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

MARIO ALIANO and ALAN KLARIK,

individually, and on behalf of all others

similarly situated,

Plaintiffs,

vs.

THE HONEST COMPANY, INC.

Defendant.

) Case No.

)

) **CLASS ACTION COMPLAINT FOR:**

) 1. Violation of the California Consumer
) Legal Remedies Act;

) 2. Violation of the California Unfair
) Competition Law;

) 3. Violation of the California False
) Advertising Law;

) 4. Violation of the Illinois Consumer Fraud
) and Deceptive Trade Practices Act;

) 5. Violation of the Consumer Fraud and
) Deceptive Trade Practices Acts of the
) Various States and District of Columbia;

) 6. Common Law Fraud;

) 7. Fraudulent Misrepresentation;

) 8. Violation of the Song-Beverly Consumer
) Warranty Act;

) 9. Breach of Express Warranty; and

) 10. Unjust Enrichment.

DEMAND FOR JURY TRIAL

1 **CLASS ACTION COMPLAINT**

2 Plaintiffs MARIO ALIANO (“Aliano”) and ALAN KLARIK (“Klarik”),
3
4 individually, and on behalf of all others similarly situated, by and through
5
6 counsel, bring this Class Action Complaint (“Complaint”) against Defendant
7
8 THE HONEST COMPANY, INC. (“Defendant” or “Honest Company”), as
9
10 follows:

11 **INTRODUCTION**

12 1. Plaintiffs bring this suit individually and on behalf of a Class of
13
14 similarly situated individuals who purchased Honest Company Laundry Detergent,
15
16 Honest Company Dish Soap, and/or Honest Company Multi-Surface Cleaner
17
18 (collectively, “Honest Products”).

19 2. This case arises out of Defendant’s misrepresentations that Honest
20
21 Products do not contain sodium lauryl sulfate (“SLS”), a harsh chemical found in
22
23 many cleaning supply products. Defendant’s marketing materials for Honest
24
25 Products, including Defendant’s website and the labels of certain products,
26
27 represent that Honest Products are “Honestly FREE of” SLS and are safer for
28
29 human skin than other cleaning products that contain SLS.

30 3. Honest Products are manufactured by using the chemical sodium
31
32 cocoa sulfate (“SCS”). Defendant misrepresents to consumers that cleaning
33
34 products made with SCS are a “gentler alternative” to those made with SLS, when,

1 in fact, SLS is a major *component* of SCS. Honest Products manufactured with
2 SCS, therefore, necessarily contain SLS.
3

4 4. By misrepresenting the key ingredients in its products, Defendant
5 engaged, and still engages in, business practices that are unlawful, unfair, and
6 deceptive because consumers reasonably rely on Defendant's material
7 misrepresentations to their detriment.
8

9 5. Plaintiffs, individually and on behalf of the proposed class, seek
10 restitution and other equitable, injunctive, declaratory, and monetary relief, as set
11 forth below.
12

13 **PARTIES**

14 6. Plaintiff Aliano is a natural person and resident and citizen of Illinois.
15

16 7. Plaintiff Klarik is a natural person and resident and citizen of
17 California.
18

19 8. Defendant THE HONEST COMPANY is a Delaware corporation with
20 its principal place of business in Santa Monica, California, that does business
21 nationwide, including in the states of California and Illinois.
22

23 **JURISDICTION AND VENUE**

24 9. Jurisdiction over Defendant is proper because it conducts business
25 within this District. Defendant's principle place of business is in this District.
26
27
28

1 **intentionally harm skin,”** and “[w]idespread concern over the past few years
2 compelled many companies to look for a gentler alternative.”⁵
3

4 14. Due to the risk of skin irritation or other harm, consumers value
5 laundry detergent, dish soap, surface cleaners, and other cleaning products that do
6 not contain SLS, more than other cleaning supplies that contain SLS or other
7 potentially harmful chemicals.
8

9 15. Therefore, products that do not contain any SLS or other harsh
10 chemicals are worth more than comparable cleaning products that contain SLS.
11

12 16. Consumers rely on the representations of cleaning supply products
13 regarding whether or not those products contain SLS. The absence of SLS has a
14 material bearing on a consumer’s decision to buy cleaning supply products, such as
15 Honest Products, that represent that they do not contain SLS or other potentially-
16 harmful chemicals.
17
18

19 ***The Chemical SCS***
20

21 17. SCS is made from palm and coconut oil, and it is a mixture of various
22 chemicals, including SLS.⁶ SLS is a major component of SCS.⁷ SLS can make up
23 to 66%, or even a greater percentage, of SCS.⁸
24

25
26
27 ⁵ See *id.* (emphasis in original).

28 ⁶ See <http://www.wsj.com/articles/laundry-detergent-from-jessica-albas-honest-co-contains-ingredient-it-pledged-to-avoid-1457647350>.

⁷ See <http://www.hebebotanicals.co.nz/sodium-coco-sulfate-another-synthetic-detergent/>.

⁸ See *id.*

1 18. Because SLS is a major component of SCS, cleaning products that are
2 made with SCS, such as Honest Products, have the same potential health and safety
3 concerns as products that are made with SLS.⁹ Scientists insist that using SCS in
4 place of SLS in the manufacture of household products “is just another way to hide
5 SLS in formulations with yet another name. Both sodium coco sulfate and SLS are
6 synthetic detergents and should never be part of any natural cleanser.”¹⁰
7
8

9 19. As a result, cleaning products made with SCS, including Honest
10 Products, contain SLS and are no safer for human skin than other cleaning
11 products that contain SLS. Representing that cleaning products that contain SCS
12 are “free” of SLS is false, misleading, and scientifically indefensible.
13
14

15 ***Defendant’s Deceptive Misrepresentations***
16

17 20. Despite the fact that Honest Products are made with SCS, and
18 therefore necessarily contain SLS, Defendant misrepresents to consumers that
19 Honest Products do not contain SLS and are safer for human skin than other
20 cleaning products that contain SLS.
21

22 21. Defendant represents, “We are serious about being honest stewards of
23 the natural environment and protectors of the (little) people. Therefore, we seek to
24 inspire new solutions, reduce our collective impact, cause no unnecessary harm,
25
26
27

28 ⁹ *See id.*

¹⁰ *See id.*

1 and make products that are as non-toxic and healthy as possible.”¹¹ By
2 representing itself in such a manner, Defendant markets Honest Products to
3 consumers who value products that are eco-friendly, safer for human contact, or are
4 otherwise less harmful to those who interact with them.
5

6
7 22. Defendant represents that its products come with an “Honestly Free
8 Guarantee,” which Defendant describes as “a core commitment we make to you
9 and your children. And, it’s another way for us to be Honest – educating,
10 empowering and inspiring people to make better choices for their health and
11 families. Providing clear, credible, transparent information. No smoke and
12 mirrors. No confusion.”¹²
13

14
15 23. The “Honestly FREE Guarantee” promises, “You can rest easy
16 knowing The Honest Company’s products are made without health-compromising
17 chemicals or compounds.”¹³
18

19
20 24. Defendant prints a butterfly symbol on the labels of all products to
21 signify the “Honestly FREE Guarantee,” under which Defendant provides a list of
22 all potentially harmful ingredients of which that product is “Honestly FREE”
23 and/or “Honestly Made Without.”
24

25 //

26
27
28 ¹¹ See <https://www.honest.com/about-us/our-principles>.

¹² See <https://www.honest.com/about-us/honestly-free-guarantee>.

¹³ See *id.*

1 34. The label on the back side of Honest Dish Soap contains the symbol
2 for Defendant's "Honestly Free Guarantee," and the label explicitly states,
3 "Honestly FREE of: SLS."
4

5 35. On Defendant's website, Defendant represents that Honest Dish Soap
6 contains "No harsh chemicals (ever!)" and is "safe." Honest Dish Soap's page on
7 Defendant's website includes an "Honestly Free Guarantee" section, under which
8 Defendant states that Honest Dish Soap is "made without: SLS."
9
10

11 36. Honest Dish Soap is manufactured using SCS,²⁰ and all three (3)
12 scents of Honest Dish Soap have SCS as an ingredient. Because SLS is a major
13 component of SCS, Honest Dish Soap contains SLS, contrary to Defendant's
14 representations.
15

16
17 *Honest Cleaner*

18 37. At all relevant times, Defendant was responsible for the packaging,
19 labeling, promotion, distribution, and sale of the Honest Company Multi-Surface
20 Cleaner product ("Honest Cleaner").
21

22 38. On Defendant's website, Defendant represents that Honest Cleaner is
23 "a naturally fresh way to safely clean and remove dirt and buildup," and Honest
24 Cleaner "contains no harsh chemicals (ever!)" and is "non-toxic for you and your
25 family." Honest Cleaner's page on Defendant's website includes an "Honestly
26
27

28

²⁰ "SODIUM COCO SULFATE (COCONUT-BASED CLEANSER)" is listed in the
"Ingredients" on Honest Dish Soap's label.

