

1 NICHOLAS A. CARLIN (SB 112532)
nac@phillaw.com
2 BRIAN S. CONLON (SB 303456)
bsc@phillaw.com
3 PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP
39 Mesa Street, Suite 201
4 The Presidio
San Francisco, CA 94129
5 Telephone: 415-398-0900
Facsimile: 415-398-0911

6 Leonard B. Simon (CSB #58310)
7 The Law Offices of Leonard B. Simon
655 West Broadway, Suite 1900
8 San Diego, CA 92101
Tel: 619-338-4549
9 Fax: 619-231-7423
Email: lsimon@rgrdlaw.com

10 REBECCA A. PETERSON (SB 241858)
rapeterson@locklaw.com
11 ROBERT K. SHELQUIST
rkshelquist@locklaw.com
12 LOCKRIDGE GRINDAL NAUEN P.L.L.P.
13 100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
14 Tel: 612-339-6900
Fax: 612 339-0981

15 Additional Counsel Listed on Signature Page

16 Attorneys for Plaintiffs

17
18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

20
21 CANDACE HIDDLESTONE and
JULIE HEDGES, each individually
22 and on behalf of all those similarly
situated,

23 Plaintiffs,

24 v.

25 THE HONEST COMPANY, INC,

26 Defendant.
27

Case No:

COMPLAINT

JURY TRIAL DEMANDED

INTRODUCTION

1
2 1. From at least September 20, 2012 through the present (the “Class
3 Period”), The Honest Company, Inc. (“Defendant” or “Honest”) deceptively and
4 misleadingly labeled, advertised and marketed its products, including the
5 following nine Honest products: Honest Diapers, Honest Hand Soap, Honest Dish
6 Soap, Honest Auto Dishwasher Gel, Honest Multi-Surface Cleaner, Honest
7 Shampoo and Body Wash, Honest Dishwasher Packs, Honest Conditioning
8 Detangler, and Honest Bubble Bath (collectively the “Honest Products”) as
9 natural, when in fact, the Honest Products contain non-natural ingredients.

10 2. Plaintiffs Candace Hiddlestone and Julie Hedges bring this class
11 action lawsuit against Defendant, each individually and on behalf of a nationwide
12 class (the “Honest Natural Products Class”) that includes other similarly situated
13 purchasers of the Honest Products who experienced the same or substantially
14 similar harm as a result of Defendant’s false advertising.

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

19 4. Plaintiffs Hiddlestone and Hedges and the Honest Natural Products
20 Class paid a premium for certain Natural Products over comparable products,
21 based on Defendant’s representations that the Natural Products were natural.
22 Instead of receiving products that were natural, Plaintiffs Hiddlestone and Hedges
23 and the Honest Natural Products Class received products that, contrary to
24 Defendant’s representations, contained synthetic, non-natural ingredients, such as
25 Methylisothiazolinone, Cocamidopropyl Betaine, and Phenoxyethanol. Not only
26 has Defendant admitted that these three ingredients are synthetic, but the
27

1 Environmental Working Group has rated these chemicals as either “High Hazard”
2 or “Moderate Hazard” chemicals.

3 **JURISDICTION AND VENUE**

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

12 6. The Court has personal jurisdiction over Defendant. Honest
13 maintains headquarters in Santa Monica, California and conducts substantial and
14 continuous business throughout the State of California.

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

19 **PARTIES**

20 8. Plaintiff Candace Hiddlestone is a resident of La Jolla, California
21 and an individual consumer. During the Class Period, Ms. Hiddlestone purchased
22 Honest Diapers, Honest Dishwasher Packs, Honest Conditioning Detangler, and
23 Honest Shampoo and Body Wash. As with all members of the Honest Natural
24 Products Class, Ms. Hiddlestone paid a premium for these Natural Products based
25 upon the representation that the Natural Products are natural, in excess of the
26 price for comparable products not purporting to be natural.

1 9. Plaintiff Julie Hedges is a resident of Columbus, Georgia and an
2 individual consumer. During the Class Period, Ms. Hedges purchased Honest
3 Hand Soap, Honest Dish Soap, Honest Bubble Bath, Honest Auto Dishwasher
4 Gel, and Honest Multi-Surface Cleaner. Hedges purchased products online and
5 direct through Honest, as well as at a local retail Target shopping outlet. As with
6 all members of the Honest Natural Products Class, Ms. Hedges paid a premium
7 for these Natural Products based upon the representation that the Natural Products
8 are natural, in excess of the price for comparable products not purporting to be
9 natural.

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

17 **FACTUAL ALLEGATIONS**

18 **Defendant’s Nationwide Distribution**

19 11. California has significant contacts to the class claims asserted in the
20 Complaint.

21 12. On information and belief, Defendant has designed, controlled, and
22 overseen a national production and distribution network from the company’s
23 headquarters in California.

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

1 14. Defendant sells the Honest Products online via Honest.com, a direct-
2 to-consumer e-commerce website. On information and belief, Defendant controls
3 its entire e-commerce operation from its company headquarters in California.

4 15. Defendant actively generates traffic to its website through
5 promotions on Facebook.com and Twitter.com, on information and belief,
6 operated from the company's headquarters in California.

7 16. Defendant uploads Honest Product videos to its YouTube account,
8 on information and belief, operated from the company's headquarters in
9 California.

10 17. Defendant also sells the Honest Products through a popular online
11 storefront in the Amazon.com marketplace. On information and belief, Honest
12 controls its Amazon storefront from its company headquarters in California.

13 18. Defendant distributes the Honest Products, business-to-business, for
14 purchase in big box chain retail locations nationwide, including Target, Costco
15 Wholesale Corporation, Whole Foods Market, Inc., Gelson's Markets, and Buy
16 Buy Baby, Inc., across the United States. On information and belief, Defendant
17 controls national distribution of the Honest Products from its company
18 headquarters in California.

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

20 19. Defendant created, designed, and since at least 2012, carried out a
21 long-term, national advertising campaign from the company's California
22 headquarters.

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

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

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

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

9 24. Representative samples of the campaign are contained herein.

10 *Defendant's Overarching Brand Advertising*

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

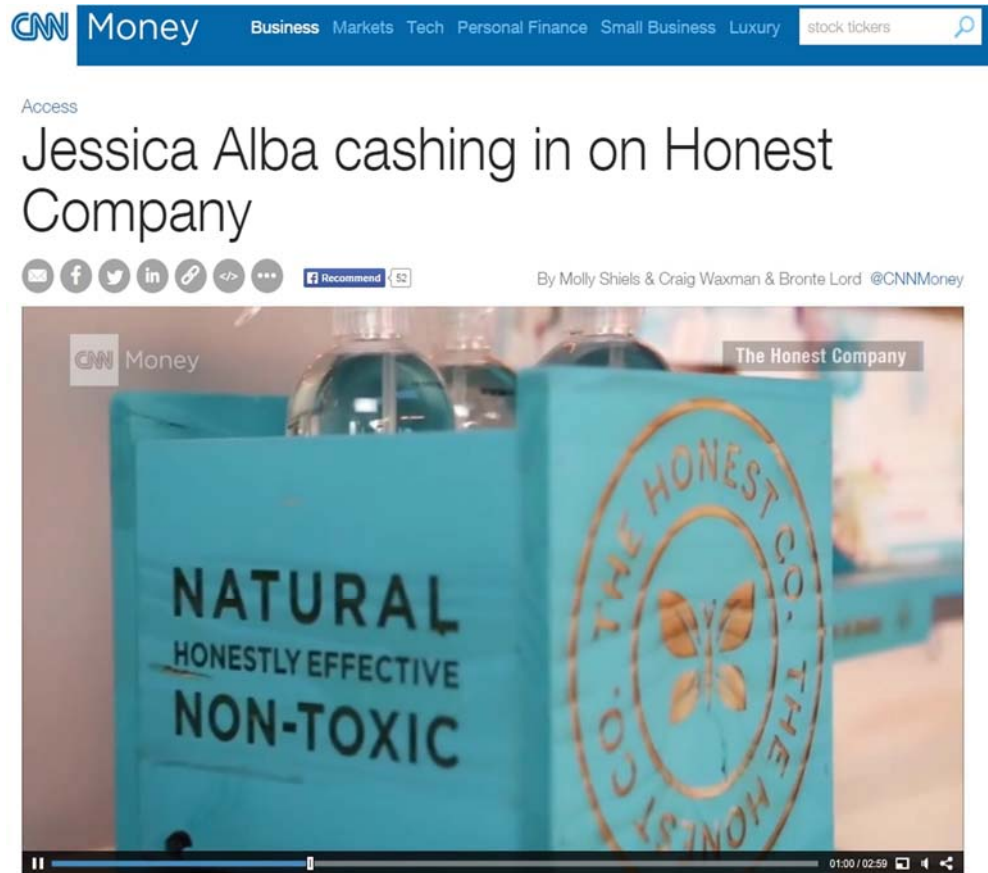
15 26. As a representative example, Defendant advertises its company as
16 "Natural, Safe, Beautiful, Effective," on its own website, including in the
17 following screenshot from Honest.com captured on August 14, 2015:



