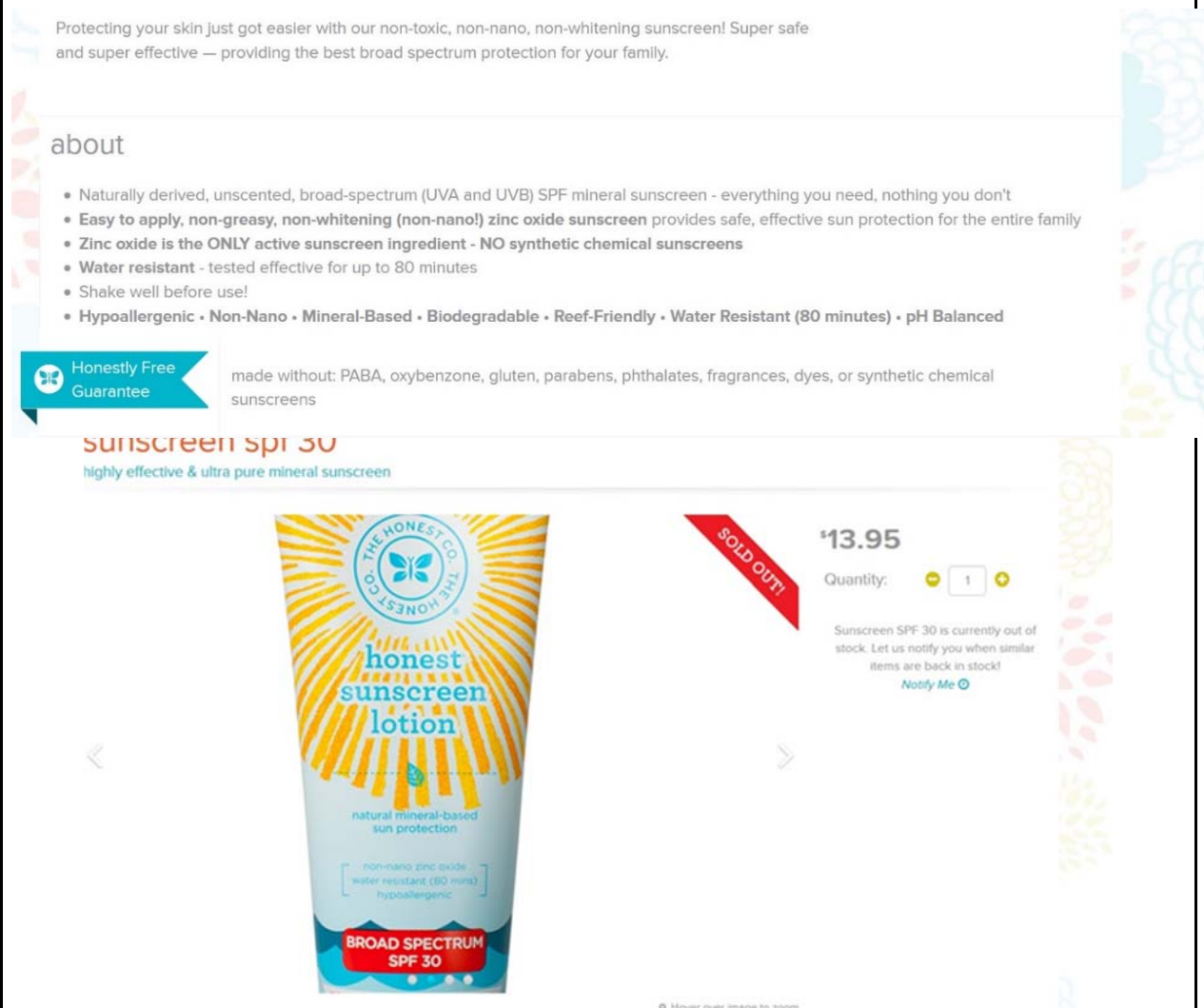
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79. At some point in time during or slightly after March 2015, Defendant labeled Honest Sunscreen as providing (A) “broad-spectrum mineral-based protection” or (B) “natural mineral based sun protection.”

80. Defendant amplified these representations by labeling Honest Sunscreen with the phrase “broad spectrum SPF 30.”

81. Honest.com further amplified these representations by describing Honest Sunscreen as “highly effective,” “super effective,” and “safe.”

82. These excerpted screenshots appeared on Honest.com on August 14, 2015:



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83. By consistently and systematically labeling and advertising Honest Sunscreen as (A) providing “broad-spectrum mineral-based protection”; (B) providing “natural mineral based sun protection”; (C) “effective”; (D) “highly effective,” (E) “super effective;” (F) “safe,” and/or (G) providing “broad spectrum SPF 30” and (H) “honest” throughout the Sunscreen Class Period, Defendant intended that all consumers purchasing Honest Sunscreen would be exposed to these advertising representations and take them literally.

8.84. Defendant’s representations regarding Honest Sunscreen:<sup>4</sup> Sunscreen’s sun protection characteristics are not mere puffery, including because sun protection is the product’s express purpose and thus any consumer would necessarily rely on such representations in deciding to purchase the product.

- Natural, unscented, broad-spectrum (UVA and UVB) 30 SPF mineral sunscreen - everything you need, nothing you don't
- Easy to apply, non-greasy, non-whitening (non-nano!) zinc oxide sunscreen provides safe, effective sun protection for the entire family
- Zinc oxide is the ONLY active sunscreen ingredient - NO harmful chemicals (ever!)
- Water resistant - tested effective for up to 40 minutes
- Hypoallergenic • Non-Nano • Mineral-Based • Biodegradable • Reef-Friendly • Water Resistant (40 minutes) • pH Balanced • Naturally Non-Toxic



### Untrue, Misleading, and/or Deceptive Claims

#### Natural Goods Advertising

85. Defendant’s representations in advertisements and labels are misleading, deceptive, and/or untrue.

86. Defendant falsely represented and continues to represent, expressly and by implication, that the Natural Products are natural.

87. “Natural” in the context of Defendant’s products means each product contains no artificial ingredients.

<sup>4</sup> <http://web.archive.org/web/20150315013812/https://www.honest.com/bath-and-body/sunscreen-spf-30->

1        88. The representation that a product is natural is material to a reasonable  
2 consumer.

3                                    *Synthetic Ingredients Are Not Natural*

4        89. Honest Natural Products that Defendant advertised and/or labeled as  
5 “natural” contain non-natural ingredients.

6        90. Contrary to Defendant’s representations in advertisements and labels,  
7 including in product descriptions on Honest.com and Target.com, the Honest  
8 Natural Products contain non-natural ingredients as follows:

9                    a. Honest Dish Soap

10                                    i. Methylisothiazolinone- a synthetic preservative.

11                                    ii. Cocamidopropyl Betaine- a synthetic surfactant.

12                                    iii. Phenoxyethanol- a synthetic preservative.

13                    b. Honest Hand Soap

14                                    i. Phenoxyethanol- see above.

15                    c. Honest Multi-Surface Cleaner

16                                    i. Methylisothiazolinone- see above.

17                    d. Honest Diapers

18                                    i. Sodium Polycrylate- a petrochemical-based additive.

19        91. Synthetic ingredients are artificial, not natural.

20        92. The Environmental Working Group rates each of these ingredients as  
21 exceeding the organization’s “low hazard” threshold, according to the following  
22 ratings on the organization’s informational website:

23                    (a) Methylisothiazolinone - EWG Rating: 7 out of 9 – “High  
24 Hazard.”

25                    (b) Cocamidopropyl Betaine - EWG Rating: 4 out of 9 –  
26 “Moderate Hazard.”  
27  
28

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1                   (c) Phenoxyethanol - EWG Rating: 4 out of 9 – “Moderate  
2                   Hazard.”

3                   (d) Sodium Polycrylate - EWG Rating: 3 out of 9 – “Moderate  
4                   Hazard.”

5           93. Defendant’s own statements on the “honestly blog” concede that  
6 these ingredients are not natural.

7           94. Defendant has expressly criticized its competitors for using  
8 “preservatives (and ingredients) with synthetic fragrances,” including  
9 “Methylisothiazolinone.”

10           95. Defendant stated on the “honestly blog” that Cocamidopropyl Betaine  
11 “isn’t found in nature,” adding the statement “but that’s the beauty and power of  
12 chemistry!”

13           96. Defendant stated on the “honestly blog” that the ingredient  
14 Phenoxyethanol is “synthetically produced in a laboratory.”

15           97. Defendant indicated on the “honestly blog” that the ingredient  
16 Sodium Polycrylate is “petroleum-based.” This statement also contradicts  
17 Defendant’s prior advertising representation that Honest Diapers are 100% plant-  
18 based.

19           98. As indicated by the statements above, Defendant knowingly  
20 advertises and or labels the Natural Products as natural despite knowing the  
21 Natural Products contain synthetic, non-natural ingredients.

22           99. Plaintiffs would all consider purchasing Honest Natural Products in  
23 the future if Defendant ceases selling misrepresented products as alleged in this  
24 Complaint.