1 Free Guarantee” section, under which Defendant states that Honest Cleaner is
2 “made without: ...SLS.”
3

4 39. Honest Cleaner is manufactured using SCS.²¹ Because SLS is a major
5 component SCS, Honest Cleaner contains SLS, contrary to Defendant’s
6 representations.
7

8 ***Defendant’s Business Practices Are Unlawful and Unfair***

9
10 40. Defendant’s representations to consumers that cleaning supply
11 products made with SCS, including Honest Products, are a “gentler alternative” to
12 SLS – or are in any way less harmful for human skin than other cleaning supply
13 products that contain SLS – are grossly misleading because SLS, in fact, is a major
14 component of SCS. By making such misrepresentations, Defendant intentionally
15 deceived consumers so that consumers would purchase Honest Products, believing
16 that Honest Products do not contain SLS and are safer than other cleaning supply
17 products that do.
18
19
20

21 41. Defendant willfully misrepresented that its products do not contain
22 SLS knowing that consumers, including Plaintiffs and Class members, would
23 reasonably rely on Defendant’s misrepresentations, including those on Defendant’s
24 website and on the labels of Honest Detergent and Honest Dish Soap.
25

26 //

27 _____
28 ²¹ “SODIUM COCO SULFATE (COCONUT-BASED CLEANSER)” is listed in the
“Ingredients” on Honest Cleaner’s label.

1 42. Further, Defendant omits material facts to consumers, including the
2 fact that Honest Products contain SLS, that SLS is a major component of SCS, and
3 that Honest Products, which are made with SCS, are not safer for human skin than
4 other cleaning products that contain SLS. Defendant's omissions are substantially
5 unfair to consumers because consumers are grossly misled as to the ingredients and
6 safety of Honest Products without knowledge of the material facts that Defendant
7 has intentionally omitted.
8
9
10

11 43. Accordingly, consumers, including Plaintiffs and Class members, who
12 purchased Honest Products believing them to be SLS-free and less harmful than
13 cleaning products that contain SLS have been harmed because they overpaid for
14 the products and would not have purchased the Honest Products had they known
15 that the products contained SLS.
16
17

18 *Facts Relevant to Plaintiffs*

19 44. Plaintiff Aliano purchased Honest Products, including Honest
20 Detergent, Honest Dish Soap, and Honest Cleaner in the state of Illinois.
21

22 45. Plaintiff Klarik purchased Honest Products, including Honest
23 Detergent, Honest Dish Soap, and Honest Cleaner in the state of California in this
24 District.
25

26 //

27 //

1 46. Plaintiffs viewed and relied upon Defendant's foregoing
2 representations that Honest Products do not contain SLS and are safer for human
3 skin than other cleaning products that contain SLS, and Plaintiffs relied on
4 Defendant's failures to inform the public that the Honest Products contain SLS and
5 that Honest Products are not safer for human skin than other cleaning products that
6 contain SLS.
7
8

9 47. Because Plaintiffs were purchasing products that were labeled or
10 otherwise marketed and advertised as not containing SLS and being safer than
11 other cleaning products that contained SLS, they reasonably believed that Honest
12 Products, in fact, did not contain SLS and were safer for human skin than cleaning
13 products that contain SLS.
14
15

16 48. It was reasonable for Plaintiffs to rely on Defendant's representations
17 that Honest Products do not contain SLS and are safer for human skin than other
18 cleaning products that contain SLS, as well as Defendant's failure to inform the
19 public that the Honest Products contained SLS, in deciding to purchase the Honest
20 Products.
21
22

23 49. Based on Defendant's representations that Honest Products do not
24 contain SLS and that Honest Products are safer for human skin than other cleaning
25 products that contain SLS, and on Defendant's failure to inform the public that
26
27
28

1 Honest Products contain SLS, Plaintiffs paid a premium for Honest Products over
2 and above comparable products that do not claim to be SLS-free.
3

4 50. Had Plaintiffs known that Honest Products contain SLS and that
5 Honest Products are not safer for human skin than comparable cleaning products,
6 they would not have purchased Honest Products, or they would have paid
7 substantially less for them. As a result, Plaintiffs have suffered damages, including
8 the amount of money they paid to purchase Honest Products because they received
9 products that were worth less than what they paid.
10
11

12 51. In addition to monetary damages, Plaintiffs seek injunctive relief to
13 stop Defendant from engaging in unlawful, unfair, and deceptive business practices
14 by misrepresenting that Honest Products are SLS-free and safer for human skin
15 than other cleaning products that contain SLS.
16
17

18 CLASS ALLEGATIONS

19 52. **Class Definition:** Plaintiffs bring this action pursuant to Fed. R. Civ.
20 P. Rule 23, on behalf of a nationwide class of similarly situated individuals and
21 entities (“the Class”), defined as follows:
22

23
24 All persons in the United States who purchased Honest
25 Company Laundry Detergent, Honest Company Dish
26 Soap, and/or Honest Company Multi-Surface Cleaner.

27 Excluded from the Class are: (1) Defendant, Defendant’s agents,
28 subsidiaries, parents, successors, predecessors, and any entity in which Defendant
or its parents have a controlling interest, and those entities’ current and former
employees, officers, and directors; (2) the Judge to whom this case is assigned and

1 the Judge's immediate family; (3) any person who executes and files a timely
2 request for exclusion from the Class; (4) any persons who have had their claims in
3 this matter finally adjudicated and/or otherwise released; and (5) the legal
4 representatives, successors and assigns of any such excluded person.

5 53. Plaintiff MARIO ALIANO also brings this action pursuant to Fed. R.
6 Civ. P. Rule 23, on behalf of a subclass of similarly situated individuals and
7 entities ("the Illinois Subclass"), defined as follows:
8

9 All persons who purchased Honest Company Laundry
10 Detergent, Honest Company Dish Soap, and/or Honest
11 Company Multi-Surface Cleaner in the state of Illinois.

12 Excluded from the Illinois Subclass are: (1) Defendant, Defendant's agents,
13 subsidiaries, parents, successors, predecessors, and any entity in which Defendant
14 or its parents have a controlling interest, and those entities' current and former
15 employees, officers, and directors; (2) the Judge to whom this case is assigned and
16 the Judge's immediate family; (3) any person who executes and files a timely
17 request for exclusion from the Illinois Subclass; (4) any persons who have had
18 their claims in this matter finally adjudicated and/or otherwise released; and (5) the
19 legal representatives, successors and assigns of any such excluded person.

20 54. Plaintiff ALAN KLARIK also brings this action pursuant to Fed. R.
21 Civ. P. Rule 23, on behalf of a subclass of similarly situated individuals and
22 entities ("the California Subclass"), defined as follows:
23

24 All persons who purchased Honest Company Laundry
25 Detergent, Honest Company Dish Soap, and/or Honest
26 Company Multi-Surface Cleaner in the state of
27 California.

28 Excluded from the California Subclass are: (1) Defendant, Defendant's
agents, subsidiaries, parents, successors, predecessors, and any entity in which
Defendant or its parents have a controlling interest, and those entities' current and
former employees, officers, and directors; (2) the Judge to whom this case is
assigned and the Judge's immediate family; (3) any person who executes and files

1 a timely request for exclusion from the California Subclass; (4) any persons who
2 have had their claims in this matter finally adjudicated and/or otherwise released;
3 and (5) the legal representatives, successors and assigns of any such excluded
4 person.

5 **55. Numerosity:** The Class is so numerous that joinder of individual
6 members would be impracticable. Honest Company Products are sold online and
7 at Target and Costco retail stores nationwide.²² Defendant's product sales are so
8 widespread that The Honest Company is currently valued at over \$1.7 billion.²³
9 While the exact number of Class members is presently unknown and can only be
10 ascertained through discovery, Plaintiffs believe that there are thousands of Class
11 members, if not more.

12 **56. Ascertainability:** Class members can be easily identified through
13 Defendant's records or by other means. Upon information and belief, Defendant
14 has means by which it can identify customers who bought specific items.

15 **57. Commonality and Predominance:** There are several questions of
16 law and fact common to the claims of the Plaintiffs and members of the putative
17 Class, which predominate over any individual issues, including:
18

- 19 a. Whether Honest Products contain SLS;
20 b. Whether Defendant misrepresents that Honest Products do not
21 contain SLS;
22 c. Whether Defendant failed to inform consumers that Honest
23

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28 ²² See <http://www.wsj.com/articles/laundry-detergent-from-jessica-albas-honest-co-contains-ingredient-it-pledged-to-avoid-1457647350>.

²³ See <http://www.wsj.com/articles/jessica-albas-startup-honest-valued-at-1-7-billion-1439477917>.

1 Products contain SLS;

- 2 d. Whether SLS is a major component of SCS;
- 3 e. Whether Defendant failed to inform consumers that SLS is a
- 4 major component of SCS;
- 5 f. Whether Honest Products are safer for human skin than other
- 6 cleaning products that contain SLS;
- 7 g. Whether Defendant misrepresents that Honest Products are
- 8 safer for human skin than other cleaning products that contain
- 9 SLS;
- 10 h. Whether Defendant warranted to consumers that Honest
- 11 Products do not contain SLS;
- 12 i. Whether Defendant breached those warranties;
- 13 j. Whether Defendant's conduct violates the California Consumer
- 14 Legal Remedies Act;
- 15 k. Whether Defendant's conduct violates the California Unfair
- 16 Competition Law;
- 17 l. Whether Defendant's conduct violates the California False
- 18 Advertising Law;
- 19 m. Whether Defendant's conduct constitutes unfair or deceptive
- 20 business practices under the Illinois Consumer Fraud and
- 21 Deceptive Trade Practices Act;
- 22 n. Whether Defendant violated the Consumer Fraud and
- 23 Deceptive Trade Practices Acts of the fifty states and the
- 24 District of Columbia;
- 25 o. Whether Defendant's conduct constitutes common law fraud;
- 26 p. Whether Defendant's conduct constitutes fraudulent
- 27 misrepresentation;
- 28 q. Whether Defendant's conduct constitutes a breach of warranty
- under the Song-Beverly Consumer Warranty Act;

1 r. Whether Defendant's conduct resulted in Defendant unjustly
2 retaining a benefit to the detriment of Plaintiffs and Class
3 members, and violated the fundamental principles of justice,
4 equity, and good conscience.