Join the Honest Company

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

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



28. 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:



29. 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," "honest dishwasher packs," "honest dishwasher gel," "honest shampoo & body wash," "honest conditioning detangler," and "honest bubble bath."

1 30. As part of its advertising campaign, Defendant further amplifies its
2 representations with the “honestly FREE guarantee,” which is displayed on
3 product labels and displayed at Honest.com, Defendant’s Amazon storefront, and
4 partner websites including Target.com.

5 31. The “honestly FREE guarantee” states: “Providing clear, credible,
6 transparent information. No smoke and mirrors. No confusion.”

7 32. Defendant further describes itself, its advertising, and its numerous
8 product lines as follows on Honest.com:

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

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

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

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

25 33. Defendant’s Chief Creative Officer and celebrity co-founder Jessica
26 Alba serves as the public face of the company.

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

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

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

9 37. 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
17 a business owner, I'm proof of concept that you can do
18 business right—right by humans, right by the planet —and
19 you can be very successful and grow very quickly."

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

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

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

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

8 40. Defendant has reinforced this brand impression by implying that
9 Defendant’s customers should not even read its labels to determine whether its
10 products are indeed natural.

11 41. On May 29, 2014, Ms. Alba and Mr. Gavigan appeared jointly in an
12 official company video to announce Honest would distribute their products
13 through Target retail stores. Ms. Alba explained the reason she started the
14 company as follows: “I wanted to create the safest and healthiest environment,
15 but I didn’t want to have to read every label on every single product all the time,
16 it had to be easier.” Mr. Gavigan added: “Mom and Dad cannot be the weekend
17 toxicologists. We cannot put that work on them. So as a brand, we need to do
18 that work. We need to create the standard.” The video received more than
19



1 250,000 views on Target's official YouTube page. Target described the video as
 2 "co-founder Jessica Alba speaks honestly."

3 *Defendant's Product Advertising*

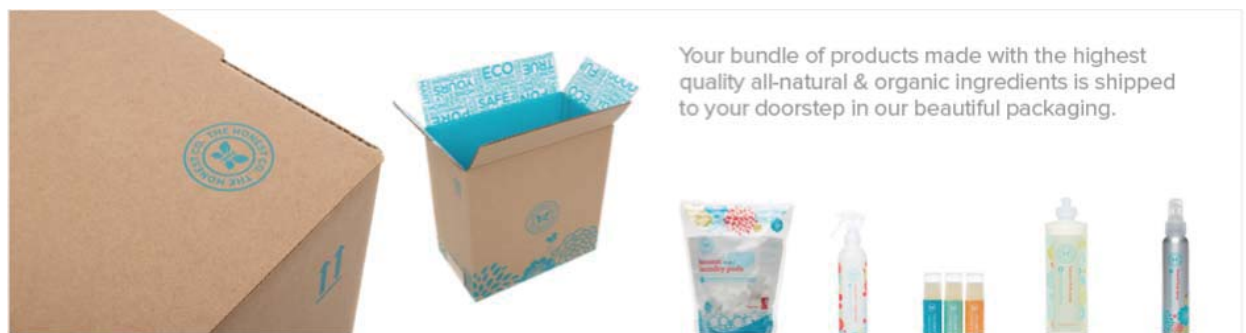
4 42. Defendant sells the Natural Products to consumers at a ten to twenty
 5 percent premium, based on its advertising representations that they are "natural."

6 43. Since at least September 20, 2012 and up to the filing of this lawsuit,
 7 Defendant has disseminated advertising statements to the public, rising to the
 8 level of a long-term advertising campaign that falsely claims the Natural Products
 9 are "natural."

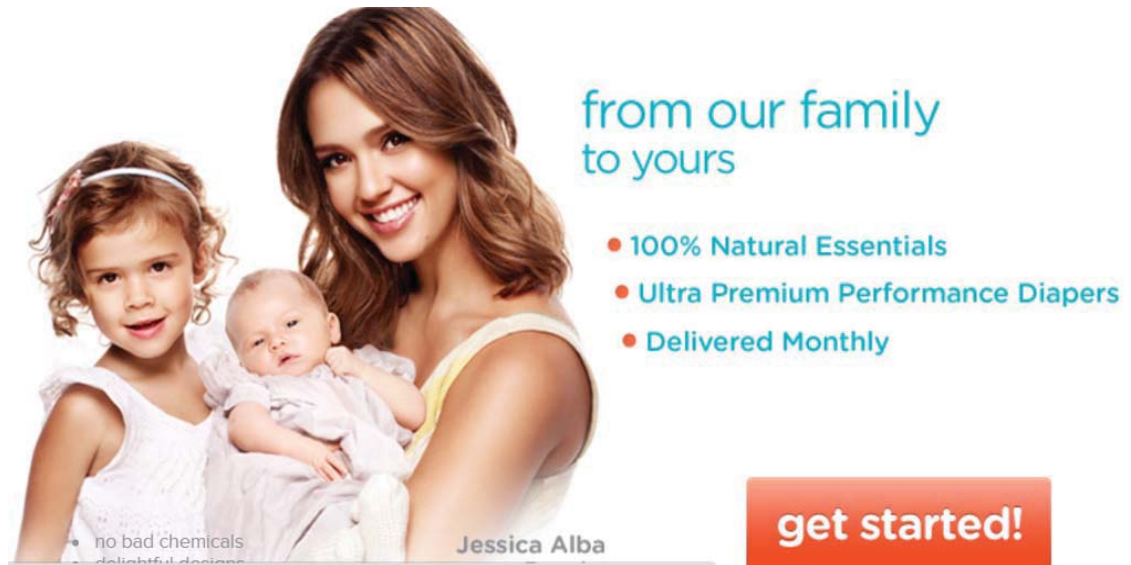
10 44. Defendant amplifies its representations that the Natural Products are
 11 "natural" with supplemental representations, including that the Natural Products
 12 are "all-natural," do not contain harsh chemicals, are safe, are non-toxic, and are
 13 plant-based.

14 *Honest Family Essentials Bundle*

15 45. Starting as early as March 24, 2013, Defendant advertised a group of
 16 products it called the "Family Essentials" or "Essentials" bundle as "all-natural."