25           100. By claiming Natural Products that contain synthetic ingredients are  
26 natural, Defendant knowingly deceived and misled reasonable consumers and  
27 knowingly made representations in advertising and/or labels Defendant knew to be  
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untrue and would mislead consumers, or which by the exercise of reasonable care Defendant should have known were untrue and would mislead consumers.

*Sunscreen Advertising*

101. Defendant falsely represented in advertising and labeling, and continues to so represent, expressly and by necessary implication, that Honest Sunscreen is effective, when Defendant knew the only active ingredient in Honest Sunscreen had been reduced by more than half in March 2015.

9.102. According to Defendant, “Zinc oxide is the ONLY active sunscreen ingredient” in Honest Sunscreen.<sup>5</sup>

10.103. Honest Sunscreen originally contained 20 percent zinc oxide.<sup>6</sup>

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<sup>5</sup> Id.; <https://www.honest.com/bath-and-body/sunscreen-spf-30>.

<sup>6</sup> <https://web.archive.org/web/20150315013812/https://www.honest.com/bath-and-body/sunscreen-spf-30>.





## details & ingredients

3.0 oz.  
Broad Spectrum SPF 30  
Water Resistant (40 mins)

### ACTIVE INGREDIENT:

Non-Nano Zinc Oxide 20%

### INACTIVE INGREDIENTS:

*Helianthus Annuus (Sunflower) Seed Oil*, *Beeswax\**, Caprylic/Capric Triglyceride, Polyhydroxystearic Acid, *Calendula Officinalis Flower Extract\**, *Chamomilla Recutita (Matricaria) Flower Extract\**, *Olea Europaea (Olive) Fruit Oil\**, Triethoxycaprylylsilane, *Simmondsia Chinensis (Jojoba) Seed Oil\**, Butyrospermum Parkii (*Shea*) Butter\*

\*Certified Organic Ingredient



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12.105. However, sometime later in March 2015, Defendant quietly reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide.<sup>8</sup> (In comparison, other sunscreens typically contain between 18 and 25 percent zinc oxide.<sup>9</sup>)

13.106. As of August 12, 2015, Defendant’s website stated Honest Sunscreen’s zinc oxide content was 9.3 percent and the Drug Facts on the back of Honest Sunscreen’s bottle stated “Active Ingredient: Zinc Oxide 9.3%”.<sup>10</sup>

<sup>8</sup> <https://web.archive.org/web/20150812080605/https://www.honest.com/bath-and-body/sunscreen-spf-30>; <http://money.cnn.com/2015/08/04/news/companies/jessica-alba-honest-company-sunscreen/>.

<sup>9</sup> <http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html>.

<sup>10</sup> <https://web.archive.org/web/20150812080605/https://www.honest.com/bath-and-body/sunscreen-spf-30>.



details &  
ingredients

3.0 oz.  
Broad Spectrum SPF 30  
Water Resistant (80 mins)

ACTIVE INGREDIENT:

Non-Nano Zinc Oxide 9.3%

INACTIVE INGREDIENTS:

Beeswax\*, Butyloctyl Salicylate, Butyrospermum Parkii (Shea) Butter\*, Calendula Officinalis Flower Extract\*, Chamomilla Recutita (Matricaria) Flower Extract\*, Cocos Nucifera (Coconut) Oil, Helianthus Annuus (Sunflower) Seed Oil, Hydrogenated Vegetable Oil, Jojoba Esters, Methyl Dihydroabietate, Olea Europaea (Olive) Fruit Oil\*, Prunus Armeniaca (Apricot) Kernel Oil, Silica, Simmondsia Chinensis (Jojoba) Seed Oil\*, Tocopherol

\*Certified Organic Ingredient



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## details & ingredients

3.0 oz.  
Broad Spectrum SPF 30  
Water Resistant (80 mins)

### ACTIVE INGREDIENT:

Non-Nano Zinc Oxide 9.3%

### INACTIVE INGREDIENTS:

**Beeswax\***, Butyloctyl Salicylate, Butyrospermum Parkii (**Shea**) Butter\*, Calendula Officinalis Flower Extract\*, Chamomilla Recutita (**Matricaria**) Flower Extract\*, Cocos Nucifera (**Coconut**) Oil, Helianthus Annuus (**Sunflower**) Seed Oil, Hydrogenated Vegetable Oil, Jojoba Esters, Methyl Dihydroabietate, Olea Europaea (**Olive**) Fruit Oil\*, Prunus Armeniaca (**Apricot**) Kernel Oil, Silica, Simmondsia Chinensis (**Jojoba**) Seed Oil\*, Tocopherol

\*Certified Organic Ingredient



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14.107. Although in March 2015 Defendant reduced the content of zinc oxide—by its own admission, “the ONLY active sunscreen ingredient” in Honest Sunscreen—by more than half, it continued to represent that Honest Sunscreen provides was effective and provided “broad spectrum SPF 30” sun protection.”<sup>14</sup>

108. ~~Thereafter, Defendant began receiving~~ The advertising representations that a product is “effective” and provides “broad-spectrum mineral-based protection” or “natural mineral based sun protection,” in the context of Honest Sunscreen, mean the product should protect the user from unhealthy exposure to harmful UV rays.

109. These representations are material to a reasonable consumer. This is evidenced by Defendants making these representations in labeling and advertising in online webpage descriptions on Honest.com, and point-of-sale displays, and in other advertising materials.

110. Defendant knew or should have known its representations would mislead consumers about Honest Sunscreen’s sun protection characteristics.

#### *Honest Sunscreen Is Ineffective*

<sup>14</sup> <https://www.honest.com/bath-and-body/sunscreen-spf-30->

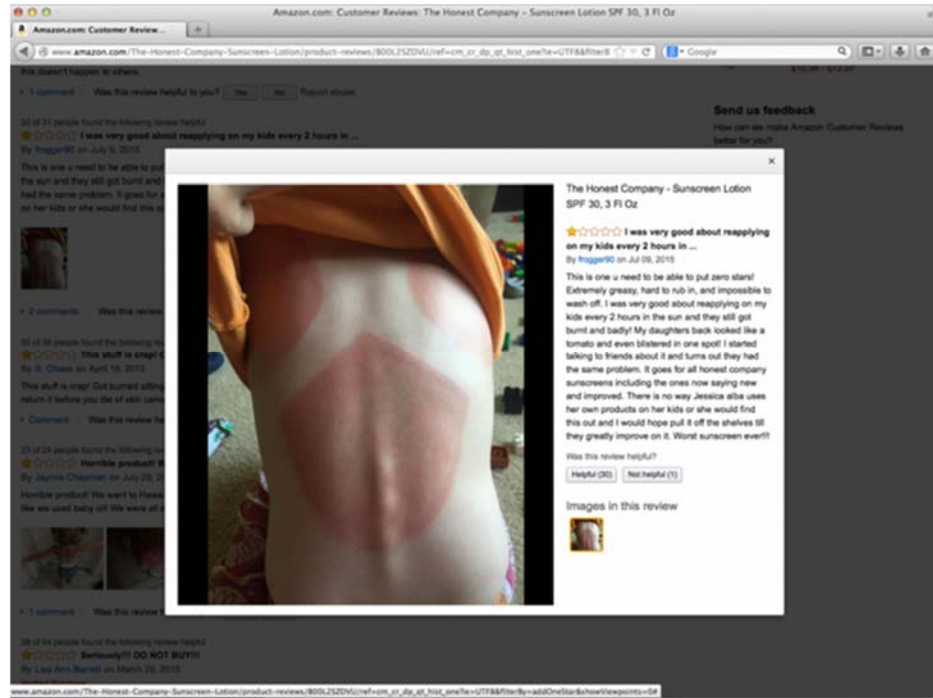
1 111. Defendant stated and continues to state that Honest Sunscreen is  
2 “effective” for sunblock protection and provides “broad-spectrum mineral-based  
3 protection” and/or “natural mineral based sun protection,”

4 112. These representations are untrue, misleading, and/or deceptive.

5 113. Defendant sought to induce consumers including Plaintiff to purchase  
6 Honest Sunscreen by making the above representations regarding its alleged health  
7 and safety benefits. As one consumer stated, “I’m not a chemist. . . . But when I  
8 buy a bottle that says SPF 30 on it and it has zinc oxide, I just thought I was  
9 getting her a bottle that would offer some protection.” (Lisa Parker, “Burn Notice:  
10 Angry Parents, Sunburned Kids and Complaints About a Popular Brand of  
11 Sunscreen,” NBC Chicago, [http://www.nbcchicago.com/news/local/Angry-](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html)  
12 Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html (last visited  
13 Jan. 4, 2016)).