5 58. **Typicality:** Plaintiffs' claims are typical of the claims of the proposed
6 Class. All claims are based on the same legal and factual issues, to wit:
7 Defendant's misrepresentations and omissions regarding whether Honest Products
8 contain SLS.
9

10 59. **Adequacy of Representation:** Plaintiffs will fairly and adequately
11 represent and protect the interests of the proposed Class. Plaintiffs do not have any
12 interests antagonistic to those of the proposed Class. Plaintiffs have retained
13 competent counsel experienced in the prosecution of this type of litigation. The
14 questions of law and fact common to the proposed Class members predominate
15 over any questions affecting only individual Class members.
16
17

18 60. **Superiority:** A class action is superior to other available methods for
19 the fair and efficient adjudication of this controversy. The expense and burden of
20 individual litigation would make it impracticable or impossible for proposed Class
21 members to prosecute their claims individually. Individual actions are not
22 economically feasible. The trial and the litigation of Plaintiffs' claims are
23 manageable.
24
25

26 61. Unless a class is certified, Defendant will retain monies received as a
27 result of its conduct that was wrongfully taken from Plaintiffs and Class members.
28

1 Unless an injunction is issued, Defendant will continue to commit the violations
2 alleged, and the members of the proposed Class and the general public will
3 continue to be misled.
4

5 62. Defendant has acted and refused to act on grounds generally
6 applicable to the proposed Class, making appropriate final injunctive relief with
7 respect to the proposed Class as a whole.
8

9
10 **COUNT I**
11 **(on Behalf of Plaintiffs, the Nationwide Class, and the California Subclass)**
12 **Violation of the California Consumers Legal Remedies Act**
13 **(Cal.Civ.Code §§ 1750, *et seq.*)**

14 63. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-62 with
15 the same force and effect as though fully set forth herein.

16 64. Cal.Civ.Code § 1770 makes unlawful “unfair methods of competition
17 and unfair or deceptive acts or practices undertaken by any person in a transaction
18 intended to result or which results in the sale or lease of goods.”
19

20 65. The Consumer Legal Remedies Act “shall be liberally construed and
21 applied to promote its underlying purposes, which are to protect consumers against
22 unfair and deceptive business practices and to provide efficient and economical
23 procedures to secure such protection.” Cal.Civ.Code § 1760.
24

25 66. Honest Products are “goods” as defined by Cal.Civ.Code § 1761(a).
26

27 67. Defendant is a “person” as defined by Cal.Civ.Code § 1761(c).
28

1 68. Plaintiffs and members of the Class are “consumers” as defined by
2 Cal.Civ.Code § 1761(d).
3

4 69. By manufacturing, marketing, and selling Honest Products out of its
5 headquarters in California, Defendant affects commerce and trade within the state
6 of California.
7

8 70. Cal.Civ.Code § 1770(a)(5) prevents persons from “[r]epresenting that
9 goods or services have sponsorship, approval, characteristics, ingredients, uses,
10 benefits, or quantities which they do not have[.]”
11

12 71. Defendant engaged, and still engages, in unfair or deceptive acts or
13 practices in violation of Cal.Civ.Code § 1770(a)(5) when, in labeling, marketing
14 and selling Honest Products, that Honest Products do not contain SLS, that SCS is
15 a “gentler alternative” to SLS, and that Honest Products are safer for human skin
16 than other cleaning products that contain SLS.
17
18

19 72. Defendant further engaged, and still engages, in unfair or deceptive
20 acts or practices in violation of Cal.Civ.Code § 1770(a)(5) by omitting material
21 facts regarding Honest Products, including the fact that Honest Products contain
22 SLS, that SLS is a major component of SCS, and that Honest Products are not safer
23 for human skin than other cleaning products that contain SLS.
24
25

26 //

27 //

1 73. Defendant intended, and still intends, that Plaintiffs and the members
2 of the Class rely upon Defendant's misrepresentations and omissions concerning
3 material characteristics and ingredients of Honest Products.
4

5 74. Defendant's misrepresentations and omissions possess the tendency or
6 capacity to mislead and create the likelihood of deception.
7

8 75. Defendant's actions, as set forth herein, are acts related to the
9 advertisement and sale of consumer merchandise, and constitute unfair and
10 deceptive trade practices in violation of Cal.Civ.Code § 1770.
11

12 76. Defendant's actions are unfair business practices because they offend
13 an established public policy and are immoral, unethical, oppressive, unscrupulous,
14 and substantially injurious to consumers.
15

16 77. Defendant intended that Plaintiffs and Class members rely on the false
17 statements, misrepresentations, and omissions of material facts in purchasing
18 Honest Products.
19

20 78. Plaintiffs and Class members reasonably relied on Defendant's
21 misrepresentations and omissions when they purchased Honest Products.
22

23 79. Acting as reasonable consumers, had Plaintiffs and Class members
24 been aware of the true facts regarding Honest Products, they would have declined
25 to purchase Honest Products, or they would have paid less for them.
26
27
28

1 80. As such, Plaintiffs and Class members suffered injuries in fact—*i.e.*,
2 the loss of the money that they paid for Honest Products which, in fact, contain
3 SLS in direct contradiction to the Defendant’s representations.
4

5 81. Plaintiffs and Class members could not have reasonably avoided the
6 injuries suffered by purchasing Honest Products because it was reasonable for
7 Plaintiffs and Class members to rely on Defendant’s misrepresentations and
8 omissions.
9
10

11 82. The injury suffered by consumers as a result of Defendant’s unfair
12 and deceptive trade practices is substantial because consumers unknowingly paid
13 for Honest Products believing that the products did not contain SLS and were safer
14 for human skin than other cleaning products that contain SLS when, in fact, Honest
15 Products contain SLS.
16
17

18 83. As a direct and proximate result of Defendant’s unfair and deceptive
19 acts or practices, Plaintiffs and members of the Class suffered damages by
20 purchasing Honest Products because they would not have purchased the Honest
21 Products, or they would have paid substantially less for them, had they known the
22 truth, and they received products that were worth less than what they paid.
23
24

25 84. Due to Defendant’s misrepresentations and omissions described
26 above, Plaintiffs, individually, and on behalf of the Class, seek injunctive relief,
27 pursuant to Cal.Civ.Code §1780(a)(2). Plaintiffs seek an order: (1) requiring
28

1 Defendant cease the deceptive and unfair practices described herein; (2) requiring
2 Defendant to remove the false and misleading representations from Honest
3 Products' labels and marketing materials; and (3) requiring Defendant to disclose
4 that Honest Products contain SLS, that SLS is a major component of SCS, and that
5 Honest Products are not safer for human skin than other cleaning products that
6 contain SLS.
7
8

9
10 85. On April 7, 2016, Plaintiffs sent notice to Defendant of its violations
11 of Cal.Civ.Code § 1770 in accordance with Cal.Civ.Code § 1782. If Defendant
12 fails to make the demanded corrections within thirty (30) days of receipt of
13 Plaintiffs' notice, Plaintiffs will amend this Count in the Complaint and seek
14 restitution damages, actual damages, and punitive damages in this Count.
15

16
17 86. Plaintiffs seek the recovery of court costs and attorneys' fees pursuant
18 to Cal.Civ.Code § 1780(e) and § 1021.5, as they are prosecuting this action for the
19 important rights affecting the public interest.
20

21 87. The injuries to Plaintiffs and the members of the Class were caused by
22 Defendant's conduct in disseminating false and misleading advertising that
23 originated in the state of California, including the misrepresentations on Honest
24 Products' labels, Defendant's website, and other advertising and marketing
25 materials described herein. All of the marketing, advertising, labeling, and other
26 promotional activities were coordinated at, emanate from, and are developed at
27
28

1 Defendant's California headquarters. All critical decisions regarding Defendant's
2 representations regarding Honest Products were made in California.
3

4 88. When Plaintiffs and the members of the Class purchased Honest
5 Products, those payments were processed and the money was sent to Defendant's
6 headquarters in California.
7

8 89. Pursuant to § 1780(d) of the CLRA, attached hereto as Exhibit A is
9 the affidavit of Plaintiff Klarik showing that this action has been commenced in the
10 proper forum.
11

12 90. In the alternative, to the extent that the Court limits the nationwide
13 application of California law, Plaintiff ALAN KLARIK brings this count
14 individually, and on behalf of the California Subclass, based on the allegations set
15 forth above.
16
17

18 **COUNT II**
19 **(on Behalf of Plaintiffs, the Nationwide Class, and the California Subclass)**
20 **Violation of the California Unfair Competition Law**
21 **(Cal.Bus. & Prof.Code §§ 17200, *et seq.*)**

22 91. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-62 with
23 the same force and effect as though fully set forth herein.

24 92. Cal.Bus. & Prof.Code § 17200 makes unlawful any “unfair or
25 fraudulent business act or practice” and “unfair, deceptive, untrue, or misleading
26 advertising[.]”
27

28 93. Defendant is a “person” as defined by Cal.Bus. & Prof.Code § 17201.

1 94. As set forth above, Defendant’s labeling, marketing, and selling of
2 Honest Products affects commerce and trade within the State of California.