23 46. Defendant advertised its company as providing "100% Natural
 24 Essentials"
 25
 26
 27



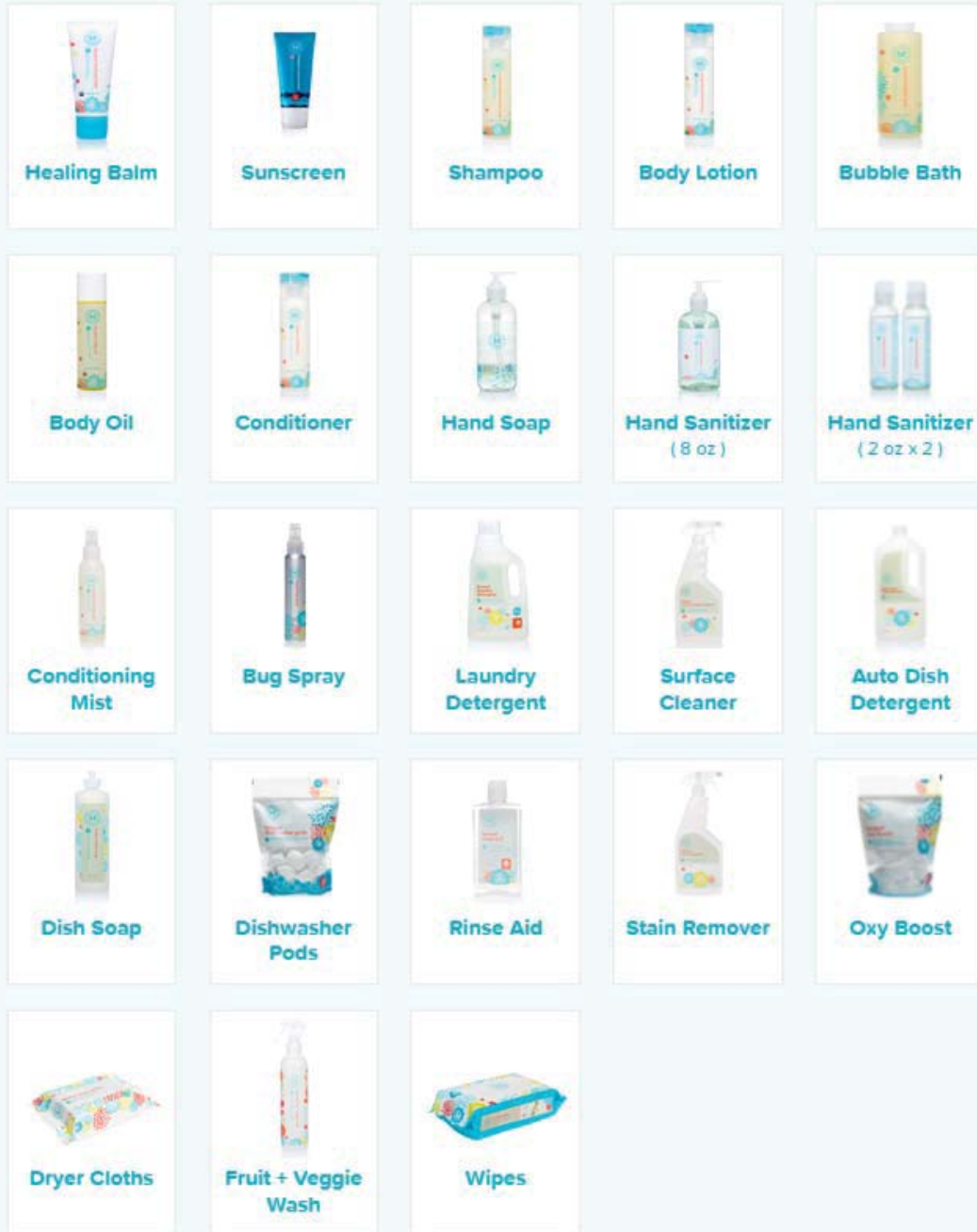
47. Defendant continues to advertise the “Essentials” bundle as “premium, natural & effective personal care & home cleaning essentials.”

48. The “Essentials” bundle has included the following Natural Products and advertised each of the Natural Products as “made with the highest quality all-natural & organic ingredients”: Honest Hand Soap, Honest Dish Soap, Honest Auto Dish Detergent (Gel), Honest Dishwasher Packs, Honest Bubble Bath, Honest Multi-Surface Cleaner, and Honest Shampoo and Body Wash.

Conveniently shipped to your doorstep in our beautiful packaging, all these products are made with the highest quality all-natural & organic ingredients.

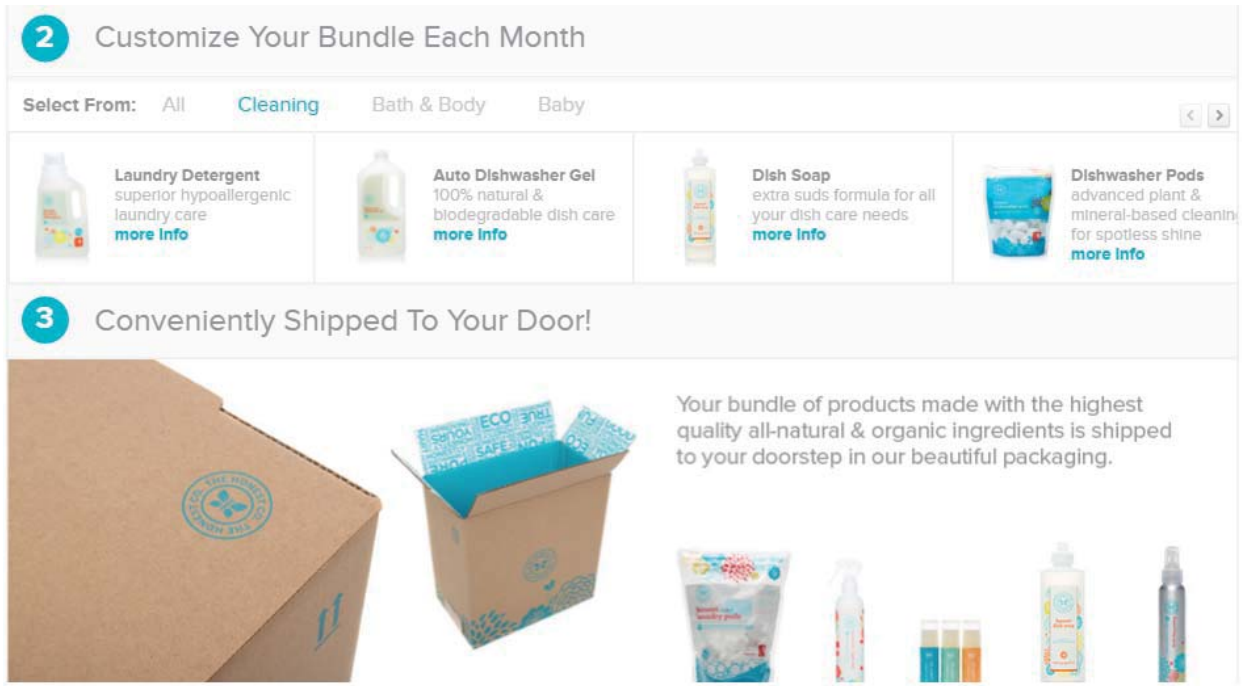
Customize your Bundle each Month!

Every month you can choose any 5 products from our entire line that your family needs & wants most!



49. At various times throughout the Class Period, Defendant has grouped the “Essentials” products together in a single category as “premium natural, non-toxic personal care & home cleaning essentials” and described the same grouping as “bath/skin and household cleaning products for your entire family.”

50. Defendant has offered the “Essentials” bundle as a monthly subscription package for home delivery that customers customize with up to five products within Defendant’s categorized offerings: the “Cleaning” category that includes Honest Laundry Detergent, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Dishwasher Pods, and Honest Dish Soap; the “Bath & Body” category including Honest Hand Soap, Honest Bubble Bath, and Honest Shampoo & Body Wash, or the “Baby” category.



51. Defendant has simultaneously offered all of the products included in the “Family Essentials” bundle for individual purchase online.

Honest Hand Soap

52. Honest Hand Soap product packaging stated and continues to state

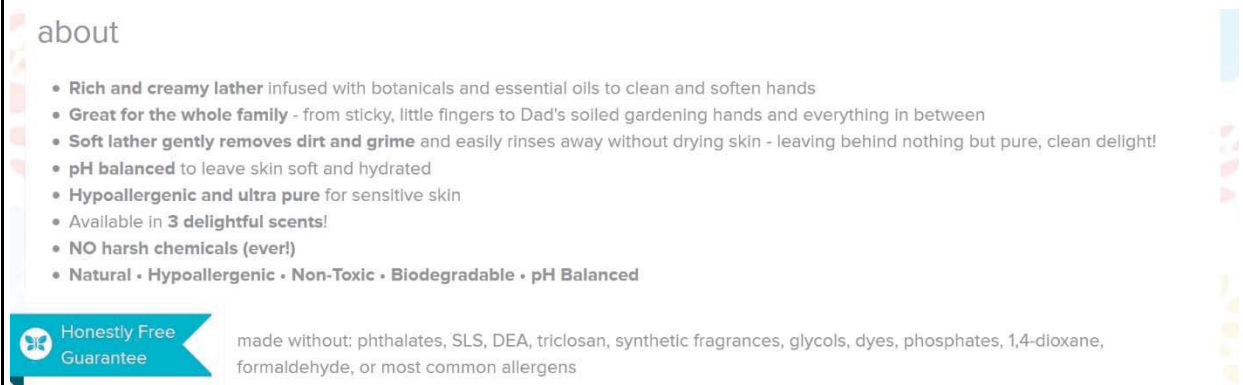
1 that the Honest Hand Soap is “natural.”