114. Defendant's claims regarding Honest Sunscreen's effectiveness are directly contradicted by Plaintiffs' experiences and those of hundreds of other unhappy customers, to wit:





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15.115. Throughout August 2015, Defendant received numerous customer reviews and complaints alleging Honest Sunscreen did not offer the sun protection it promised and marketed. According to one news story:

Jessica Alba's Honest Company has come under fire by unhappy customers who say the brand's sunscreen option is sub-par. Several people took to social media to show off the painful-looking sunburns they got after using the product, with many mentioning they were only in the sun for a few minutes. A study done by NBC5 Chicago found that Honest's sunscreen contains only 9.3 percent non-nano zinc oxide while other products contain 18 to 25 percent of the active ingredient. They wonder if the reduced amount of zinc oxide contributed to the issues customers were having. Honest changed its formula, which originally had 20 percent zinc oxide, earlier this year but claims to have added other components to make up for the reduced amounts.<sup>12</sup>

<sup>12</sup> [http://www.thefashionspot.com/buzz\\_news/latest\\_news/624761-jessica-alba-honest-sunscreen/](http://www.thefashionspot.com/buzz_news/latest_news/624761-jessica-alba-honest-sunscreen/)



1  
2 (See Jihan Forbes, “Jessica Alba Responses to Honest Sunscreen Fails,” The  
3 Fashion Spot, [http://www.thefashionspot.com/buzz-news/latest-](http://www.thefashionspot.com/buzz-news/latest-news/624761-jessica-alba-honest-sunscreen/)  
4 [news/624761-jessica-alba-honest-sunscreen/](http://www.thefashionspot.com/buzz-news/latest-news/624761-jessica-alba-honest-sunscreen/) (last visited Jan. 7, 2016)).

5 116. Defendant’s Amazon marketplace webpage contains documented  
6 customer reviews that detail evidence of sunburn and blisters resulting from  
7 exposure to the sun, after applying Honest Sunscreen.

8 117. Defendant’s Twitter and Facebook account received numerous  
9 messages published by users who documented sunburn injuries resulting from  
10 exposure to the sun, after applying Honest Sunscreen.

11 118. Consumer comments on Defendant’s blog also contained numerous  
12 complaints about sunburn and after-effects resulting from exposure to the sun after  
13 applying Honest Sunscreen.

14 *Defendant Knew its Sunscreen Failed to Protect Users as of August 2015*

15 119. Defendant continued to represent that Honest Sunscreen was effective  
16 even after learning that numerous consumers suffered sunburns using Honest  
17 Sunscreen.

18 ~~16.~~120. Defendant responded to the media backlash with a statement  
19 that compounded its deceptive representations regarding Honest Sunscreen.  
20 Specifically, Defendant stated, “Our previous Sunscreen formulation had a 40-  
21 minute water resistance and customers told us that it didn’t apply as easily as they  
22 would’ve liked. Based on our own experience and consumer feedback, we  
23 redesigned our Sunscreen Lotion for 80-minute water resistance and an improved  
24 formulation that allows for easier application and a lighter-weight feel.”<sup>13</sup>

25  
26  
27  
28 <sup>13</sup> <https://blog.honest.com/a-message-from-the-founders/#>

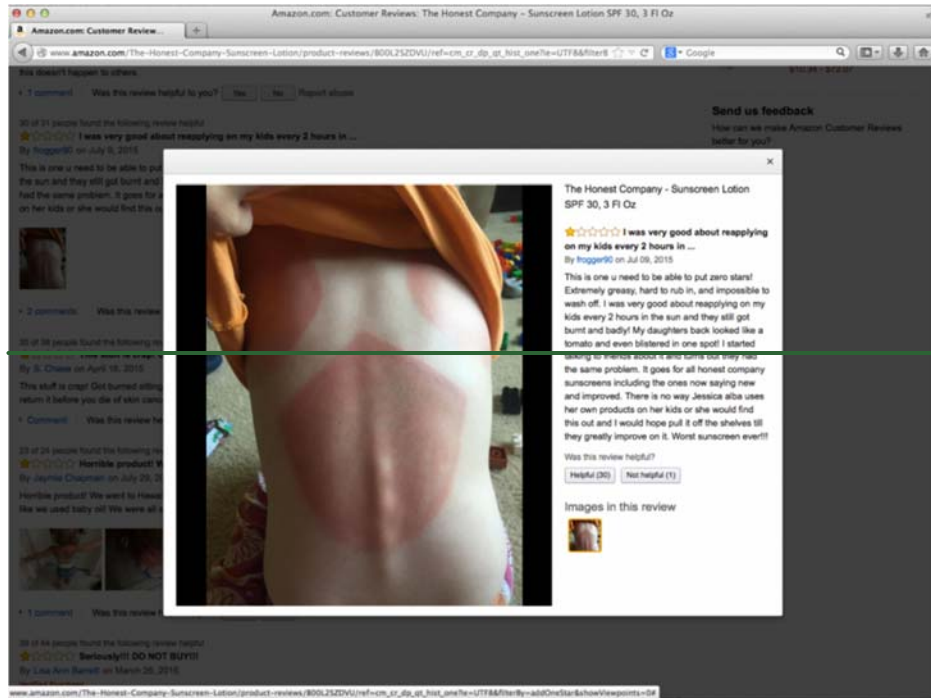


17. 121. Defendant further attempted to create false confidence in Honest Sunscreen by claiming it was tested by a third party to meet FDA standards, even though according to the FDA it neither verifies such testing nor requires any company to share the result of any such testing.<sup>14</sup>

8. ~~Defendant's claims regarding Honest Sunscreen's effectiveness are belied by Plaintiff's experience and those of hundreds of other unhappy customers, to wit:~~



<sup>14</sup> ~~<http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html>~~



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18. 122. ~~Defendant's claims regarding Honest Sunscreen's effectiveness~~  
~~are~~ Defendant's false advertising misconduct is further belied by its own  
subsequent actions. According to one news story:

After seeing the rash of complaints NBC 5 Investigates visited some local stores and found the product was no longer on some store shelves, like Target where an employee told us it was "discontinued." The shelves were nearly empty at the Nordstrom we visited, and "out of stock" for visitors to the company website. Which made us wonder: is the company quietly pulling a problem product?<sup>45</sup> (Parker, "Burn Notice," supra.)

9. ~~Defendant sought to induce consumers including Plaintiff to purchase Honest Sunscreen by making the above representations regarding its alleged health~~

<sup>45</sup> ~~[http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html)~~

~~318367591.html~~

1 and safety benefits. As one consumer stated, “I’m not a chemist. . . . But when I  
2 buy a bottle that says SPF 30 on it and it has zinc oxide, I just thought I was getting  
3 her a bottle that would offer some protection.”<sup>16</sup>  
4

5 **Plaintiffs’ Experience with Defendants’ Advertising and Products**

6 *Plaintiffs’ Purchase of the Products*

7 *Hand Soap*

8  
9 123. Starting in late 2013 and through the summer of 2015, Plaintiff  
10 Stavroula purchased Honest Hand Soap from Target in the State of Florida.

11 124. In or about July 2015, Plaintiff Rubin purchased “lemongrass”  
12 Honest Hand Soap from Gelson’s Markets in Los Angeles, California.

13 *Dish Soap*

14 125. Starting in late 2013 and through the summer of 2015, Plaintiff  
15 Stavroula purchased Honest Dish Soap from Target in the State of Florida.

16 126. In or about July 2015, Plaintiff Rubin purchased “white grapefruit”  
17 Honest Dish Soap from Gelson’s Markets in Los Angeles, California

18 *Sunscreen*

19 127. In late April or early May 2015, Plaintiff Michael purchased Honest  
20 Sunscreen at Costco Wholesale in West Des Moines, Iowa.

21 128. On June 26, 2015 Ms. Hembree purchased Honest Sunscreen from  
22 Costco Wholesale in Burlington, Kansas.

23 129. On March 29, 2015, Ms. Lung purchased Honest Sunscreen from  
24 Costco Wholesale in Burbank, California.

25  
26  
27 <sup>16</sup> [http://www.nbcechicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-](http://www.nbcechicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html#ixzz3jxjpWPtW-)  
28 318367591.html#ixzz3jxjpWPtW-

Plaintiffs' Exposure to the False Advertising and the Resulting Harm

130. Plaintiffs Rubin, Michael, Da Silva, Hembree, and Lung all actually  
witnessed Defendant's advertising campaign.

131. Starting in at least February 2015, Rubin became aware of the Honest  
Company's representations that its Hand Soap and Dish Soap, along with its other  
products, were "natural" and non-toxic. From approximately February 2015  
through at least July 2015, he viewed Defendant's website several times, he saw  
Defendant's ads on Facebook and saw banner ads on other websites, promoting its  
products as "natural". He also viewed videos of Jessica Alba on television and the  
internet promoting Defendant's image as a company that only sells natural  
products

132. When Rubin purchased the Honest Hand Soap in or about July 2015,  
he saw Defendant's representation on the label that the product was "natural."

133. Rubin bought the Honest Hand Soap and Dish Soap, which were  
marked up at a premium as compared to comparable products, based on  
Defendant's representations on its labels, advertising and marketing that the  
products were natural.

134. Starting in late 2013 and through 2015, Plaintiff Da Silva read and  
generally believed that Honest products were natural, non-toxic, and plant based.  
Plaintiff Da Silva saw Defendant's advertising and labeling representations on  
product packaging, in-store displays, internet advertising, magazines, and  
advertising and articles in parenting magazines.

135. Plaintiff Da Silva bought the Honest Hand Soap and Dish Soap,  
which were marked up at a premium as compared to comparable products, based  
on Defendant's representations on its labels, advertising and marketing that the  
products were natural.