3
4 95. Defendant violated, and continues to violate, Cal.Bus. & Prof.Code §§
5 17200, *et seq.* when, in labeling, marketing, and selling Honest Products,
6 Defendant misrepresents that Honest Products do not contain SLS, that SCS is a
7 “gentler alternative” to SLS, and that Honest Products are safer for human skin
8 than other cleaning products that contain SLS.
9
10

11 96. Defendant further violated, and continues to violate, Cal.Bus. &
12 Prof.Code §§ 17200, *et seq.* when, in labeling, marketing, and selling Honest
13 Products, Defendant omits material facts from consumers, including the fact that
14 Honest Products contain SLS, that SLS is a major component of SCS, and that
15 Honest Products are not safer for human skin than other cleaning products that
16 contain SLS.
17
18

19 97. Defendant intended, and still intends, that Plaintiffs and the members
20 of the Class rely upon Defendant’s aforementioned misrepresentations and
21 omissions.
22

23 98. Defendant’s misrepresentations and omissions possess the tendency
24 or capacity to mislead and create the likelihood of deception.
25
26
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28

1 99. Defendant's actions, as set forth herein, are acts related to the
2 advertisement and sale of consumer merchandise, and constitute unfair and
3 deceptive trade practices in violation of Cal.Bus. & Prof.Code § 17200.
4

5 100. Defendant's actions are unfair business practices because they offend
6 an established public policy and are immoral, unethical, oppressive, unscrupulous,
7 and substantially injurious to consumers, as set forth herein.
8

9 101. Defendant intended that Plaintiffs and Class members rely on the false
10 statements, misrepresentations, and omissions of material facts in purchasing
11 Honest Products.
12

13 102. Plaintiffs and Class members reasonably relied on Defendant's
14 misrepresentations and omissions when they purchased Honest Products.
15

16 103. Acting as reasonable consumers, had Plaintiffs and Class members
17 been aware of the true facts regarding Honest Products, they would have declined
18 to purchase Honest Products, or they would have paid less for them.
19

20 104. As such, Plaintiffs and Class members suffered injuries in fact—*i.e.*,
21 the loss of the money that they paid for Honest Products which, in fact, contain
22 SLS in direct contradiction to the Defendant's representations.
23

24 105. Plaintiffs and Class members could not have reasonably avoided the
25 injuries suffered by purchasing Honest Products because it was reasonable for
26
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1 Plaintiffs and Class members to rely on Defendant's misrepresentations and
2 omissions.
3

4 106. The injury suffered by consumers as a result of Defendant's unfair
5 and deceptive trade practices is substantial because consumers unknowingly paid
6 for Honest Products believing that the products did not contain SLS and were safer
7 for human skin than other cleaning products that contain SLS when, in fact, Honest
8 Products contain SLS.
9
10

11 107. The substantial injury to consumers outweighs any benefit to
12 consumers or competition that may result from Defendant's misrepresentations and
13 omissions regarding its Honest Products.
14

15 108. As a direct and proximate result of Defendant's unfair and deceptive
16 acts or practices, Plaintiffs and members of the Class suffered damages by
17 purchasing Honest Products because they would not have purchased the Honest
18 Products, or they would have paid substantially less for them, had they known the
19 truth, and they received products that were worth less than what they paid.
20
21

22 109. Due to Defendant's misrepresentations and omissions described
23 above, Plaintiffs, individually, and on behalf of the Class, seek injunctive relief,
24 pursuant to Cal.Civ.Code § 17203. Plaintiffs seek an order: (1) requiring
25 Defendant cease the deceptive and unfair practices described herein; (2) requiring
26 Defendant to remove the false and misleading representations from Honest
27
28

1 Products' labels and marketing materials; and (3) requiring Defendant to disclose
2 that Honest Products contain SLS, that SLS is a major component of SCS, and that
3 Honest Products are not safer for human skin than other cleaning products that
4 contain SLS.
5

6
7 110. Plaintiffs seek the recovery of court costs and attorneys' fees pursuant
8 to Cal.Civ.Code § 1780(e) and § 1021.5, as they are prosecuting this action for the
9 important rights affecting the public interest.
10

11 111. The injuries to Plaintiffs and the members of the Class were caused by
12 Defendant's conduct in disseminating false and misleading advertising that
13 originated in the state of California, including the misrepresentations on Honest
14 Products' labels, Defendant's website, and other advertising and marketing
15 materials described herein. All of the marketing, advertising, labeling, and other
16 promotional activities were coordinated at, emanate from, and are developed at
17 Defendant's California headquarters. All critical decisions regarding Defendant's
18 representations regarding Honest Products were made in California.
19
20
21

22 112. When Plaintiffs and the members of the Class purchased Honest
23 Products, those payments were processed and the money was sent to Defendant's
24 headquarters in California.
25

26 113. In the alternative, to the extent that the Court limits the nationwide
27 application of California law, Plaintiff ALAN KLARIK brings this count
28

1 individually, and on behalf of the California Subclass, based on the allegations set
2 forth above.

3
4 **COUNT III**
5 **(on Behalf of Plaintiffs, the Nationwide Class, and the California Subclass)**
6 **Violation of the California False Advertising Law**
7 **(Cal.Bus. & Prof.Code §§ 17500, *et seq.*)**

8 114. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-62 with
9 the same force and effect as though fully set forth herein.

10 115. Cal.Bus. & Prof.Code § 17500 makes unlawful false or misleading
11 statements made in the advertisement of property for sale.

12 116. Defendant is a “person” as defined by Cal.Bus. & Prof.Code § 17506.

13 117. As set forth above, Defendant’s labeling, marketing, and selling of
14 Honest Products affects commerce and trade within the State of California.

15 118. Defendant violated, and continues to violate, Cal.Bus. & Prof.Code §
16 17500 when, in labeling, marketing, and selling Honest Products, Defendant
17 misrepresents that Honest Products do not contain SLS, that SCS is a “gentler
18 alternative” to SLS, and that Honest Products are safer for human skin than other
19 cleaning products that contain SLS.

20 119. Defendant further violated, and continues to violate Cal.Bus. &
21 Prof.Code § 17500 when, in labeling, marketing, and selling Honest Products,
22 Defendant omits material facts from consumers, including the fact that Honest
23 Products contain SLS, that SLS is a major component of SCS, and that Honest
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1 Products are not safer for human skin than other cleaning products that contain
2 SLS.
3

4 120. Defendant intended, and still intends, that Plaintiffs and the members
5 of the Class rely upon Defendant's aforementioned misrepresentations and
6 omissions.
7

8 121. Defendant's misrepresentations and omissions possessed the tendency
9 or capacity to mislead and create the likelihood of deception.
10

11 122. Defendant's actions, as set forth herein, are acts related to the
12 advertisement and sale of consumer merchandise, and constitute unfair and
13 deceptive trade practices in violation of Cal.Bus. & Prof.Code § 17500.
14

15 123. Defendant's actions are unfair business practices because they offend
16 an established public policy and are immoral, unethical, oppressive, unscrupulous,
17 and substantially injurious to consumers, as set forth herein.
18

19 124. Acting as reasonable consumers, had Plaintiffs and Class members
20 been aware of the true facts regarding Honest Products, they would have declined
21 to purchase Honest Products, or they would have paid less for them.
22

23 125. As such, Plaintiffs and Class members suffered injuries in fact—*i.e.*,
24 the loss of the money that they paid for Honest Products which, in fact, contain
25 SLS in direct contradiction to the Defendant's representations.
26
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1 126. Plaintiffs and Class members could not have reasonably avoided the
2 injuries suffered by purchasing Honest Products because it was reasonable for
3 Plaintiffs and Class members to rely on Defendant's misrepresentations and
4 omissions.
5

6
7 127. The injury suffered by consumers as a result of Defendant's unfair
8 and deceptive trade practices is substantial because consumers unknowingly paid
9 for Honest Products believing that the products did not contain SLS and were safer
10 for human skin than other cleaning products that contain SLS when, in fact, Honest
11 Products contain SLS.
12

13
14 128. The substantial injury to consumers outweighs any benefit to
15 consumers or competition that may result from Defendant's misrepresentations and
16 omissions regarding its Honest Products.
17

18 129. As a direct and proximate result of Defendant's unfair and deceptive
19 acts or practices, Plaintiffs and members of the Class suffered damages by
20 purchasing Honest Products because they would not have purchased the Honest
21 Products, or they would have paid substantially less for them, had they known the
22 truth, and they received products that were worth less than what they paid.
23
24

25 130. Due to Defendant's misrepresentations and omissions described
26 above, Plaintiffs, individually, and on behalf of the Class, also seek injunctive
27 relief, pursuant to Cal.Bus. & Prof.Code § 17535. Plaintiffs seek an order: (1)
28

1 requiring Defendant cease the deceptive and unfair practices described herein; (2)
2 requiring Defendant to remove the false and misleading representations from
3 Honest Products' labels and marketing materials; and (3) requiring Defendant to
4 disclose that Honest Products contain SLS, that SLS is a major component of SCS,
5 and that Honest Products are not safer for human skin than other cleaning products
6 that contain SLS.
7

8
9
10 131. Plaintiffs seek the recovery of court costs and attorneys' fees pursuant
11 to Cal.Civ.Code § 1780(e) and § 1021.5, as they are prosecuting this action for the
12 important rights affecting the public interest.
13

14 132. The injuries to Plaintiffs and the members of the Class were caused by
15 Defendant's conduct in disseminating false and misleading advertising that
16 originated in the state of California, including the misrepresentations on Honest
17 Products' labels, Defendant's website, and other advertising and marketing
18 materials described herein. All of the marketing, advertising, labeling, and other
19 promotional activities were coordinated at, emanate from, and are developed at
20 Defendant's California headquarters. All critical decisions regarding Defendant's
21 representations regarding Honest Products were made in California.
22
23

24
25 133. When Plaintiffs and the members of the Class purchased Honest
26 Products, those payments were processed and the money was sent to Defendant's
27 headquarters in California.
28

1 134. In the alternative, to the extent that the Court limits the nationwide
2 application of California law, Plaintiff ALAN KLARIK brings this count
3 individually, and on behalf of the California Subclass, based on the allegations set
4 forth above.
5

6
7 **COUNT IV**
8 **(on Behalf of Plaintiff Aliano and the Illinois Subclass)**
9 **Violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act**
10 **(815 CS 505/1, *et seq.*)**

11 135. Plaintiff repeats and re-alleges the allegations of Paragraphs 1-62 with
12 the same force and effect as though fully set forth herein.