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



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

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



25 56. On information and belief, these website statements, and all other
26 statements accessible on Defendant’s Honest website in August of 2015 through
27

1 May of 2016 that are excerpted in this Complaint, were available online during
2 the duration of the Class Period.

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

7 *Honest Dish Soap*

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

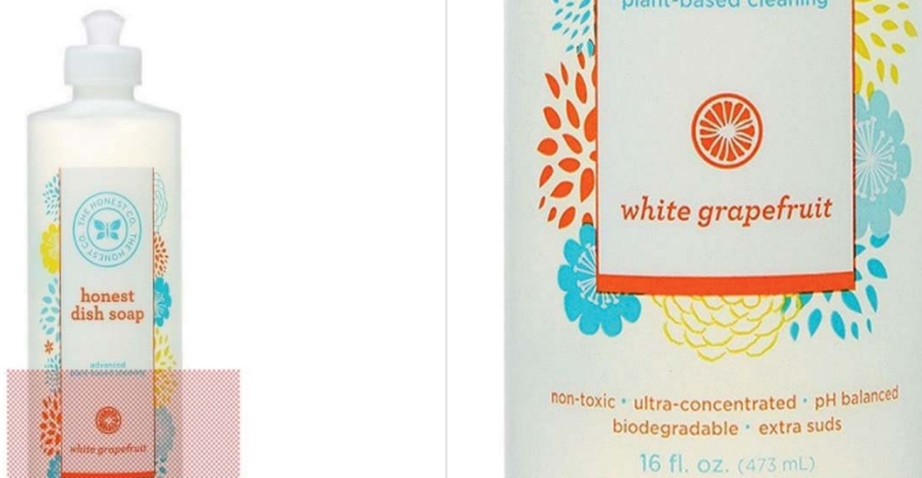
10 59. The product description on Target.com also described and continues
11 to describe Honest Dish Soap as “non-toxic” and containing “no harsh chemicals
12 (ever!),” and in so doing, has amplified Defendant’s representation that Honest
13 Dish Soap is natural.

14 60. 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
24
25
26
27

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



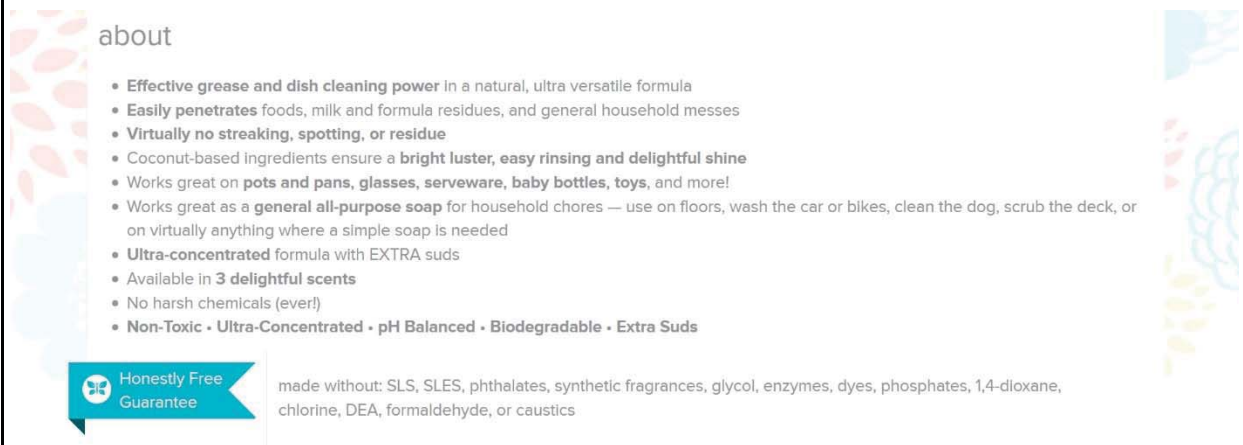
62. Honest Dish Soap product packaging stated and continues to state “plant-based” and “non-toxic,” and in so doing, has amplified its representation that Honest Dish Soap is natural.

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



64. 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.

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



66. By consistently and systematically advertising the Honest Dish Soap as (A) "natural" and (B) "honest" throughout the 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

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

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

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

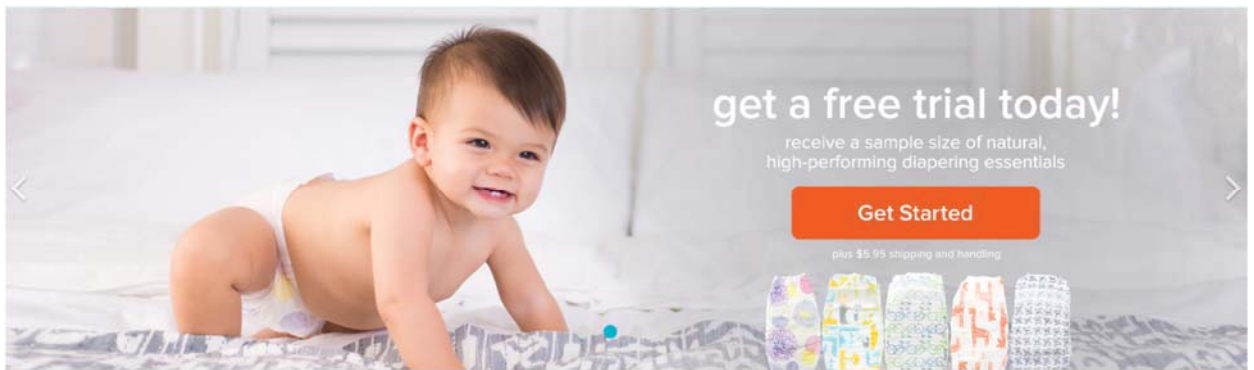
OUR PHILOSOPHY

effective, eco-friendly, utterly adorable.

Diapers and bottles don't have to be boring. And they absolutely shouldn't be un-safe. Enjoy the worry-free fun of honest baby products that are:

- natural • safe • effective

Your baby deserves the very best and that's what we deliver.