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1 136. As stated above, Defendant knew or should have known that its  
2 representations regarding the Natural Products would mislead consumers into  
3 believing those products did not contain synthetic ingredients.

4 137. Plaintiffs Rubin and Da Silva did not know and had no reason to  
5 suspect that Defendant misrepresented the characteristics of Honest Hand Soap  
6 and Dish Soap.

7 138. As a result of his payment of a premium to Defendant for these  
8 Natural Products, both Rubin and Da Silva experienced economic harm.

9 19.139. Prior to purchasing Honest Sunscreen, Plaintiff  
10 Plaintiffs  
11 Michael, Hembree, and Lung all saw Defendant's representations that, among  
12 other things, Honest Sunscreen offered "broad spectrum SPF 30" sun protection.  
13 ~~Defendant's representations regarding Honest Sunscreen's sun protection characteristics are~~  
14 ~~not mere puffery, as sun protection is the product's express purpose and thus any consumer~~  
15 ~~would necessarily rely on such representations in deciding to purchase the product.~~

16 140. As stated above, sometime in March 2015 Defendant quietly reformulated  
17 For  
18 example, in the months prior to her purchase of the Sunscreen in June 2015,  
19 Plaintiff Hembree observed Defendant's advertising and marketing of its products,  
20 including the sunscreen, as natural, safe and effective, on television, on  
21 Defendant's Facebook page, its website, and in floor displays at Costco and other  
22 stores.

23 141. Starting in late 2013, Plaintiff Lung became aware of Honest  
24 Sunscreen as a consumer products brand. At least as early as 2013, she purchased  
25 pre-2015 formulations of Honest Sunscreen. Lung reasonably believed that the  
26 Honest Sunscreen was effective, based upon Defendant's brand and company  
27 name, and based upon her experience with earlier versions of the Honest  
28 Sunscreen product.

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1           142. Plaintiff Lung purchased Honest Sunscreen from CostCo Wholesale  
2 on March 29, 2015. In addition to purchasing a product she believed was  
3 effective, based upon her experience with previous Honest Sunscreen products,  
4 Lung took special notice that the Honest Sunscreen product she purchased was  
5 labelled as SPF 30, and that it offered broad spectrum protection.

6           143. Plaintiffs Michael and Hembree experienced sunburns as a result of  
7 using the product. Plaintiff Lung's children experienced sunburns as a result of  
8 using the product.

9           144. Michael used Honest Sunscreen as directed in May 2015 and suffered  
10 a severe sunburn resulting in blistering and peeling.

11           145. Hembree used Honest Sunscreen as directed starting in August 2015  
12 and suffered a severe sunburn as well.

13           146. Lung applied Honest Sunscreen on her two sons during her family's  
14 regular beach outings, in the spring of 2015. Lung applied the sunscreen and  
15 abided by package directions, including instructions specific to outdoor use near  
16 water. Lung's two children suffered sunburns after using Honest Sunscreen.  
17 Assuming that she had misapplied the sunblock, she tried to use the product again,  
18 during a second outing. Lung's children again experienced sunburn, after which  
19 she stopped using Honest Sunscreen.

20           ~~10. Prior to their purchases, Plaintiffs Honest Sunscreen to decrease the~~  
21 ~~amount of zinc oxide, the only active ingredient, by more than half. It continued to represent,~~  
22 ~~however, that Honest Sunscreen offered SPF 30 sun protection. Defendant knew or should have~~  
23 ~~known its representations regarding Honest Sunscreen's sun protection characteristics would~~  
24 ~~mislead consumers into believing Honest Sunscreen would provide, among other things, "safe,~~  
25 ~~effective sun protection for the entire family" and "broad spectrum SPF 30" sun protection.~~  
26  
27  
28

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1 147. On the other hand, Plaintiff did not know and had no reason to know  
2 Defendant misrepresented Honest Sunscreen's sun protection characteristics. ~~Had~~  
3 ~~Plaintiff~~

4 20.148. Plaintiffs each paid for an ineffective Honest Sunscreen  
5 product and experienced economic harm. Had Plaintiffs known that Defendant  
6 falsely marketed and sold Honest Sunscreen, ~~he~~they would not have purchased  
7 ~~it~~the Honest Sunscreen product.

8 ~~11. Plaintiff, on behalf of himself and other similarly situated consumers, brings this~~  
9 ~~consumer protection action against Defendant based on Defendant's course of unlawful conduct.~~  
10 ~~Plaintiff alleges violations of California's Unfair Competition Law, False Advertising Law, and~~  
11 ~~Consumer Legal Remedies Act, as well as breach of express warranty, breach of the implied~~  
12 ~~warranty of merchantability, negligent misrepresentation, intentional misrepresentation, and~~  
13 ~~unjust enrichment.~~

### 14 Plaintiffs' Reliance Was Reasonable

15  
16  
17 149. Plaintiffs reasonably relied on Defendant's own statements and  
18 advertising concerning the particular qualities and benefits of their products.

19 150. Plaintiffs read and relied upon the labels on products in making their  
20 purchasing decisions, along with viewing the statements and advertising on  
21 Defendant's website and elsewhere on the internet.

22 151. A reasonable consumer would consider the statements and  
23 advertising regarding the sun protection characteristics of a sunscreen. Here,  
24 Plaintiffs relied on the specific statements and representations by Defendant that  
25 the Honest Sunscreen would provide SPF 30 protection and offered the "best  
26 broad spectrum protection."

27 152. A reasonable consumer would consider the ingredients and physical  
28 properties when looking to purchase a natural or organic product. Here, Plaintiffs

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1 relied on the specific statements and representations by Defendant that the Natural  
2 Products were natural supplemental representations, including that the Natural  
3 Products do not contain harsh chemicals, are safe, are non-toxic, and are plant-  
4 based.

5 **Defendant's Knowledge and Notice of its Breaches of its**  
6 **Express and Implied Warranties**

7 153. Defendant had sufficient notice of its breaches of its express and  
8 implied warranties. Defendant had and has exclusive knowledge of the physical  
9 and chemical make-up of its Sunscreen and the Natural Products.

10 154. For instance, as early as June 28, 2012, a consumer inquired with  
11 Defendant about its inadequate disclosure that its cleaning products contained  
12 cocamidopropyl betaine, phenoxyethanol, and methylisothiazolinone<sup>17</sup>:

13  
14  
15  
16  
17  
18  
19 katie says  
Wednesday, June 27th, 2012 1:27 PM at 1:27 pm

20  
21 Where does it say that the dish soap contains the ingredients: cocamidopropyl betaine,  
phenoxyethanol, and methylisothiazolinone. On the bottle it says water and coconut oil derived  
surfactants. Are all those things what makes coconut oil derived surfactants?

22 Update before I even send. I just need to say, I am surprised that the label of a company who's goal  
is to be completely transparent, was not so transparent. I went to the website and now the dish soap  
has an 'updated scent' of white grapefruit and spells out those ingredients you mentioned instead of  
what's on my bottle, "Water, and coconut oil derived surfactants.". I am disappointed in the 'honest'  
company and will not be purchasing from them again.

23  
24 Reply

25  
26  
27 Maia says  
Thursday, June 28th, 2012 6:25 PM at 6:25 pm

28 Hi Katie-  
I got my information from the website and a couple of phone calls to the company; I've not yet held a  
bottle of the soap in my hand, and I'm disappointed to hear that the ingredients listed there are  
vague and, frankly, sneaky. I agree that there is an inconsistency between the ostensible mission of  
the company and not only the inclusion of such chemicals, but also the intentional obscuring of their  
inclusion! That said, I have to reiterate what I said in my post: I think Jessica Alba is sincerely  
passionate about making safe products, and the vast majority of the Honest line is clean, safe,  
and...well, honest. It's unfortunate that the dish soap is such a glaring exception.

<sup>17</sup> https://gim  
or-sneaky/#cc  
CLASS ACT

FIRST AM

a-alba-good-bad-

ael v. The Honest  
)

155. Defendant was also notified of the defective nature of its Honest Sunscreen through consumer contacts, complaints, and news related articles. (David Kroll, “The Failure of Jessica Alba’s Honest Company Sunscreen Explained,” Forbes, <http://www.forbes.com/sites/davidkroll/2015/08/03/the-failure-of-jessica-albas-honest-company-sunscreen-explained/> (Last accessed on Aug. 3, 2015).)

156. Indeed, on information and belief, Honest itself chose to run tests on its sunscreen based on the numerous complaints, articles and bad press on August 2, 2015. (Jessica Fecteau, “Jessica Alba’s Honest Company Responses to Sunscreen Complaints: ‘We Take All Consumer Feedback Very Seriously.’” People.com, available online at <http://www.people.com/article/jessica-alba-honest-company-sunscreen> (last accessed Jan. 7, 2016).) Thus, Defendant had knowledge and notice from proposed class members prior to filing on any complaint.

157. Plaintiff Michael and Rubin also timely sent Defendant a letter detailing the bases for their claims of breach of implied and express warranties. These letters were sent months before the filing of this consolidated complaint.