13 136. The Illinois Consumer Fraud and Deceptive Business Practices Act
14 (“ICFA”), 815 ILCS 505/1, *et seq.*, provides protection to consumers by mandating
15 fair competition in commercial markets for goods and services.
16

17 137. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent
18 business acts or practices including using deception, fraud, false pretenses, false
19 promises, false advertising, misrepresentation, or the concealment, suppression, or
20 omission of any material fact, or the use or employment of any practice described
21 in Section 2 of the “Uniform Deceptive Trade Practices Act”. 815 ILCS 505/2.
22

23 138. The ICFA applies to Defendant’s acts as described herein because it
24 applies to transactions involving the sale of goods or services to consumers.
25

26 139. Defendant is a “person,” as defined by 815 ILCS 505/1(c).
27
28

1 140. Plaintiff and each member of the Class are “consumers,” as defined by
2 815 ILCS 505/1(e), because they purchased Honest Products for personal use.
3

4 141. Honest Products are “merchandise,” as defined by 815 ILCS 505/1(b).
5

6 142. Defendant made false and fraudulent statements, and misrepresented
7 material facts, regarding its products sold to consumers, including the
8 misrepresentations that Honest Products do not contain SLS, that SCS is a “gentler
9 alternative” to SLS, and that Honest Products are safer for human skin than other
10 cleaning products that contain SLS.
11

12 143. Defendant omitted material facts regarding its products sold to
13 consumers, including the fact that Honest Products contain SLS, that SLS is a
14 major component of SCS, and that Honest Products are not safer for human skin
15 than other cleaning products that contain SLS.
16
17

18 144. Defendant’s misrepresentations and omissions regarding Honest
19 Products constitute deceptive and unfair acts or practices prohibited by the ICFA.
20

21 145. Defendant’s misrepresentations and omissions possess the tendency or
22 capacity to mislead and create the likelihood of deception.
23

24 146. Defendant’s aforementioned misrepresentations and omissions were
25 used or employed in the conduct of trade or commerce, namely, the marketing,
26 sale, and distribution of Honest Products.
27
28

1 147. Defendant’s aforementioned misrepresentations and omissions are
2 unfair business practices because they offend public policy and cause substantial
3 injury to consumers.
4

5 148. Defendant intended that Plaintiff and Class members rely on the false
6 statements, misrepresentations, and omissions of material facts in purchasing
7 Honest Products.
8

9 149. Plaintiff and Class members reasonably relied on Defendant’s
10 misrepresentations and omissions when they purchased Honest Products.
11

12 150. Acting as reasonable consumers, had Plaintiff and Class members
13 been aware of the true facts regarding Honest Products, they would have declined
14 to purchase Honest Products, or they would have paid less for them.
15

16 151. As such, Plaintiff and Class members suffered injuries in fact—*i.e.*,
17 the loss of the money that they paid for Honest Products which, in fact, contain
18 SLS in direct contradiction to the Defendant’s representations.
19

20 152. Plaintiff and Class members could not have reasonably avoided the
21 injuries suffered by purchasing Honest Products because it was reasonable for
22 Plaintiff and Class members to rely on Defendant’s misrepresentations and
23 omissions.
24

25 153. The injury suffered by consumers as a result of Defendant’s unfair
26 and deceptive trade practices is substantial because consumers unknowingly paid
27
28

1 for Honest Products believing that the products did not contain SLS and were safer
2 for human skin than other cleaning products that contain SLS when, in fact, Honest
3 Products contain SLS.
4

5 154. As a direct and proximate result of Defendant's unfair and deceptive
6 acts or practices, Plaintiff and members of the Class suffered damages by
7 purchasing Honest Products because they would not have purchased the Honest
8 Products, or they would have paid substantially less for them, had they known the
9 truth, and they received products that were worth less than what they paid.
10
11

12 **COUNT V**

13 **(on Behalf of Plaintiffs and the Nationwide Class)**

14 **Violation of the Consumer Fraud and Deceptive Trade Practices Acts of the**
15 **Various States and District of Columbia**

16 155. Plaintiffs repeat and re-allege the allegations of Paragraphs 1-62 with
17 the same force and effect as though fully set forth herein.
18

19 156. Plaintiffs bring this Count individually, and on behalf of all similarly
20 situated residents of each of the 50 states and the District of Columbia for
21 violations of the respective statutory consumer protection laws, as follows:
22

- 23 a. the Alabama Deceptive Trade Practices Act, Ala.Code 1975, §
24 8-19-1, *et seq.*;
- 25 b. the Alaska Unfair Trade Practices and Consumer Protection
26 Act, AS § 45.50.471, *et seq.*;
- 27 c. the Arizona Consumer Fraud Act, A.R.S §§ 44-1521, *et seq.*;
- 28 d. the Arkansas Deceptive Trade Practices Act, Ark.Code §§ 4-88-
101, *et seq.*;

- 1 e. the Colorado Consumer Protection Act, C.R.S.A. §6-1-101, *et*
2 *seq.*;
- 3 f. the California Unfair Competition Law, Bus. & Prof. Code
4 §§17200, *et seq.* and 17500 *et seq.*;
- 5 g. the California Consumers Legal Remedies Act, Civil Code
6 §1750, *et seq.*;
- 7 h. the Connecticut Unfair Trade Practices Act, C.G.S.A. § 42-110,
8 *et seq.*;
- 9 i. the Delaware Consumer Fraud Act, 6 Del. C. § 2513, *et seq.*;
- 10 j. the D.C. Consumer Protection Procedures Act, DC Code § 28-
11 3901, *et seq.*;
- 12 k. the Florida Deceptive and Unfair Trade Practices Act, FSA §
13 501.201, *et seq.*;
- 14 l. the Georgia Fair Business Practices Act, OCGA § 10-1-390, *et*
15 *seq.*;
- 16 m. the Hawaii Unfair Competition Law, H.R.S. § 480-1, *et seq.*;
- 17 n. the Idaho Consumer Protection Act, I.C. § 48-601, *et seq.*;
- 18 o. the Illinois Consumer Fraud and Deceptive Business Practices
19 Act, 815 ILCS 501/1 *et seq.*;
- 20 p. the Indiana Deceptive Consumer Sales Act, IN ST § 24-5-0.5-2,
21 *et seq.*;
- 22 q. the Iowa Private Right of Action for Consumer Frauds Act,
23 Iowa Code Ann. § 714H.1, *et seq.*;
- 24 r. the Kansas Consumer Protection Act, K.S.A. § 50-623, *et seq.*;
- 25 s. the Kentucky Consumer Protection Act, KRS 367.110, *et seq.*;
- 26 t. the Louisiana Unfair Trade Practices and Consumer Protection
27 Law, LSA-R.S. 51:1401, *et seq.*;
- 28 u. the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 205-A, *et*

1 *seq.*;

2 v. the Maryland Consumer Protection Act, MD Code, Commercial
3 Law, § 13-301, *et seq.*;

4 w. the Massachusetts Regulation of Business Practices for
5 Consumers Protection Act, M.G.L.A. 93A, *et seq.*;

6 x. the Michigan Consumer Protection Act, M.C.L.A. 445.901, *et*
7 *seq.*;

8 y. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §
9 325F.68, *et seq.*;

10 z. the Mississippi Consumer Protection Act, Miss. Code Ann. §
11 75-24-1, *et seq.*;

12 aa. the Missouri Merchandising Practices Act, V.A.M.S. § 407, *et*
13 *seq.*;

14 bb. the Montana Unfair Trade Practices and Consumer Protection
15 Act of 1973, Mont. Code Ann. § 30-14-101, *et seq.*;

16 cc. the Nebraska Consumer Protection Act, Neb.Rev.St. §§ 59-
17 1601, *et seq.*;

18 dd. the Nevada Deceptive Trade Practices Act, N.R.S. 41.600, *et*
19 *seq.*;

20 ee. the New Hampshire Regulation of Business Practices for
21 Consumer Protection, N.H.Rev.Stat. § 358-A:1, *et seq.*;

22 ff. the New Jersey Consumer Fraud Act, N.J.S.A. 56:8, *et seq.*;

23 gg. the New Mexico Unfair Practices Act, N.M.S.A. §§ 57-12-1, *et*
24 *seq.*;

25 hh. the New York Consumer Protection from Deceptive Acts and
26 Practices, N.Y. GBL (McKinney) § 349, *et seq.*;