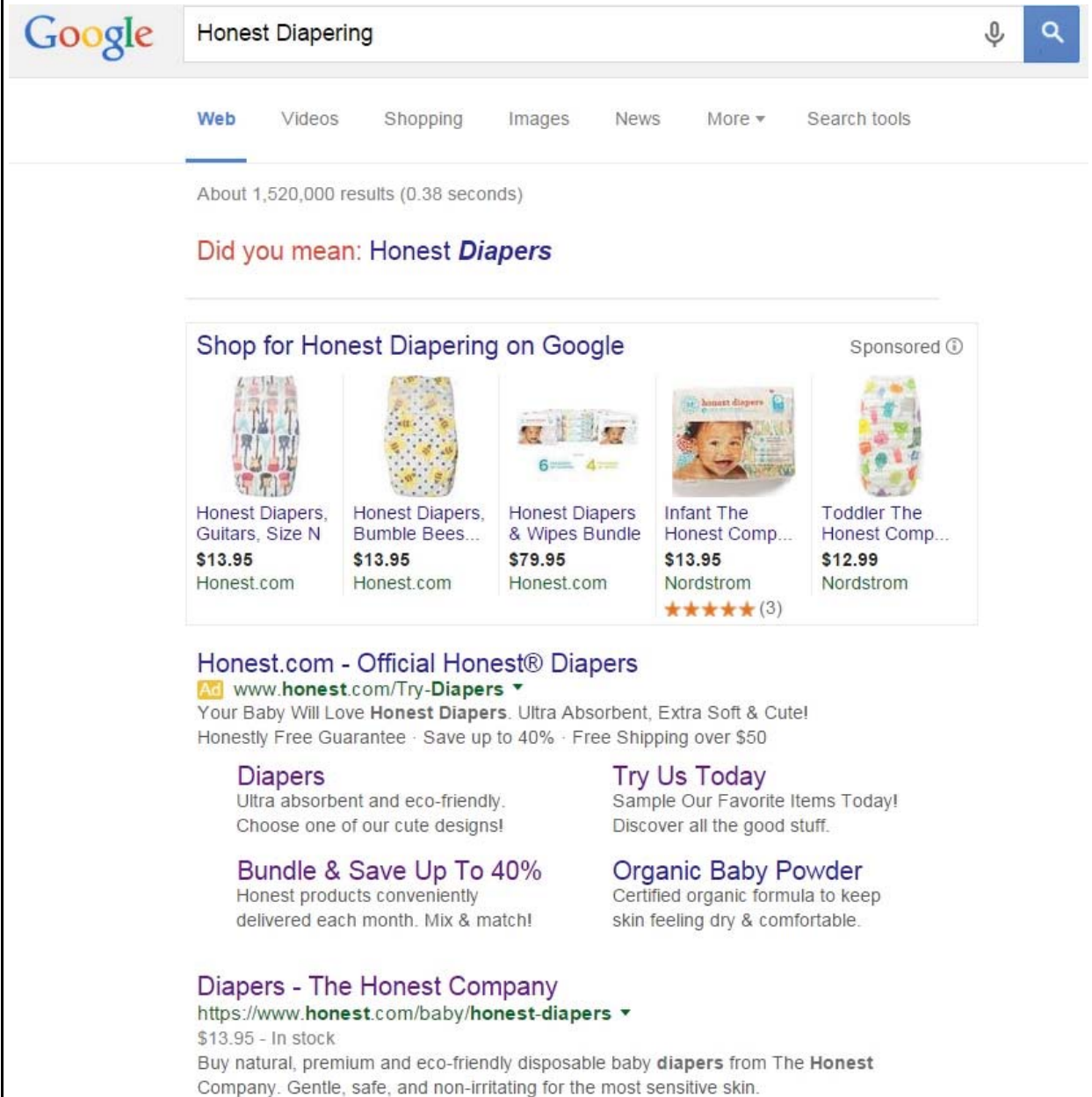


69. The Honest.com “Diapering” section provides the following website “meta-tag” description to search engine crawlers: “<meta content=“Buy safe, natural baby products and eco-friendly disposable diapers. The Honest Company provides bath, skin care and green cleaning products.” name=“description” />.

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22








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...
\$13.95	\$13.95	\$79.95	\$13.95	\$12.99
Honest.com	Honest.com	Honest.com	Nordstrom	Nordstrom
			★★★★★ (3)	

Honest.com - Official Honest® Diapers

Ad www.honest.com/Try-Diapers

Your Baby Will Love **Honest Diapers**. Ultra Absorbent, Extra Soft & Cute!
Honestly Free Guarantee · Save up to 40% · Free Shipping over \$50

<p>Diapers</p> <p>Ultra absorbent and eco-friendly. Choose one of our cute designs!</p>	<p>Try Us Today</p> <p>Sample Our Favorite Items Today! Discover all the good stuff.</p>
<p>Bundle & Save Up To 40%</p> <p>Honest products conveniently delivered each month. Mix & match!</p>	<p>Organic Baby Powder</p> <p>Certified organic formula to keep skin feeling dry & comfortable.</p>

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 72. 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."

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

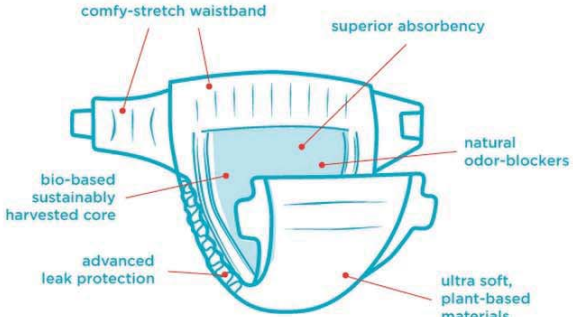
Our ultra absorbent, eco-friendly* diapers — made with naturally derived, plant-based & sustainable materials* — are extra soft, hypoallergenic, free of chlorine processing and additives (like fragrances, lotions, and latex). Oh, and did we mention how adorable they are?

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 core area, 'natural odor-blockers' on the right side, 'ultra soft, plant-based materials' at the bottom right, 'advanced leak protection' at the bottom left, and 'bio-based sustainably harvested core' pointing to the central absorbent area.

74. 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.

75. 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](#)

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

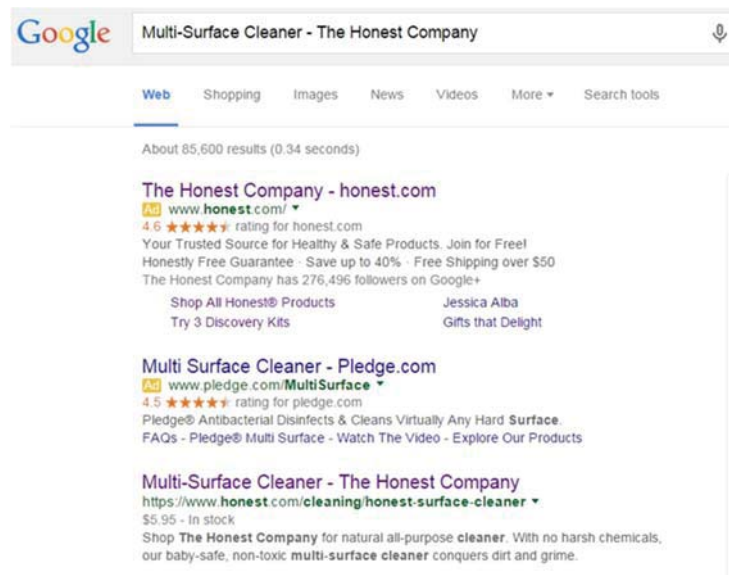
Honest Multi-Surface Cleaner

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

78. 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" />.

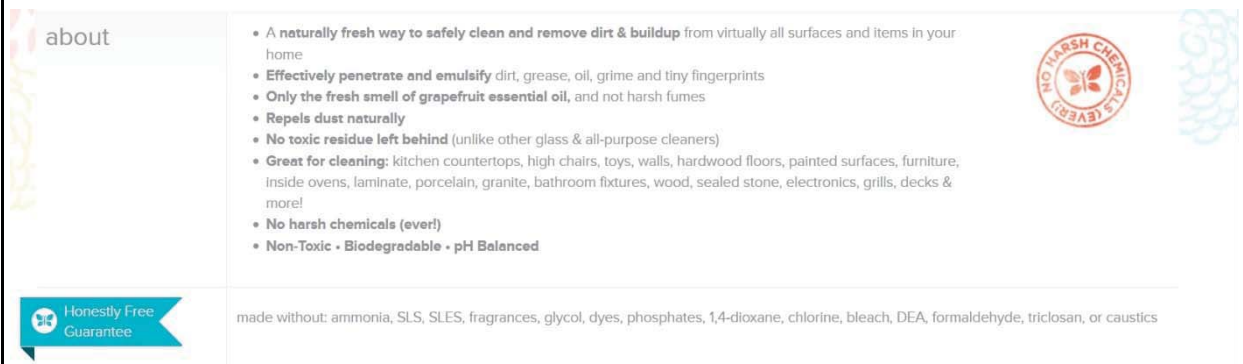
79. As a result of this meta-tag, the representation that Honest Multi-Surface Cleaner is “natural” appears verbatim in Google search results for Honest Multi-Surface Cleaner.

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



81. 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.