### **Privity Exists With Plaintiffs and the Proposed Class**

158. Defendant knew that consumers such as Plaintiffs and the proposed Class would be the ultimate user of the products and target of its advertising and statements.

159. Defendant intended that its statements and representations would be considered by the end-users of its products, including Plaintiffs and the proposed Class.

160. Defendant directly marketed to Plaintiffs through its statements on its websites and packaging.

161. Plaintiffs are the intended beneficiaries of the express and implied warranties.

### **CLASS ACTION ALLEGATIONS**

~~12. Plaintiff brings this action on his own behalf and on behalf of the following Class:~~

162. ~~All persons who~~ Plaintiffs bring this action on behalf of themselves and, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of two nationwide classes (the “Honest Natural Products Class” and the “Honest Sunscreen Class”) that include other similarly situated purchasers of the Honest Products who experienced the same or substantially similar harm as a result of Defendant’s false advertising.

**HONEST NATURAL PRODUCTS CLASS:** All U.S. residents who have purchased Honest ~~Sunscreen~~ Dish Soap, Honest Hand Soap, Honest Diapers, Honest or Multi-Surface Cleaner (the “Natural Product(s)”) from any retail store or website ~~that~~ and who did not register for membership with the Honest Company during the applicable statute of limitations. ~~The Class excludes~~

**HONEST SUNSCREEN CLASS:** All U.S. residents who have purchased Honest Sunscreen from any retail store or website and who did not register for membership with the Honest Company during the applicable statute of limitations.

Both of the Classes exclude any judge or magistrate assigned to this case; all persons who make a timely election to be excluded from the Class; governmental entities; Defendant and any entity in which Defendant has a

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controlling interest, and its officers, directors, legal representatives, successors and assigns ~~(the “Class”)~~; and any person who purchased the Honest Products for resale.

163. ~~This action is properly maintainable~~ As used herein, the terms “Natural Products Class Members” and “Sunscreen Class Members” shall mean and refer to the members of the respective Classes described above.

164. Plaintiffs reserve the right to amend the Class definitions, and to add subclasses, as warranted by facts discovered.

165. Class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-action-under-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

13.—Numerosity—Federal Rule of Civil Procedure 23 ~~of the Federal Rules of Civil Procedure.~~

21.166. (a)(1). The ~~Class is~~ members of the Classes are so numerous that joinder of all members is impracticable. Upon information and belief, there are thousands of Class members throughout the United States and Canada. at least thousands of individual purchasers of Honest Natural Products and Honest Sunscreen. The precise number of Honest Natural Products Class Members or Honest Sunscreen Class Members is unknown to Plaintiffs, but may be ascertained, including by objective criteria. Members of the classes may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods.

22.167. ~~There are~~ Commonality and Predominance—Federal Rules of Civil Procedure 23(a)(2) & 23(b)(3). This action involves common questions of law and or fact, which are common to the Class. The common predominate over any questions, which are each separate issues that should be certified for classwide resolution

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~~pursuant to Fed. R. Civ. P. 23(c)(4),~~ affecting individual members of the Classes.

Common questions include ~~but are not limited to:~~

(a) Whether Defendant owed a duty of care to the ~~Class;~~ Honest Natural Products Class and/or the Honest Sunscreen Class.

(b) Whether Defendant ~~falsely advertised~~ represented and continues to represent that certain Honest Natural Products are natural;

(c) Whether Defendant represented and continues to represent that Honest Sunscreen ~~as, among other things, a “super safe and super~~ is effective”;

(d) Whether Defendant’s representations in advertising and/or labeling are false, deceptive, and misleading;

(e) Whether those representations are likely to deceive a reasonable consumer;

(f) Whether Defendant had knowledge that those representations were false, deceptive, and misleading;

(g) Whether Defendant continues to disseminate those representations despite knowledge that the representations are false, deceptive, and misleading;

~~(b)(h)~~ Whether a representation that a product offering “broad spectrum SPF 30” sun protection; is natural is material to a reasonable consumer of natural products;

~~(a) — Whether Defendant engaged in unfair and deceptive acts and practices in connection with the marketing, advertising, and sale of Honest Sunscreen;~~

(i) Whether a representation that a product is effective is material to a reasonable consumer of products;

~~(e)(j)~~ Whether Defendant knowingly failed to protect the Sunscreen Class from the risks and consequences of decreasing the amount of zinc oxide in Honest Sunscreen;

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1 ~~(d)~~(k) Whether California law applies to the claims of the proposed  
2 ~~Class~~Classes;

3 ~~(e)~~(l) Whether Defendant breached express and implied warranties;

4 (m) Whether Defendant violated California Business and Professions  
5 Code § 17200 et seq.;

6 (n) Whether Defendant violated California Business and Professions  
7 Code § 17500 et seq.;

8 (o) Whether Defendant violated California Civil Code § 1750 et seq.;

9 ~~(f)~~(p) Whether Defendant was unjustly enriched; ~~and~~

10 ~~(g)~~(q) -Whether ~~Plaintiff~~Plaintiffs and the ~~Class~~-members of the Classes are  
11 entitled to actual, statutory, and punitive damages; and

12 ~~Plaintiff's~~(l) Whether Plaintiffs and members of the Classes are entitled to  
13 declaratory and injunctive relief.

14  
15 168. Defendant engaged in a common course of conduct giving rise to the  
16 legal rights sought to be enforced by Plaintiffs each individually and on behalf of  
17 the other members of the Classes. Identical statutory violations and business  
18 practices and harms are involved. Individual questions, if any, are not prevalent in  
19 comparison to the numerous common questions that dominate this action.

20 169. Typicality—Federal Rule of Civil Procedure 23(a)(3). Plaintiffs'  
21 claims are typical of the claims of the other ~~Class members and Plaintiff does not~~  
22 members of each of the Classes because, among other things, all members of the  
23 Classes were comparably injured through the uniform misconduct described above  
24 and were subject to Defendant's false, deceptive, misleading, and unfair labeling  
25 and marketing practices, including the false claims that the Honest Natural  
26 Products are natural and the Honest Sunscreen is effective. Plaintiffs do not have  
27 any interests adverse to the Classes.

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1        170. Adequacy of Representation—Federal Rule of Civil Procedure  
2        23(a)(4). Plaintiff are adequate representatives of the members of each of the  
3        Classes because their interests do not conflict with the interests of the other  
4        members of the Class they seek to represent; they have retained competent counsel  
5        with experience in complex class action litigation; and Plaintiffs will prosecute  
6        this action vigorously. The interests of the members of the Classes will be fairly  
7        and adequately protected by Plaintiffs and their counsel.

8        171. Declaratory and Injunctive Relief—Federal Rule of Civil Procedure  
9        23(b)(2). Defendant has acted or refused to act on grounds generally applicable to  
10       Plaintiffs and other members of the Classes, thereby making appropriate final  
11       injunctive relief and declaratory relief, as described below, with respect to the  
12       members of the Classes, each as a respective whole.

13       172. Superiority—Federal Rule of Civil Procedure 23(b)(3). A class  
14       action is superior to any other available means for the fair and efficient  
15       adjudication of this controversy, and no unusual difficulties are likely to be  
16       encountered in the management of this class action. The damages or other  
17       financial detriment suffered by Plaintiffs and the other members of the Classes are  
18       relatively small compared to the burden and expense that would be required to  
19       individually litigate their claims against Defendant, so it would be impracticable  
20       for members of the Classes to seek redress for Defendant’s wrongful conduct on  
21       an individual basis. Individualized litigation would also pose the threat of  
22       significant administrative burden to the court system. Individual cases would  
23       create the potential for inconsistent or contradictory judgments, and would  
24       increase delay and expense to all parties and the court system. By contrast the  
25       class action device presents far fewer management difficulties and provides the  
26       streamlined benefits of singular adjudication and comprehensive supervision by  
27       one court. Given the similar nature of the class members’ claims, the Classes will  
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1 be easily managed by the Court and the parties and will be managed more  
2 efficiently in this integrated class action than through multiple separate actions in  
3 the various states.

4 **CLAIMS FOR RELIEF**

5 **FIRST CLAIM FOR RELIEF**

6 **Violation of California's Consumer Legal Remedies Act**

7 **California Civil Code §§ 1750 et seq.**

8  
9 173. Plaintiffs hereby incorporate by reference the allegations contained in  
10 this Complaint.

11 174. Plaintiffs bring this claim for relief pursuant to the California  
12 Consumers Legal Remedies Act ("CLRA").

13 175. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(5),  
14 which prohibits "Representing that goods or services have . . . characteristics,  
15 ingredients, uses, benefits, or quantities which they do not have."

16 176. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(7),  
17 which prohibits "Representing that goods or services are of a particular standard,  
18 quality or grade . . . if they are of another."

19 177. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(9),  
20 which prohibits "Advertising goods . . . with intent not to sell them as advertised."

21 178. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(16),  
22 which prohibits "Representing that the subject of a transaction has been supplied  
23 in accordance with a previous representation when it has not."

24 179. Honest Products are "goods" within the meaning of Civil Code §  
25 1761(a) and § 1770.

26 180. Defendant is a "person," as defined by Civil Code § 1761(c).