27 ii. the North Carolina Unfair and Deceptive Trade Practices Act,
28 N.C. Gen Stat. § 75-1.1, *et seq.*;

 jj. the North Dakota Consumer Fraud Act, N.D. Cent.Code

1 Chapter 51-15, *et seq.*;

2 kk. the Ohio Consumer Sales Practices Act, R.C. 1345.01, *et seq.*;

3 ll. the Oklahoma Consumer Protection Act, 15 O.S.2001, §§ 751,
4 *et seq.*;

5 mm. the Oregon Unlawful Trade Practices Act, ORS 646.605, *et*
6 *seq.*;

7 nn. the Pennsylvania Unfair Trade Practices and Consumer
8 Protection Law, 73 P.S. § 201-1, *et seq.*;

9 oo. the Rhode Island Deceptive Trade Practices Act, G.L.1956 § 6-
10 13.1-5.2(B), *et seq.*;

11 pp. the South Carolina Unfair Trade Practices Act, SC Code 1976,
12 §§ 39-5-10, *et seq.*;

13 qq. the South Dakota Deceptive Trade Practices and Consumer
14 Protection Act, SDCL § 37-24-1, *et seq.*;

15 rr. the Tennessee Consumer Protection Act, T.C.A. § 47-18-101, *et*
16 *seq.*;

17 ss. the Texas Deceptive Trade Practices-Consumer Protection Act,
18 V.T.C.A., Bus. & C. § 17.41, *et seq.*;

19 tt. the Utah Consumer Sales Practices Act, UT ST § 13-11-1, *et*
20 *seq.*;

21 uu. the Vermont Consumer Fraud Act, 9 V.S.A. § 2451, *et seq.*;

22 vv. the Virginia Consumer Protection Act of 1977, VA ST § 59.1-
23 196, *et seq.*;

24 ww. the Washington Consumer Protection Act, RCWA 19.86.010, *et*
25 *seq.*;

26 xx. the West Virginia Consumer Credit And Protection Act,
27 W.Va.Code § 46A-1-101, *et seq.*;

28 yy. the Wisconsin Deceptive Trade Practices Act, WIS.STAT. §
100.18, *et seq.*; and

1 zz. the Wyoming Consumer Protection Act, WY ST § 40-12-101, *et*
2 *seq.*

3 157. Honest Products are consumer goods.

4 158. Defendant engaged, and still engages, in unfair or deceptive acts or
5 practices when Defendant misrepresented and continues to misrepresent material
6 facts regarding Honest Products sold to consumers, including the
7 misrepresentations that Honest Products do not contain SLS, that SCS is a “gentler
8 alternative” to SLS, and that Honest Products are safer for human skin than other
9 cleaning products that contain SLS.
10
11

12 159. Defendant omitted material facts regarding Honest Products sold to
13 consumers, including the fact that Honest Products contain SLS, that SLS is a
14 major component of SCS, and that Honest Products are not safer for human skin
15 than other cleaning products that contain SLS.
16
17

18 160. Defendant’s misrepresentations and omissions possess the tendency or
19 capacity to mislead and create the likelihood of deception.
20

21 161. Defendant’s aforementioned misrepresentations and omissions were
22 used or employed in the conduct of trade or commerce, namely, the marketing,
23 sale, and distribution of Honest Products to Plaintiffs and Class members.
24

25 162. Defendant’s aforementioned misrepresentations and omissions are
26 unfair business practices because they offend public policy and cause substantial
27 injury to consumers.
28

1 163. Defendant intended, and still intends, that Plaintiffs and Class
2 members rely on the false statements, misrepresentations, and omissions of
3 material facts in purchasing Honest Products.
4

5 164. Plaintiffs and Class members reasonably relied on Defendant's
6 misrepresentations and omissions when they purchased Honest Products.
7

8 165. Acting as reasonable consumers, had Plaintiffs and Class members
9 been aware of the true facts regarding Honest Products, they would have declined
10 to purchase the Honest Products, or they would have paid less for them.
11

12 166. As such, Plaintiffs and Class members suffered injuries in fact—*i.e.*,
13 the loss of the money that they paid for Honest Products, which do, in fact, contain
14 SLS in direct contradiction to Defendant's representations.
15

16 167. Plaintiffs and Class members could not have reasonably avoided the
17 injuries suffered by purchasing Honest Products because it was reasonable for
18 Plaintiffs and Class members to rely on Defendant's misrepresentations and
19 omissions.
20
21

22 168. The injury suffered by consumers as a result of Defendant's unfair
23 and deceptive trade practices is substantial because consumers unknowingly paid
24 for Honest Products believing that the products did not contain SLS and were safer
25 for human skin than cleaning products that contain SLS when, in fact, Honest
26 Products contain SLS.
27
28

1 169. As a direct and proximate result of Defendant’s unfair and deceptive
2 acts or practices, Plaintiffs and members of the Class suffered damages by
3 purchasing Honest Products because they would not have purchased Honest
4 Products, or they would have paid substantially less for them, had they known the
5 truth, and they received products that were worth less than what they paid.
6
7

8 **COUNT VI**
9 **(on Behalf of Plaintiffs, the Nationwide Class, the**
10 **Illinois Subclass, and the California Subclass)**
11 **Common Law Fraud**

12 170. Plaintiffs repeat and re-allege the allegations of Paragraphs 1-62 with
13 the same force and effect as though fully set forth herein.

14 171. The elements of a cause of action for fraud are: “(1) a
15 misrepresentation (false representation, concealment, or nondisclosure); (2)
16 knowledge of falsity (or scienter); (3) intent to defraud, i.e., to induce reliance; (4)
17 justifiable reliance; and (5) resulting damage.” *See, e.g., Robinson Helicopter Co.*
18 *v. Dana Corp.*, 34 Cal.4th 979, 990 (2004) (citing *Lazar v. Superior Court*, 12
19 Cal.4th 631, 638 (1996)).
20
21
22

23 172. Defendant made false statements of material fact through its
24 advertising for Honest Products. Defendant misrepresented, and continues to
25 misrepresent, that Honest Products do not contain SLS, that SCS is a “gentler
26 alternative” to SLS, and that Honest Products are safer for human skin than other
27 cleaning products that contain SLS.
28

1 173. Defendant also omitted material facts through its advertising for
2 Honest Products, including the fact that Honest Products contain SLS, that SLS is
3 a major component of SCS, and that Honest Products are not safer for human skin
4 than other cleaning products that contain SLS.
5

6
7 174. The aforementioned facts that Defendant has falsely presented and
8 actively concealed are material facts.
9

10 175. At the time that it made the aforementioned misrepresentations,
11 Defendant knew that Honest Products contain SLS, or Defendant recklessly
12 disregarded the truth that Honest Products contain SLS. Defendant's
13 misrepresentations were willful and made with scienter.
14

15 176. Defendant affirmatively misrepresented and actively concealed
16 material facts regarding its Honest Products with the intent that Plaintiffs and the
17 members of the Class rely on the misrepresentations and purchase Honest
18 Products.
19

20
21 177. Acting as reasonable consumers, Plaintiffs and the Class were
22 unaware of these misrepresented material facts, and if they had been aware of the
23 truth, Plaintiffs and Class members would not have purchased the Honest
24 Products, or they had would have paid less for them.
25

26 //

27 //

1 178. It was reasonable for Plaintiffs and the Class to rely on Defendant's
2 misrepresentations and omissions and believe that Honest Products did not contain
3 SLS and were safer for human skin than other cleaning products that contain SLS.
4

5 179. As such, Plaintiffs and Class members suffered injuries in fact—*i.e.*,
6 the loss of the money that they paid for Honest Products which contained SLS, in
7 direct contradiction to Defendant's representations.
8

9 180. As a direct and proximate result of Defendant's fraud, Plaintiffs and
10 members of the Class suffered damages by purchasing Honest Products because
11 they would not have purchased Honest Products, or they would have paid
12 substantially less for them, had they known the truth, and they received a product
13 that was worth less than what they paid.
14
15

16
17 **COUNT VII**
18 **(on Behalf of Plaintiffs, the Nationwide Class, the**
19 **Illinois Subclass, and the California Subclass)**
20 **Fraudulent Misrepresentation**

21 181. Plaintiffs repeat and re-allege the allegations of Paragraphs 1-62 with
22 the same force and effect as though fully set forth herein.