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

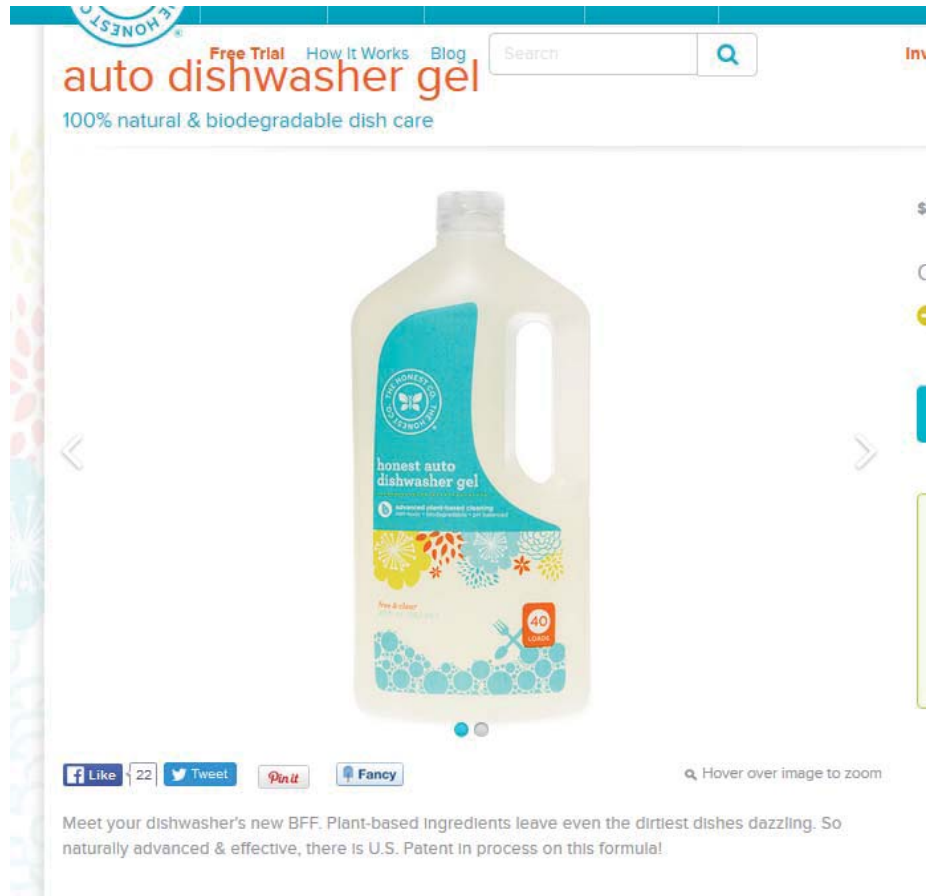


83. By consistently and systematically advertising the Honest Multi-Surface Cleaner as (A) “natural” and (B) “honest” throughout the Class Period, Honest intended that all consumers purchasing Honest Multi-Surface Cleaner would be exposed to these advertising representations, and would take them literally.

Honest Auto Dishwasher Gel

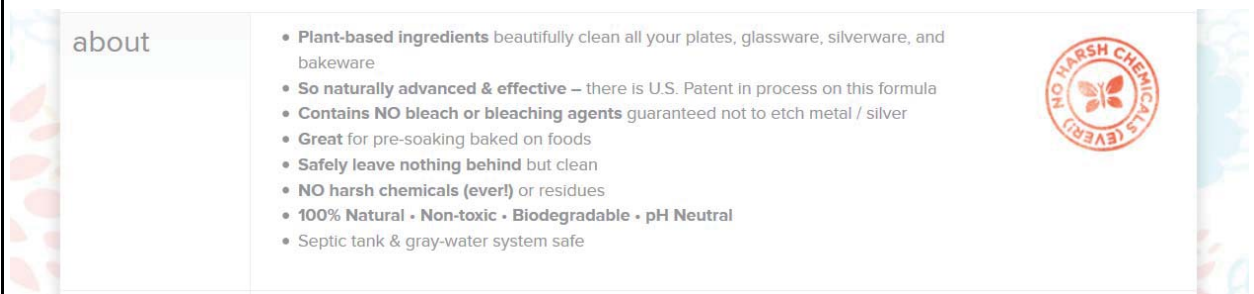
84. Honest.com described Honest Auto Dishwasher Gel as “100% Natural.”

85. In 2014, the following excerpted screenshot appeared on Honest.com, accessible via the Internet Archive Wayback Machine:



86. Honest.com stated that Honest Auto Dishwasher Gel is “naturally advanced.”

87. The following excerpted screenshot appeared on the Internet Archive’s Wayback Machine on May 9, 2016, accessed by inserting the Honest.com Honest Auto Dishwasher webpage, and selecting certain dates in 2013 and 2014:



Honest Dishwasher Packs

88. Honest Dishwasher Packs product packaging stated and continues to state the product consists of “naturally-derived ingredients.”

89. The following excerpted screenshot appeared on Honest.com on May 9, 2016, displaying the product packaging:



90. Honest.com described and continues to describe Honest Dishwasher Packs as consisting of “Naturally-Derived Ingredients.”

91. The following excerpted screenshot appeared on Honest.com on May 9, 2016:

about

- **Dual-action** cleaning and degreasing power in a **concentrated, premeasured pack**
- **Unique plant and mineral-based** ingredients **brilliantly clean** your plates, glassware, cutlery, and bakeware
- Water-soluble, biodegradable pouch makes these premeasured packs super convenient, **without any mess or waste**
- Formulated for standard and European automatic dishwasher models
- Pure rinse formula- NO harsh chemical residues or worries!
- Non-toxic for you and your family
- **Naturally-Derived Ingredients • No Mess and No Waste • Septic Safe • Effective in All Temperatures**

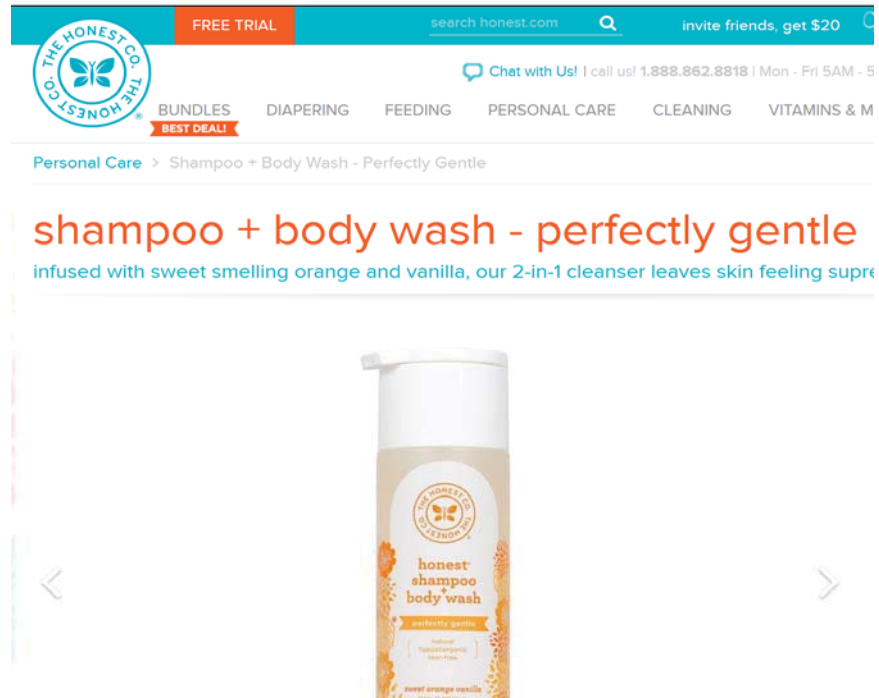
92. By consistently and systematically advertising the Honest Dishwasher Packs as (A) consisting of “naturally-derived ingredients” and (B) “honest” throughout the Class Period, Honest intended that all consumers purchasing Honest Dishwasher Packs would be exposed to these advertising representations, and would take them literally.

Honest Shampoo And Body Wash

93. Honest Shampoo and Body Wash product packaging stated and continues to state that the Honest Shampoo and Body Wash is “natural.”