27 181. Plaintiffs and the members of the Classes are "consumers" within the  
28 meaning of Civil Code § 1761(d) and § 1770.

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1 182. Plaintiffs Rubin and Da Silva and members of the Classes purchased  
2 Honest Hand Soap, Honest Dish Soap, and Honest Sunscreen for personal, family,  
3 and household purposes as meant by Civil Code § 1761(d).

4 183. Each purchase of the Honest Products by Plaintiffs and each member  
5 of the Classes constitutes a “transaction” within the meaning of Civil Code §§  
6 1761(e) and 1770.

7 184. In fact, Plaintiff Rubin and Da Silva and the Honest Natural Products  
8 Class Members relied upon the representations in advertising and labels to their  
9 detriment and paid a higher price for Honest Natural Products than they would  
10 have paid for products that are not natural.

11 185. In fact, Plaintiffs Michael, Hembree, and Lung and the Honest  
12 Sunscreen Class—Specifically Members relied upon the representations in  
13 advertisements and labels to their detriment and paid for the ineffective Honest  
14 Sunscreen products.

15 186. Defendant’s conduct is ongoing and, unless restrained, likely to recur.

16 187. Plaintiffs, on behalf of themselves and members of the Classes, seek  
17 injunctive relief prohibiting Defendant from engaging in the misconduct described  
18 herein.

19 188. Plaintiffs seek attorneys’ fees and costs as allowed by law.

20 189. CLRA Civil Code § 1782(d) codifies Plaintiffs’ right to amend  
21 without leave of court to include a request for damages.

22 190. On September 3, 2015, Plaintiff and all the Class members sustained  
23 damages arising out of Defendant’s wrongful course of conduct. The harms suffered by Rubin  
24 sent a CLRA § 1782 (a) notice letter to Defendant, a copy of which is attached  
25 hereto as Exhibit A. Defendant was served with a copy of the letter on September  
26 14, 2015.

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1           ~~23.~~191. On September 24, 2015, Plaintiff ~~are typical harms suffered by the~~  
2 ~~Class members, and~~ Michael sent a CLRA § 1782 (a) notice to Defendant, a copy of  
3 which is attached hereto as Exhibit B. Defendant was served with a copy of the  
4 letter shortly after ~~Plaintiff and other Class members have an interest in preventing~~  
5 ~~Defendant from engaging in such conduct in the future.~~ Michael sent the letter.

6           ~~14. Plaintiff is an adequate representative of the Class, has retained competent counsel~~  
7 ~~experienced in litigation of this nature and will fairly and adequately protect the interests of the~~  
8 ~~Class.~~

9  
10           ~~15. The prosecution of separate actions by individual Class members would create a~~  
11 ~~risk of inconsistent or varying adjudications with respect to individual Class members which would~~  
12 ~~establish incompatible standards of conduct for the party opposing the Class.~~

13           ~~16. Plaintiff anticipates that there will be no difficulty in the management of this~~  
14 ~~litigation. A class action is superior to other available methods for the fair and efficient~~  
15 ~~adjudication of this controversy.~~

16  
17           ~~17. In addition, certification of specific issues such as Defendant's liability is~~  
18 ~~appropriate.~~

19  
20           ~~192. BASES~~ Defendant failed to provide appropriate relief for its violations of  
21 CLRA §§ 1770(a)(5), (7), (9) and (16) within 30 days of receipt of Plaintiff  
22 Rubin's notification. In accordance with Civ. Code § 1782(b), Plaintiffs and the  
23 Classes are entitled, under CLRA § 1780, to recover and obtain the following  
24 relief for Defendant's violations of CLRA §§ 1770(a)(5),(7), (9) and (16):

25           (a) actual damages under CLRA § 1780(a)(1);

26           (b) restitution of property under CLRA § 1780(a)(3);

27           (c) punitive damages under CLRA § 1780(a)(4) and because

28 Defendant has engaged in fraud, malice or oppression;

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1 (d) attorneys' fees and costs under CLRA § 1780(d); and

2 (e) any other relief the Court deems proper under CLRA 1780(a)(5).

3 193. Plaintiff Rubin previously prepared and filed a declaration stating  
4 facts showing that the Rubin action was filed in a court described as a proper place  
5 for the trial of the action. A copy of that declaration is attached as Exhibit D.  
6 Since Defendant sought to transfer the Rubin action to this District, Defendant has  
7 acknowledged that this District is a proper place for trial of this Action, and a  
8 supplemental CLRA § 1780(d) declaration from Plaintiffs is not required.

9 **SECOND CLAIM FOR RELIEF**

10 **COUNT I**

11 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

12 **(For Violation of California's False Advertising Law,**

13 **California Business and Professions Code §§ 17200-17500 et seq.).**

14 18. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

15 19. Plaintiff brings this claim on behalf of himself and the proposed Class.

16 20. California Business and Professions Code § 17200 et seq. prohibits acts of unfair  
17 competition, including any "unlawful, unfair or fraudulent business act or practice."

18 21. California Business and Professions Code § 17200 et seq. imposes strict liability.  
19 Plaintiff does not have to prove Defendant intentionally or negligently engaged in unlawful, unfair  
20 or fraudulent business acts or practices. Instead, Plaintiff only has to prove such acts or practices  
21 occurred.

22 194. Defendant engaged in unlawful business acts and practices in violation of  
23 California. Plaintiffs hereby incorporate by reference the allegations contained in this  
24 First Amended Complaint.  
25  
26  
27  
28

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22. ~~California's False Advertising Law, Business and Professions Code~~  
~~§ 17200 et seq. by misrepresenting Honest Sunscreen's sun protection characteristics in~~  
~~connection with its marketing and sale as alleged herein.~~

23. ~~Defendant's misrepresentations and its false and misleading advertising regarding~~  
~~Honest Sunscreen constitute "unlawful" business acts and practices in that Defendant's conduct~~  
~~violates:~~

(a) ~~California's False Advertising Law, California Bus. & Prof. Code § 17500~~  
~~et seq.;~~

(b) ~~California's Consumers Legal Remedies Act, California Civil Code § 1750~~  
~~et seq.;~~

(c) ~~Section 5(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C.~~  
~~§ 45(a), which prohibits unfair or deceptive acts or practices in or affecting~~  
~~commerce; and~~

(d) ~~Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits the~~  
~~dissemination of any false advertisement in or affecting commerce for the~~  
~~purpose of inducing, or which is likely to induce, the purchase of food,~~  
~~drugs, devices, services, or cosmetics.~~

(e) ~~Plaintiff reserves the right to identify additional provisions of law violated~~  
~~by Defendant as further investigation and discovery warrants.~~

24. ~~Defendant's misrepresentations and its false and misleading advertising regarding~~  
~~Honest Sunscreen constitute "unfair" business acts and practices because such conduct is immoral,~~  
~~unscrupulous, and offends public policy.~~

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1           25. Defendant's misrepresentations and its false and misleading advertising regarding  
2 Honest Sunscreen constitute "fraudulent" business acts and practices because members of the  
3 consuming public, including Plaintiff and the Class members, were and are likely to be deceived  
4 thereby.

5           26. The harm to Plaintiff and members of the public outweighs the utility, if any, of  
6 Defendant's acts and practices described above and therefore Defendant's acts and practices  
7 constitute an unfair business act or practice.

8           27. Defendant's acts and practices have detrimentally impacted competition and  
9 caused substantial harm to Plaintiff, the Class members, and the consuming public. Plaintiff and  
10 the Class members were misled and suffered injuries and lost money or property as a direct and  
11 proximate result of Defendant's unlawful business acts and practices.

12           28. Plaintiff and the Class members were denied the benefit of their bargain when they  
13 purchased Honest Sunscreen instead of competitor products which are typically less expensive,  
14 make medically and scientifically supported claims, and do not falsely purport to have certain  
15 characteristics or fitness for a particular purpose. Had Defendant not made the false and  
16 misleading representations and engaged in false and misleading advertising tactics, Plaintiff and  
17 the Class members would have paid less than what they did for Honest Sunscreen or they would  
18 not have purchased the product at all.

19           29. Defendant's knew or reasonably should have known its misleading statements  
20 regarding Honest Sunscreen's alleged SPF value and its use of related terms of art were and are  
21 likely to deceive reasonable consumers. Likewise, Defendant knew or reasonably should have  
22 known its misrepresentations regarding Honest Sunscreen's alleged safe and effective broad-  
23 spectrum sun protection were and are likely to deceive reasonable consumers.

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30. Defendant's misrepresentations and its false and misleading advertising regarding Honest Sunscreen presents a continuing threat to consumers in that such advertising will continue to mislead consumers into purchasing Honest Sunscreen on false premises.

31. By reason of the foregoing, Defendant should be required to pay damages and/or make restitution to Plaintiff and the Class Members and pay for Plaintiff's and the Class members' attorneys' fees.

## COUNT II

### **~~VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW~~ (California Business and Professions Code § 17500 et seq.)**

32. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

33. Plaintiff brings this claim on behalf of himself and the proposed Class.

24.195. California Business and Professions Code § 17500 et seq. ("FAL"), provides that "[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . ."