23 182. "It is well established in California and other jurisdictions that a
24 person who has been induced by fraudulent misrepresentations to enter into a
25 contract or to make a conveyance may have the contract or conveyance set aside
26 and secure a restitution of those benefits lost to him by the transaction." *See, e.g.*,
27 *Seeger v. Odell*, 18 Cal.2d 409, 414 (1941).
28

1 183. “[T]he elements of a cause of action for fraudulent misrepresentation
2 are (1) misrepresentation (false representation, concealment, or nondisclosure); (2)
3 knowledge of falsity (scienter); (3) intent to induce reliance; (4) justifiable
4 reliance; and (5) resulting damage.” *Vogelsang v. Wolpert*, 227 Cal.App.2d 102,
5 109 (5th Dist. 1964) (quoting *Zinn v. Ex-Cell-O Corp.*, 148 Cal.App.2d 56, 68 (1st
6 Dist. 1957)).
7
8

9 184. Defendant made false statements of material fact through its
10 advertising for Honest Products. Defendant misrepresented, and continues to
11 misrepresent, that Honest Products do not contain SLS, that SCS is a “gentler
12 alternative” to SLS, and that Honest Products are safer for human skin than other
13 cleaning products that contain SLS.
14
15

16 185. Defendant also omitted material facts through its advertising for
17 Honest Products, including the fact that Honest Products contain SLS, that SLS is a
18 major component of SCS, and that Honest Products are not safer for human skin
19 than other cleaning products that contain SLS.
20
21

22 186. The aforementioned facts that Defendant has falsely presented and/or
23 actively concealed are material facts.
24

25 187. At the time that it made the aforementioned misrepresentations,
26 Defendant knew that Honest Products contain SLS, or Defendant recklessly
27
28

1 disregarded the truth that Honest Products contain SLS. Defendant's
2 misrepresentations were willful and made with scienter.
3

4 188. Defendant affirmatively misrepresented and actively concealed
5 material facts regarding its Honest Products with the intent that Plaintiffs and the
6 members of the Class rely on the misrepresentations and purchase Honest
7 Products.
8

9 189. Acting as reasonable consumers, Plaintiffs and the Class were
10 unaware of these misrepresented material facts, and if they had been aware of the
11 truth, Plaintiffs and Class members would not have purchased the Honest Products,
12 or they had would have paid less for them.
13
14

15 190. It was reasonable for Plaintiffs and the Class to rely on Defendant's
16 misrepresentations and omissions and believe that Honest Products did not contain
17 SLS and were safer for human skin than other cleaning products that contain SLS.
18

19 191. As such, Plaintiffs and Class members suffered injuries in fact—*i.e.*,
20 the loss of the money that they paid for Honest Products which contained SLS, in
21 direct contradiction to Defendant's representations.
22

23 192. As a direct and proximate result of Defendant's fraud, Plaintiffs and
24 members of the Class suffered damages by purchasing Honest Products because
25 they would not have purchased Honest Products, or they would have paid
26
27
28

1 substantially less for them, had they known the truth, and they received a product
2 that was worth less than what they paid.
3

4 **COUNT VIII**

5 **(on Behalf of Plaintiffs, the Nationwide Class, and the California Subclass)**
6 **Violation of the Song-Beverly Consumer Warranty Act for**
7 **Breach of Express Warranty**
8 **(Cal.Civ.Code §§ 1791.2 and 1973.2(D))**

9 193. Plaintiffs repeat and re-allege the allegations of Paragraphs 1-62 with
10 the same force and effect as though fully set forth herein.

11 194. The Song-Beverly Consumer Warranty Act provides, “It is not
12 necessary to the creation of an express warranty that formal words such as
13 ‘warrant’ or ‘guarantee’ be used, but if such words are used, then an express
14 warranty is created.” Cal.Civ.Code § 1791.2(b).
15

16 195. Plaintiffs and Class members who purchased Honest Products are
17 “buyers” within the meaning of Cal.Civ.Code § 1791(b).
18

19 196. Honest Products are “consumer goods” within the meaning of
20 Cal.Civ.Code § 1791(a).
21

22 197. Defendant is a “manufacturer” pursuant to Cal.Civ.Code § 1791(j) and
23 a “seller” or “retailer” pursuant to Cal.Civ.Code § 1791(l).
24

25 198. Plaintiffs and Class members purchased Honest Products
26 manufactured and sold by Defendant.
27
28

1 199. Pursuant to Cal.Civ.Code §§ 1791.2 and 1793.2, Defendant made
2 express warranties to Plaintiffs and Class members regarding Honest Products.
3
4 Through these warranties, including the “Honestly FREE Guarantee,” and the
5 warranties on Honest Products’ labels, Defendant’s website, and Defendant’s
6 advertising and marketing materials for Honest Products, Defendant expressly
7 warranted to consumers, including Plaintiffs and the Class, that Honest Products do
8 not contain SLS.
9
10

11 200. Defendant breached its express warranties because Honest Products
12 contain SLS. Honest Products are made with SCS, in which SLS is a major
13 component. Therefore, Honest Products are not “Honestly FREE of SLS” or
14 “Honestly Made Without SLS” as warranted by Defendant.
15
16

17 201. Because Honest Products contain SLS, they are defective. As set
18 forth above, cleaning supply products that do not contain SLS or other harsh
19 chemicals are more valuable than cleaning products that contain SLS. Therefore,
20 Honest Products’ defect substantially impairs the use, value, and safety of Honest
21 Products to reasonable consumers such as Plaintiffs and Class members.
22
23

24 202. Plaintiffs and Class members complied with the terms of the warranty
25 because they paid money in exchange for the purchase of Honest Products.
26 Neither Plaintiffs nor members of the Class misused the Honest Products or
27 contributed to their deficiency.
28

1 203. Defendant repeatedly states on Honest Products' label, Defendant's
2 website, and other marketing materials that Honest Products are manufactured
3 using SCS. Because SLS is a major component of SCS, Defendant had actual
4 knowledge that Honest Products contained SLS in breach of Defendant's express
5 warranty. Defendant had actual knowledge of Honest Products' particular defect.
6
7

8 204. Plaintiffs and members of the Class were not required to present the
9 defective Honest Products to Defendant's authorized representative or otherwise
10 provide Defendant with notice of Honest Product's defect because Defendant had
11 actual knowledge that Honest Products contained SLS.
12

13 205. Defendant did not promptly replace or buy back Honest Products from
14 Plaintiffs and Class members.
15

16 206. Plaintiffs and members of the Class relied on Defendant's warranty
17 that Honest Products do not contain SLS when they purchased the Honest
18 Products. It was reasonable for Plaintiffs and Class members to believe that
19 Honest Products do not contain SLS because Honest Products' labels and
20 Defendant's website expressly state that Honest Products are "Honestly FREE of
21 SLS" and "Honestly Made Without SLS."
22
23

24 207. Based on Defendant's express warranty that Honest Products do not
25 contain SLS, Plaintiffs and Class members paid a premium for Honest Products
26
27
28

1 over and above comparable cleaning supply products that do not claim to be SLS-
2 free.
3

4 208. Acting as reasonable consumers, Plaintiffs and Class members were
5 unaware of these misrepresented warranties, and if they had been aware of the
6 truth, Plaintiffs and Class members would not have purchased the Honest Products,
7 or they would have paid less for them.
8

9 209. Due to Defendant's conduct, Plaintiffs and Class members did not
10 receive the Honest Products as warranted. They received goods whose defective
11 condition substantially impairs their value to Plaintiffs and the Class. The Honest
12 Products purchased by Plaintiffs and Class members were worth substantially less
13 than the products they were promised and expected.
14
15

16 210. As a direct and proximate result of Defendant's breach of an express
17 warranty, Plaintiffs and members of the Class have suffered damages in the form of
18 the money that they paid to purchase the Honest Products, the amount they
19 overpaid to purchase Honest Products that contained SLS, and/or the diminution in
20 value of the Honest Products.
21
22

23 211. Pursuant to Cal.Civ.Code §§ 1793.2 & 1794, Plaintiffs and Class
24 members are entitled to damages and other legal and equitable relief including, at
25 their election, the price they paid for the Honest Products, or the overpayment or
26 diminution in value of the Honest Products.
27
28

1 212. Plaintiffs seek the recovery of court costs and attorneys' fees pursuant
2 to Cal.Civ.Code § 1794, as they are prosecuting this action for the important rights
3 affecting the public interest.
4

5 213. The injuries to Plaintiffs and the members of the Class were caused by
6 Defendant's breach of express warranties included in materials that originated in
7 the state of California, including the warranties on Honest Products' labels,
8 Defendant's website, and other advertising and marketing materials described
9 herein. All of the marketing, advertising, labeling, and other promotional activities
10 were coordinated at, emanate from, and are developed at Defendant's California
11 headquarters. All critical decisions regarding Defendant's representations
12 regarding Honest Products were made in California.
13

14 214. When Plaintiffs and the members of the Class purchased Honest
15 Products, those payments were processed and the money was sent to Defendant's
16 headquarters in California.
17

18 215. In the alternative, to the extent that the Court limits the nationwide
19 application of California law, Plaintiff ALAN KLARIK brings this count
20 individually, and on behalf of the California Subclass, based on the allegations set
21 forth above.
22

23 //

24 //

1 **COUNT IX**
2 **(on Behalf of Plaintiffs, the Nationwide Class, the**
3 **Illinois Subclass, and the California Subclass)**
4 **Breach of Express Warranty**

5 216. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-62 with
6 the same force and effect as though fully set forth herein.