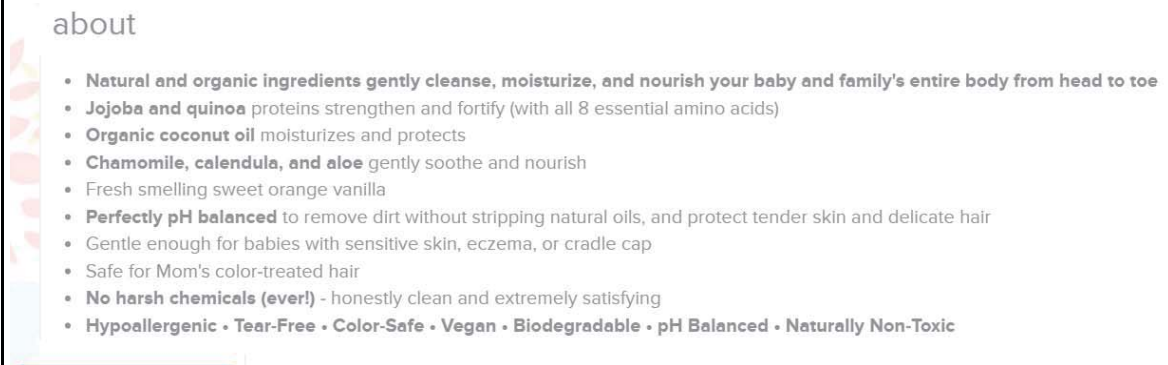


94. The following excerpted screenshot appeared on Honest.com on May 9, 2016, displaying Honest Shampoo and Body Wash product packaging:



95. Honest.com described and continues to describe Honest Shampoo & Body Wash as consisting of “natural and organic ingredients,” and in so doing, has amplified its representation that Honest Shampoo and Body Wash is natural.

96. The following excerpted screenshot appeared on the Internet Archive’s Wayback Machine on May 9, 2016, accessed by inserting the Honest.com Honest Auto Dishwasher webpage, and selecting September 9, 2015:



97. By consistently and systematically advertising the Honest Shampoo and Body Wash as (A) “natural” and (B) “honest” throughout the Class Period,

Honest intended that all consumers purchasing Honest Dishwasher Packs would be exposed to these advertising representations, and would take them literally.

Honest Conditioning Detangler

98. Honest Conditioning Detangler's product packaging stated and continues to state that the Honest Conditioning Detangler is "natural."

99. Defendant displays the product packaging on Honest.com. The following excerpted screenshot appeared on the Internet Archive's Wayback Machine on May 9, 2016, accessed by inserting the Honest.com Honest Conditioning Detangler webpage, and selecting March 15, 2015:



Hover over image to zoom

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

Honest Bubble Bath

101. Honest Bubble Bath’s product packaging stated and continues to state that the Honest Bubble Bath is “natural.”

102. The following excerpted screenshot appeared on Honest.com on May 9, 2016, displaying Honest Bubble Bath product packaging.

bubble bath - perfectly gentle

infused with sweet smelling orange and vanilla, our super foaming bubbles leave skin feeling supremely soft &



103. By consistently and systematically advertising the Honest Bubble Bath (A) “natural” and (B) “honest” throughout the Class Period, Honest

1 intended that all consumers purchasing Honest Bubble Bath would be exposed to
2 these advertising representations, and would take them literally.

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

4 *Natural Goods Advertising*

5 104. Defendant's representations in advertisements and labels are
6 misleading, deceptive, and/or untrue.

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

9 106. "Natural" in the context of Defendant's products means each product
10 contains no artificial ingredients.

11 107. The representation that a product is natural is material to a
12 reasonable consumer.

13 *Synthetic Ingredients Are Not Natural*

14 108. Honest Natural Products that Defendant advertised and/or labeled as
15 "natural" contain non-natural ingredients.

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

- 19 a. Honest Dish Soap
- 20 i. *Methylisothiazolinone*- a synthetic preservative.
- 21 ii. *Cocamidopropyl Betaine*- a synthetic surfactant.
- 22 iii. *Phenoxyethanol*- a synthetic preservative.
- 23 b. Honest Hand Soap
- 24 i. *Phenoxyethanol*- see above.
- 25 c. Honest Multi-Surface Cleaner
- 26 i. *Methylisothiazolinone*- see above.
- 27 d. Honest Diapers

- 1 i. *Sodium Polycrylate*- a petrochemical-based additive.
- 2 e. Honest Auto Dishwasher Gel
- 3 i. *Potassium Sorbate* – a synthetic preservative.
- 4 f. Honest Dishwasher Packs
- 5 i. *Polyvinyl Alcohol* – a synthetic polymer.
- 6 g. Honest Conditioning Detangler
- 7 i. *Caprylyl Glycol* – a synthetic agent.
- 8 h. Honest Shampoo & Body Wash
- 9 i. *Caprylyl Glycol* – see above.
- 10 ii. *Cocamidopropyl Hydroxysultaine* – a synthetic
- 11 surfactant.
- 12 i. Honest Bubble Bath
- 13 i. *Caprylyl Glycol* – see above.

14 110. Synthetic ingredients are artificial, not natural.

15 111. The Environmental Working Group rates many of these ingredients
16 as exceeding the organization’s “low hazard” threshold, according to the
17 following ratings on the organization’s informational website:

- 18 (a) Methylisothiazolinone - EWG Rating: 7 out of 9 – “High
- 19 Hazard.”
- 20 (b) Cocamidopropyl Betaine - EWG Rating: 4 out of 9 –
- 21 “Moderate Hazard.”
- 22 (c) Phenoxyethanol - EWG Rating: 4 out of 9 – “Moderate
- 23 Hazard.”
- 24 (d) Sodium Polycrylate - EWG Rating: 3 out of 9 – “Moderate
- 25 Hazard.”

26 112. Defendant’s own statements on the “honestly blog” concede that
27 these ingredients are not natural.

1 113. Defendant has expressly criticized its competitors for using
2 “preservatives (and ingredients) with synthetic fragrances,” including
3 “Methylisothiazolinone.”

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

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

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

13 117. Defendant stated on the “honestly blog” that Potassium Sorbate is
14 “synthetically produced.”

15 118. Defendant stated on the “honestly blog” that Polyvinyl Alcohol is a
16 “synthetic polymer.”

17 119. Defendant explicitly and impliedly conceded on the “honestly blog”
18 that Caprylyl Glycol is “synthetically made.”

19 120. Defendant stated on the “honestly blog” that Cocamidopropyl
20 Hydroxysultaine is a “surfactant.”

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

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

27

123. 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.

Plaintiffs' Experience with Defendants' Advertising and Products

Plaintiffs' Purchase of the Products

Family Essentials Bundle

124. Plaintiff Julie Hedges purchased a subscription to the "Family Essentials" bundle through Honest.com on or around July 13, 2013. Hedges selected five products from the website's product viewer and purchased a home delivery subscription. Under the terms of the subscription package, known in e-commerce as a "negative option," Hedges was required to opt-out of the subscription to terminate her monthly purchase of the same products. Hedges did not opt-out of the subscription for several months.

Hand Soap

125. Plaintiff Hedges purchased Honest Hand Soap from Honest.com on July 13, 2013.

Dish Soap

126. Plaintiff Hedges purchased Honest Dish Soap from Honest.com on July 13, 2013.

Diapers

127. Plaintiff Hiddlestone purchased Honest Diapers from Honest.com on numerous occasions including on December 1, 2014.

Multi-Surface Cleaner

128. Plaintiff Hedges purchased Honest Multi-Surface Cleaner from Honest.com on July 13, 2013.

1 *Auto Dishwasher Gel*

2 129. Plaintiff Hedges purchased Honest Auto Dishwasher Gel from
3 Honest.com on July 13, 2013.

4 *Dishwasher Packs*

5 130. Plaintiff Hiddlestone purchased Honest Dishwasher Packs from
6 Honest.com on December 1, 2014.

7 *Conditioning Detangler*

8 131. Plaintiff Hiddlestone purchased Honest Conditioning Detangler from
9 Honest.com on May 1, 2015.