34. Defendant's misrepresentations acts and its false practices as described herein have deceived and misleading advertising regarding Honest Sunscreen misled consumers including Plaintiff and the Class members.

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1 196. Defendant knew /or reasonably should have known its representations  
2 regarding Honest Sunscreen's sun protection characteristics were untrue and misleading  
3 and are likely to deceive Plaintiff, Plaintiffs and the Honest Natural Products Class  
4 Members and the Honest Sunscreen Class Members.

5 35.—By its actions, Defendant has been and is disseminating uniform  
6 marketing statements concerning the Honest Products, and the public.

7  
8 25.197. Plaintiff performance, facts connect with, and the Class members  
9 were misled and suffered injuries and lost money or property as a direct and proximate  
10 result disposition of Defendant's misrepresentations and its false and misleading advertising  
11 regarding Honest Sunscreen in violation Honest Products, which by their nature are  
12 untrue or misleading, and which Defendant knew or should have known were  
13 untrue and/or misleading, within the meaning of California Business &  
14 Professions Code §§ 17500 et. seq.

15 198. As Defendant used numerous advertising devices and other manner  
16 and means to disseminate these statements, including those set forth more fully  
17 elsewhere in this Complaint.

18  
19 199. The statements are likely to deceive and continue to deceive the  
20 consuming public for the reasons detailed above.

21 200. Defendant intended, and continues to intend, that Plaintiffs and the  
22 members of the Classes rely upon the untrue and/or leading statements set forth  
23 more fully elsewhere in this Complaint.

24 201. In fact, Plaintiffs and the members of the Classes relied upon  
25 Defendant's statements to their detriment.

26 202. The above described untrue and misleading marketing representations  
27 Honest disseminated continue to have a likelihood to deceive Plaintiffs and  
28 members of the Classes.

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1 (b) California’s CLRA, California Civil Code §§ 1750 *et seq.*, as set forth  
2 more fully above, *supra*.

3 (c) Section 5(a) of the Federal Trade Commission Act (“FTC Act”), 15  
4 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting  
5 commerce; and

6 (d) Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits the  
7 dissemination of any false advertisement in or affecting commerce for the purpose  
8 of inducing, or which is likely to induce, the purchase of food, drugs, devices,  
9 services, or cosmetics.

10 (e) Plaintiffs reserve the right to identify additional provisions of law  
11 violated by Defendant as further investigation and discovery are undertaken and  
12 additional facts are discovered.

13 211. Defendant’s misrepresentations and its false and misleading  
14 advertising constitute “unfair” business acts and practices under the UCL.

15 212. Defendant’s misconduct offends established public policy and is  
16 unethical, and/or substantially injurious to Plaintiffs and the members of the  
17 Classes.

18 213. Defendant’s misconduct undermines and violates the policies codified  
19 in the FAL and the CLRA.

20 214. There is no legitimate utility of Defendant’s misconduct, let alone any  
21 that would outweigh the harm to Plaintiff and the members of the Classes.

22 215. Plaintiffs and the members of the Classes could not have reasonably  
23 avoided the injury each of them suffered, as reasonable consumers had no way of  
24 reasonably ascertaining the Honest Products are misbranded and are not properly  
25 labeled or advertised, and were at all relevant times dissuaded from avoiding any  
26 injury by Defendant’s long term advertising campaign.  
27  
28

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FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
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1        216. Defendant's misrepresentations and its false and misleading  
2 advertising regarding Honest Products constitute "fraudulent" business acts and  
3 practices because members of the consuming public, including Plaintiffs and the  
4 members of the Classes, were and are likely to be deceived thereby.

5        217. In fact, Plaintiff Rubin and the Honest Natural Products Class  
6 Members relied upon Defendant's representations on labels and in advertisements  
7 to their detriment and paid a higher price for Honest Natural Products than they  
8 would have paid for products that are not natural.

9        218. In fact, Plaintiffs Michael, Rubin, Hembree, and Lung, and the  
10 Honest Sunscreen Class Members relied upon Defendant's representations on  
11 labels and in advertisements to their detriment and paid for ineffective products  
12 they would not have purchased but for Defendant's untrue and/or misleading  
13 statements.

14        219. Defendant's conduct, Plaintiff is ongoing and the unless restrained,  
15 likely to recur.

16        220. Plaintiffs and each Class are Member has been injured in fact,  
17 and has lost money or property, and each is entitled to restitution and an order for  
18 the disgorgement of the funds by which Defendant was unjustly enriched injunctive relief.

19  
20                    **COUNT III**

21        221. Defendant should be required to pay damages and/or make restitution  
22 to Plaintiffs and the members of the Classes and pay for Plaintiffs' in an amount to  
23 be determined by this Court but at least \$5,000,000 in the aggregate, as well as  
24 Plaintiffs' and the Class members' attorneys' fees.

25                    **FOURTH CLAIM FOR RELIEF**

26                    **BREACH OF EXPRESS WARRANTY**

27                    ~~(California Commercial Code § 2313)~~

28        ~~36. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.~~  
**CLASS ACTION COMPLAINT** — 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
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37. ~~Plaintiff brings this claim on behalf of himself and the proposed Class.~~

222. Plaintiffs hereby incorporate by reference the allegations contained in this First Amended Complaint.

~~27.~~223. As set forth hereinabove, Defendant made representations to ~~Plaintiff~~Plaintiffs and ~~the Class~~ members of the Classes that, among other things, Honest Sunscreen provides “broad spectrum SPF 30” sun protection and that it is “super safe and super effective” and that it provides the “best broad spectrum protection for your family—,” and Honest Natural Products are “natural.”

224. The representations set forth herein as to the Natural Products and the Sunscreen constitute express warranties.

~~28.~~225. These promises became part of the basis of the bargain between the parties and thus constituted express warranties.

226. Plaintiffs and the Class Members reasonably relied on these promises.

~~29.~~227. On the basis of these express warranties, Defendant sold and ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members purchased Honest Sunscreen, and Defendant sold and Plaintiffs and the Honest Natural Products Class Members purchased the Honest Natural Products.

~~30.~~228. Honest Sunscreen did not offer the promised sun protection and therefore Defendant breached its express warranties. As a result of Defendant’s breach, ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members did not receive goods as warranted by Defendant.

229. The Honest Natural Products contained unnatural ingredients and therefore Defendant breached its express warranties. As a result, Plaintiffs and the Honest Natural Products Class Members did not receive goods as warranted by Defendant.

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1           ~~31.~~230. Privity exists because Defendant expressly warranted to  
2 ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members that Honest  
3 Sunscreen would provide SPF 30 sun protection on its labeling, which labeling  
4 was reviewed and relied upon by ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class  
5 ~~members~~Members.

6           ~~38.~~ Plaintiff and the Class members reasonably relied on Defendant's statements  
7 regarding Honest Sunscreen's sun protection characteristics.

8  
9           231. Privity exists because Defendant expressly warranted to Plaintiffs and  
10 the Honest Natural Products Class Members that the Honest Natural Products did  
11 not contain natural products, including on the labeling of Honest Hand Soap,  
12 which labeling was reviewed and relied upon by Plaintiffs and the Honest Natural  
13 Products Class Members.

14           ~~32.~~232. As a proximate result of Defendant's ~~breach~~breaches of  
15 warranty, ~~Plaintiff~~Plaintiffs and ~~the Class members~~ of the Classes have been  
16 damaged in an amount to be determined at trial.

17           **COUNT IV**

18           **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

19           **FIFTH CLAIM FOR RELIEF**

20           **Breach Of Implied Warranty Of Merchantability**

21           **(California Commercial Code § 2314)**

22           ~~39.~~ Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

23  
24           233. Plaintiff Plaintiffs hereby incorporate by reference the allegations  
25 contained in this First Amended Complaint.

26           ~~33.~~234. Plaintiffs brings this claim on behalf of ~~himself~~themselves and  
27 the proposed Honest Sunscreen Class. \_\_\_\_\_

28           ~~CLASS ACTION COMPLAINT~~ — 1 468359

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1       ~~34.~~235. As set forth hereinabove, Defendant made representations to  
2 Plaintiff~~Plaintiffs~~ and the Honest Sunscreen Class ~~members~~Members that, among  
3 other things, Honest Sunscreen provides “broad spectrum SPF 30” sun protection  
4 and that it is “super safe and super effective” and that it provides the “best broad  
5 spectrum protection for your family.”

6       ~~35.~~236. Defendant was a merchant with respect to goods of this kind  
7 which were sold to Plaintiff and the Honest Sunscreen Class ~~members~~Members,  
8 and there was in the sale to Plaintiff~~Plaintiffs~~ and the Honest Sunscreen Class an  
9 implied warranty that those goods were merchantable.

10       ~~36.~~237. Defendant breached the implied warranty of merchantability  
11 when it sold Plaintiff~~Plaintiffs~~ and the Honest Sunscreen Class ~~members~~Members  
12 Honest Sunscreen that, among other things, did not conform to the promises or  
13 affirmations of fact made on its labels.

14       ~~37.~~238. Privity exists as Defendant directly marketed Honest Sunscreen  
15 to Plaintiff~~Plaintiffs~~ and the Honest Sunscreen Class ~~members~~Members through its  
16 product labeling.