7 217. To succeed on a cause of action for breach of an express warranty, a
8 plaintiff must show: (1) “the exact terms of the warranty,” (2) “plaintiff’s
9 reasonable reliance thereon,” and (3) “a breach of that warranty which proximately
10 causes plaintiff’s injury.” *See, e.g., Williams v. Beechnut Nutrition Corp.*, 185
11 Cal.App.3d 135, 142 (2d Dist. 1986); *see, e.g., Cal.U.Com.Code*, § 2313.
12

13 218. “It is not necessary to the creation of an express warranty that the
14 seller use formal words such as ‘warrant’ or ‘guarantee’ or that he have a specific
15 intention to make a warranty[.]” Cal.Com.Code § 2313(2).
16

17 219. By packaging, labeling, advertising, and selling Honest Products
18 representing to be “Honestly FREE of SLS” and “Honestly Made Without SLS,”
19 Defendant expressly warranted to consumers, including Plaintiffs and Class
20 members, that Honest Products did not contain SLS. Defendant made these
21 express warranties through the “Honestly FREE Guarantee,” and the warranties on
22 Honest Products’ labels, Defendant’s website, and Defendant’s advertising and
23 marketing materials for Honest Products.
24
25
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1 220. Defendant’s representations, affirmations of fact, and promises related
2 to Honest Products constitute an express warranty because the representations,
3 affirmations, and promises became a part of the basis of the bargain with Plaintiffs
4 and members of the Class that Honest Products do not contain SLS.
5

6 221. Defendant breached its express warranties because Honest Products
7 contain SLS. Honest Products are made with SCS, in which SLS is a major
8 component. Therefore, Honest Products are not “Honestly FREE of SLS” or
9 “Honestly Made Without SLS” as warranted by Defendant.
10

11 222. Plaintiffs and members of the Class complied with the terms of the
12 warranty because they paid money in exchange for the purchase of Honest
13 Products. Neither Plaintiffs nor members of the Class misused the Honest
14 Products or contributed to their deficiency.
15

16 223. Defendant repeatedly states on Honest Products’ label, Defendant’s
17 website, and other marketing materials that Honest Products are manufactured
18 using SCS. Because SLS is a major component of SCS, Defendant had actual
19 knowledge that Honest Products contained SLS in breach of Defendant’s express
20 warranty. Defendant had actual knowledge of SLS’s particular defect.
21

22 224. Plaintiffs and members of the Class were not required to present the
23 defective Honest Products to Defendant’s authorized representative or otherwise
24
25
26
27
28

1 provide Defendant with notice of Honest Product's defect because Defendant had
2 actual knowledge that Honest Products contained SLS.
3

4 225. Defendant did not promptly replace or buy back Honest Products from
5 Plaintiffs and Class members.
6

7 226. Plaintiffs and members of the Class relied on Defendant's warranty
8 that Honest Products do not contain SLS when they purchased the Honest
9 Products. It was reasonable for Plaintiffs and Class members to believe that
10 Honest Products do not contain SLS because Honest Products' labels and
11 Defendant's website expressly state that Honest Products are "Honestly FREE of
12 SLS" and "Honestly Made Without SLS."
13
14

15 227. Based on Defendant's express warranty that Honest Products do not
16 contain SLS, Plaintiffs and Class members paid a premium for Honest Products
17 over and above comparable cleaning supply products that do not claim to be SLS-
18 free.
19
20

21 228. Acting as reasonable consumers, Plaintiffs and Class members were
22 unaware of these misrepresented warranties, and if they had been aware of the
23 truth, Plaintiffs and Class members would not have purchased the Honest Products,
24 or they would have paid less for them.
25

26 229. Due to Defendant's conduct, Plaintiffs and Class members did not
27 receive the Honest Products as warranted. The Honest Products purchased by
28

1 Plaintiffs and Class members were worth substantially less than the products they
2 were promised and expected.

3
4 230. As a direct and proximate result of Defendant’s breach of an express
5 warranty, Plaintiffs and members of the Class have suffered damages in the form of
6 the money that they paid to purchase the Honest Products, the amount they
7 overpaid to purchase Honest Products that contained SLS, and/or the diminution in
8 value of the Honest Products.
9
10

11 **COUNT X**
12 **(on Behalf of Plaintiffs, the Nationwide Class, the**
13 **Illinois Subclass, and the California Subclass)**
14 **Unjust Enrichment**

15 231. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-62 with
16 the same force and effect as though fully set forth herein.

17 232. California law allows parties to pursue a cause of action under a
18 theory of unjust enrichment. *See, e.g., In re Processed Egg Products Antitrust*
19 *Litig.*, 851 F. Supp. 2d 867, 913 (E.D. Pa. 2012) (citing *Ghirardo v. Antonioli*, 14
20 Cal.4th 39, 57 Cal.Rptr.2d 687, 924 P.2d 996, 1002–03 (1996)).
21
22

23 233. At California common law, “[t]he elements of an unjust enrichment
24 claim are the ‘receipt of a benefit and [the] unjust retention of the benefit at the
25 expense of another.’” *See, e.g., Peterson v. Cellco P’ship*, 164 Cal.App.4th 1583,
26 1593 (4th Dist. 2008) (quoting *Lectrodryer v. SeoulBank*, 77 Cal.App.4th 723, 724
27 (2d Dist. 2000)).
28

1 234. Plaintiffs and members of the Class paid a retail price for Honest
2 Products believing that the cleaning products they purchased did not contain SLS
3 and were safer for human skin than other cleaning products that contain SLS.
4 However, the Honest Products purchased by Plaintiffs and members of the Class
5 do, in fact, contain SLS.
6
7

8 235. Defendant has unjustly received and retained a benefit at the expense
9 of Plaintiffs and the Class because Defendant unlawfully acquired its profits for
10 Honest Products appreciating and knowing that the Honest Products purchased by
11 Plaintiffs and members of the Class contained SLS, contrary to Defendant's
12 representations.
13
14

15 236. Defendant has acquired and retained money belonging to Plaintiffs
16 and the Class as a result of its wrongful conduct: misrepresenting that Honest
17 Products do not contain SLS, that SCS is a "gentler alternative" to SLS, and that
18 Honest Products are safer for human skin than other cleaning products that contain
19 SLS. Each individual sale of Honest Products nets Defendant profit at the expense
20 of consumers.
21
22

23 237. Acting as reasonable consumers, Plaintiffs and the Class were
24 unaware of these misrepresented material facts, and would not have purchased the
25 Honest products, or would have paid less for them, had they been aware of the
26 truth, and they received a product that was worth less than what they paid.
27
28

- 1 C. Entering judgment in favor of Plaintiffs, the Class, the Illinois
2 Subclass, and/or the California Subclass and against Defendant;
- 3 D. Awarding Plaintiffs, the Class, the Illinois Subclass, and/or the
4 California Subclass damages equal to the amount of actual
5 damages that they sustained, including interest thereon,
6 statutory damages, and punitive damages;
- 7 E. Awarding Plaintiffs, the Class, the Illinois Subclass, and/or the
8 California Subclass restitution and disgorgement of profits;
- 9 F. Awarding Plaintiffs, the Class, the Illinois Subclass, and/or the
10 California Subclass attorneys' fees and costs, including interest
11 thereon, as allowed or required by law;
- 12 G. Awarding Plaintiffs, the Class, the Illinois Subclass, and/or the
13 California Subclass declaratory and injunctive relief as
14 permitted by law or equity, including enjoining Defendant from
15 continuing the unlawful practices as set forth herein, and
16 directing Defendant to identify, with Court supervision, victims
17 of its conduct and pay them all money it is required to pay;
- 18 H. Ordering Defendant to engage in a corrective advertising
19 campaign; and
- 20 I. Granting all such further and other relief as the Court deems
21 just and appropriate.

22 **JURY DEMAND**

23 Plaintiffs demand a trial by jury on all counts so triable.

24 Dated: April 7, 2016

25 **SULLIVAN, KRIEGER, TRUONG,**
26 **SPAGNOLA & KLAUSNER, LLP**

27 By: s/Adam M. Tamburelli

28 Adam M. Tamburelli (SBN 301902)

Charles T. Spagnola (SBN 144983)

Eliot F. Krieger (SBN 159647)

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By: s/Thomas A. Zimmerman, Jr.
Thomas A. Zimmerman, Jr. (*pro hac vice anticipated*)
Maebetty Kirby (*pro hac vice anticipated*)

Attorneys for Plaintiffs MARIO ALIANO and ALAN KLARIK, individually, and on behalf of all others similarly situated.

EXHIBIT A

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

MARIO ALIANO and ALAN KLARIK,)
individually, and on behalf of all others)
similarly situated,)

Plaintiffs,)

vs.)

THE HONEST COMPANY,)

Defendant.)

Case No.)

CLASS ACTION COMPLAINT FOR:

-) 1. Violation of the California Consumer Legal Remedies Act;
-) 2. Violation of the California Unfair Competition Law;
-) 3. Violation of the California False Advertising Law;
-) 4. Violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act;
-) 5. Violation of the Consumer Fraud and Deceptive Trade Practices Acts of the Various States and District of Columbia;
-) 6. Common Law Fraud;
-) 7. Fraudulent Misrepresentation;
-) 8. Violation of the Song-Beverly Consumer Warranty Act;
-) 9. Breach of Express Warranty; and
-) 10. Unjust Enrichment.

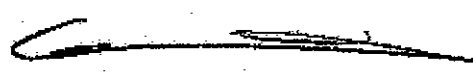
DEMAND FOR JURY TRIAL

AFFIDAVIT OF VENUE BY PLAINTIFF ALAN KLARIK

I, ALAN KLARIK, hereby declare that:

1. I have personal knowledge of the facts stated herein and could competently testify thereto if called upon to do so.
2. I am one of the Plaintiffs in the above-entitled action.
3. My Complaint filed in this matter contains a cause of action for violations of the California Consumers Legal Remedies Act against THE HONEST COMPANY, INC., a Delaware corporation ("Honest Company" or "Defendant"). Defendant's principal place of business is in the Central District of California, and Defendant does substantial business nationwide, including in the Central District of California.
4. These causes of action arise out of my purchase of Honest Company Laundry Detergent, Honest Company Dish Soap, and Honest Company Multi-Surface Cleaner, which were significantly misrepresented by Defendant.

I declare under penalty of perjury that the foregoing Declaration is true and correct, and was executed by me on April 7, 2016.



Alan Klarik