17       ~~38.~~239. As a result of Defendant’s conduct, Plaintiff~~Plaintiffs~~ and the  
18 Honest Sunscreen Class ~~members~~Members did not receive goods as impliedly  
19 warranted by Defendant to be merchantable.

20       ~~39.~~240. As a proximate result of this breach of warranty by Defendant,  
21 Plaintiff~~Plaintiffs~~ and the Honest Sunscreen Class ~~members~~Members have been  
22 damaged in an amount to be determined at trial.

23  
24                                   **COUNT V**

25                                   **NEGLIGENT MISREPRESENTATION**

26       40.—~~Plaintiff realleges the foregoing paragraphs as is fully set forth herein.~~

27       41.—~~Plaintiff brings this claim on behalf of himself and the proposed Class.~~

28  
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**SIXTH CLAIM FOR RELIEF**

**Negligent Misrepresentation**

241. Plaintiffs hereby incorporate by reference the allegations contained in this First Amended Complaint.

~~40.~~242. Defendant had a duty to disclose to ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members Honest Sunscreen's actual quality and characteristics.

~~41.~~243. Defendant negligently and/or carelessly misrepresented, omitted and concealed from consumers material facts relating to Honest Sunscreen's quality and characteristics including but not limited to its SPF factor and other sun protection characteristics.

~~42.~~244. ~~These~~Defendant's misrepresentations and omissions were material and concerned the specific characteristics and quality of Honest Sunscreen a reasonable consumer would consider in purchasing sunscreen.

~~43.~~245. Defendant made such false and misleading statements and omissions on its website and product labeling, and in its advertisements and warranties, with the intention of inducing ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members to purchase Honest Sunscreen.

~~44.~~246. As a result of Defendant's misstatements, it was under a duty to disclose facts necessary to correct those misstatements. Further, Defendant was in a better position to discover the misrepresentations than ~~Plaintiff~~Plaintiffs because Defendant controlled its own design, manufacturing, testing, and marketing processes.

~~45.~~247. At the time it made the representations, Defendant knew, or by the exercise of reasonable care should have known, that the statements were false and that Honest Sunscreen suffered from the defects detailed above.

~~CLASS ACTION COMPLAINT~~ — 1 468359

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46.248. Defendant made such claims about Honest Sunscreen with the intent to induce PlaintiffPlaintiffs and Honest Sunscreen Class membersMembers to purchase Honest Sunscreen.

47-249. ~~Plaintiff~~Plaintiffs and Honest Sunscreen Class ~~members~~Members justifiably relied upon Defendant's misrepresentations about Honest Sunscreen's quality and characteristics. ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members were unaware of the falsity of Defendant's misrepresentations and omissions and, as a result, justifiably relied on them in deciding to purchase Honest Sunscreen. Had ~~Plaintiff~~Plaintiffs and the Honest Sunscreen Class ~~members~~Members been aware of the true nature and quality of Honest Sunscreen, they would not have purchased ~~it~~the product.

48-250. As a direct and proximate result of Defendant's misrepresentations and omissions of material fact, PlaintiffPlaintiffs and the Honest Sunscreen Class membersMembers have suffered and will continue to suffer damages and losses as alleged herein in an amount to be determined at trial.

~~COUNT VI~~

## UNJUST ENRICHMENT

~~42. Plaintiff realleges the foregoing paragraphs as if fully set forth herein.~~

~~43. Plaintiff brings this claim on behalf of himself and the proposed Class.~~

~~To the detriment of Plaintiff and the Class Members,~~ **SEVENTH CLAIM FOR**

# RELIEF

## Quasi-Contract (Money Had And Received)

251. Plaintiffs hereby incorporate by reference the allegations contained in  
this First Amended Complaint.

~~CLASS ACTION COMPLAINT~~ — 1 468350

1 44. Defendant ~~has been and continues to be unjustly enriched as~~retained a result  
2 ~~of the unlawful and/or wrongful acts described herein, and continues to so benefit to the~~  
3 ~~detriment and~~ at the expense of Plaintiff Plaintiffs and the ~~Class~~ members.

4  
5 49:252. Defendant ~~has benefitted~~ of the Classes in the form of substantial  
6 revenues and payments from ~~its unlawful acts and it would be inequitable for Defendant to~~  
7 ~~be permitted to retain any of the ill gotten gains resulting from the unlawful or wrongful acts~~  
8 ~~described herein~~ Plaintiffs and the members of the Classes for the Honest Products  
9 and from Defendant's conduct in misrepresenting the Honest Products in labels  
10 and advertisements.

11  
12 253. Based on the mistake, Plaintiffs and the members of the Classes paid  
13 for the Honest Products.

14 254. It would be unjust and inequitable for Defendant to retain the benefits  
15 it received and continues to receive from Plaintiff Rubin and the Honest Natural  
16 Products Class Members for the premiums they paid in exchange for products  
17 Defendant falsely represented as "natural," absent full repayment to Plaintiff  
18 Rubin and the Honest Natural Products Class Members who purchased the Honest  
19 Natural Products.

20 255. It would be unjust and inequitable for Defendant to retain the benefits  
21 Defendant received and continues to receive from Plaintiffs Rubin, Michael,  
22 Hembree, and Lung, and the Honest Sunscreen Class Members, absent full  
23 repayment to the Plaintiffs and the Sunscreen Class Members who purchased  
24 Honest Sunscreen.

25 256. Plaintiffs seek restitution on all of the inequitable payments and  
26 profits Defendant retained from Plaintiffs and the members of the Classes in an  
27 amount to be determined by this Court but at least \$5,000,000.  
28

~~CLASS ACTION COMPLAINT~~ — 1 468359

FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest  
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**PRAYER FOR RELIEF**

WHEREFORE, ~~Plaintiff prays~~Plaintiffs, on behalf of themselves and the  
Classes, pray for judgment with respect to his Complaint:

A. An order certifying the Classes and appointing Plaintiffs as  
follows: the representatives of the Classes, and appointing counsel of record for  
Plaintiffs as counsel for the Classes;

~~1. — Certifying the Class as defined herein;~~

~~Award~~ B. Declaratory and injunctive relief as permitted by law or equity,  
including enjoining Defendant from continuing the unlawful practices described  
herein, and directing Defendant to identify, with Court supervision, victims of the  
misconduct and pay them restitution and disgorgement of all profits and unjust  
enrichment Defendant acquired by means of any business practice declared by this  
Court to be unlawful, unfair, and fraudulent;

C. An Order for Defendant to engage in a corrective advertising  
campaign;

D. Actual damages, including ~~compensatory, exemplary, and statutory~~  
damages to Plaintiff and all under CLRA § 1780(a)(1), in an amount to be  
determined by this Court but at least \$5,000,000;

E. Restitution, disgorgement, and/or constructive trust on all of the  
inequitable payments and profits Defendant retained from Plaintiffs and the  
members of the ~~Class~~ Classes, including under CLRA § 1780(a)(2), in an amount  
to be determined by this Court but at least \$5,000,000;

~~2. — Award Plaintiff and the Class actual~~ F. Punitive damages sustained;

~~Grant restitution to Plaintiff and members of the Class and require~~under  
CLRA § 1780(a)(4) and because Defendant to disgorge its ill-gotten gains has  
engaged in fraud, malice or oppression;

~~3. — Award injunctive and declaratory relief, as claimed herein;~~

~~CLASS ACTION COMPLAINT — 1~~ 468359

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4. ~~—— Award Plaintiff and the Class punitive damages;~~

~~Award Plaintiff and the Class their reasonable attorneys' fees and reimbursement of all~~, G. Attorneys' fees and reimbursement of all, per Cal. Civil Code 1780(d) and California Code of Civil Procedure § 1201.5;

H. Expenses and costs for the prosecution of this action; and

~~Award such~~ I. Pre-judgment and post-judgment interest; and

J. Such other and further relief as this the Court deems may deem just and appropriate. proper, including under CLRA § 1780(a)(5).

#### **~~DEMAND FOR JURY TRIAL~~**

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

Dated: January 8, 2015

By /s/ Nicholas A. Carlin

Nicholas A. Carlin

Conor H. Kennedy

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**~~CLASS ACTION COMPLAINT~~** — 1 468359

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1 Dated: September 7, 2015

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

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19 **ATTORNEYS FOR PLAINTIFF**

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**CLASS ACTION COMPLAINT** — 1 468359

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**JURY DEMAND**

Plaintiffs hereby demand a jury trial on all issues so triable.

Dated: January 8, 2015

By: /s/ Nicholas A. Carlin  
Nicholas A. Carlin

**ATTESTATION**

I, Nicholas A. Carlin, am the ECF user whose identification and password is  
being used to file the instant document. I hereby attest that all counsel whose  
electronic signatures appear above provided their authority and concurrence to file  
this document.

/s/ Nicholas A. Carlin  
Nicholas A. Carlin

**CLASS ACTION COMPLAINT** — 1 468359

**FIRST AMENDED CLASS ACTION COMPLAINT – Michael v. The Honest**  
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