10 *Shampoo & Body Wash*

11 132. Plaintiff Hiddlestone purchased Honest Shampoo & Body Wash
12 from Honest.com on May 1, 2015.

13 *Bubble Bath*

14 133. Plaintiff Hedges purchased Honest Bubble Bath from Honest.com on
15 July 13, 2013.

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

17 134. Plaintiffs Julie Hedges and Candace Hiddlestone actually witnessed
18 Defendant's advertising campaign.

19 135. Hedges read and generally believed that Honest products were
20 natural, non-toxic, and plant-based. Hedges saw Defendant's advertising and
21 labeling representations on product packaging, Facebook publications, internet
22 advertising, television advertising and individual product pages.

23 136. When Hedges purchased the Family Essentials Bundle online, she
24 saw and relied upon Defendant's representation that the products were "natural."

25 137. Hedges specifically understood that the Honest products were more
26 expensive than non-natural products on the basis that they were natural, and she
27 reasonably relied on Defendant's "natural" advertising when she purchased the

1 products marked up at a premium as compared to comparable products, based on
2 Defendant's representations on its labels, advertising and marketing that the
3 products were natural.

4 138. Hedges confirmed that the product labels contained representations
5 that the products were "natural" when she received them in the mail, and did not
6 cancel the subscription to receive future packages and be charged for the Honest
7 natural products on that basis, for a duration of six months.

8 139. At some point in time after Hedges purchased the Family Essentials
9 bundle, Defendant announced that the same products would be available at Target
10 outlets. At that point, Hedges began to purchase the same products at her local
11 Target outlet store in Georgia.

12 140. Plaintiff Candace Hiddlestone specifically understood that the
13 Honest products were more expensive than non-natural products on the basis that
14 they were natural, and she reasonably relied on Defendant's "natural" advertising
15 when she purchased the products marked up at a premium as compared to
16 comparable products, based on Defendant's representations on its labels,
17 advertising and marketing that the products were natural.

18 141. Hiddlestone accessed the Honest products and witnessed
19 Defendant's false advertising campaign through Defendant's official mobile
20 application device application. Hiddlestone read Defendant's mission statement,
21 Frequently Asked Questions, and guarantees.

22 142. Hiddlestone followed the company on Facebook and continued
23 receiving "promoted" social media posts and social media advertising after she
24 stopped following the company.

25 143. Hiddlestone read and relied upon Defendant's product
26 representations, both on product labels and in Defendant's advertising, which
27 representations were material to her purchasing decisions.

1 144. 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.

4 145. Plaintiffs Hedges and Hiddlestone did not know and had no reason to
5 suspect that Defendant misrepresented the characteristics of the Honest Natural
6 Products.

7 146. As a result of their payment of a premium to Defendant for these
8 Natural Products, both Hedges and Hiddlestone experienced economic harm.

9 **Plaintiffs' Reliance Was Reasonable**

10 147. Plaintiffs reasonably relied on Defendant's own statements and
11 advertising concerning the particular qualities and benefits of their products.

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

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

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

23 150. Defendant had sufficient notice of its breaches of its express and
24 implied warranties. Defendant had and has exclusive knowledge of the physical
25 and chemical make-up of the Honest Natural Products.
26
27

151. 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 methylisothiazolinone¹:

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.

152. Plaintiffs Hiddlestone and Hedges also timely sent Defendant a letter detailing the bases for their claims of breach of implied and express warranties. This letter was sent 30 days prior to the filing of this complaint.

¹ <https://gimmethegoodstuff.org/the-honest-company-by-jessica-alba-good-bad-or-sneaky/#comments>

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

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

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

8 155. Defendant directly marketed to Plaintiffs through its statements on
9 its websites and packaging.

10 156. Plaintiffs are the intended beneficiaries of the express and implied
11 warranties.

12 **CLASS ACTION ALLEGATIONS**

13 157. Plaintiffs bring this action on behalf of themselves and, pursuant to
14 Rule 23 of the Federal Rules of Civil Procedure, on behalf of a nationwide class
15 (the “Honest Natural Products Class”) that include other similarly situated
16 purchasers of the Honest Products who experienced the same or substantially
17 similar harm as a result of Defendant’s false advertising.

18 **HONEST NATURAL PRODUCTS CLASS:** All U.S. residents who
19 have purchased Honest Dish Soap, Honest Hand Soap, Honest Diapers, Honest
20 Multi-Surface Cleaner, Honest Dishwasher Packs, Honest Dishwasher Gel,
21 Honest Shampoo and Body Wash, Honest Detangling Conditioner, and/or Honest
22 Bubble Bath (the “Natural Product(s)”) during the applicable statute of
23 limitations.

24 The Class excludes any judge or magistrate assigned to this case; all
25 persons who make a timely election to be excluded from the Class; governmental
26 entities; Defendant and any entity in which Defendant has a controlling interest,
27

1 and its officers, directors, legal representatives, successors and assigns; and any
2 person who purchased the Honest Products for resale.

3 158. As used herein, the terms “Natural Products Class Members” shall
4 mean and refer to the members of that Class described above.

5 159. Plaintiffs reserve the right to modify the Class definitions, and to add
6 subclasses, as warranted by facts discovered.

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

10 161. Numerosity—Federal Rule of Civil Procedure 23(a)(1). The
11 members of the Class are so numerous that joinder is impracticable. Upon
12 information and belief, there are at least thousands of individual purchasers of
13 Honest Natural Products. The precise number of Honest Natural Products Class
14 Members is unknown to Plaintiffs, but may be ascertained, including by objective
15 criteria. Members of the class may be notified of the pendency of this action by
16 recognized, Court-approved notice dissemination methods.

17 162. Commonality and Predominance—Federal Rules of Civil Procedure
18 23(a)(2) & 23(b)(3). This action involves common questions of law or fact,
19 which predominate over any questions affecting individual members of the Class.
20 Common questions include:

21 (a) Whether Defendant owed a duty of care to the Honest Natural
22 Products Class.

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

25 (c) Whether Defendant’s representations in advertising and/or labeling
26 are false, deceptive, and misleading;
27

1 (d) Whether those representations are likely to deceive a reasonable
2 consumer;

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

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

7 (g) Whether a representation that a product is natural is material to a
8 reasonable consumer of natural products;

9 (h) Whether California law applies to the claims of the proposed Class;

10 (i) Whether Defendant breached express and implied warranties;

11 (j) Whether Defendant violated California Business and Professions
12 Code § 17200 *et seq.*;

13 (k) Whether Defendant violated California Business and Professions
14 Code § 17500 *et seq.*;

15 (l) Whether Defendant violated California Civil Code § 1750 *et seq.*;

16 (m) Whether Defendant was unjustly enriched;

17 (n) Whether Plaintiffs and the members of the Class are entitled to
18 actual, statutory, and punitive damages; and

19 (l) Whether Plaintiffs and members of the Class are entitled to
20 declaratory and injunctive relief.

21 163. Defendant engaged in a common course of conduct giving rise to the
22 legal rights sought to be enforced by Plaintiffs each individually and on behalf of
23 the other members of the Class. Identical statutory violations and business
24 practices and harms are involved. Individual questions, if any, are not prevalent
25 in comparison to the numerous common questions that dominate this action.

26 164. Typicality—Federal Rule of Civil Procedure 23(a)(3). Plaintiffs’
27 claims are typical of the claims of the other members of the Class because, among

1 other things, all members of the Class were comparably injured through the
2 uniform misconduct described above and were subject to Defendant's false,
3 deceptive, misleading, and unfair labeling and marketing practices, including the
4 false claims that the Honest Natural Products are natural. Plaintiffs do not have
5 any interests adverse to the Class.

6 165. Adequacy of Representation—Federal Rule of Civil Procedure
7 23(a)(4). Plaintiffs are adequate representatives of the members of the Class
8 because their interests do not conflict with the interests of the other members of
9 the Class; they have retained competent counsel with experience in complex class
10 action litigation; and Plaintiffs will prosecute this action vigorously. The interests
11 of the members of the Class will be fairly and adequately protected by Plaintiffs
12 and their counsel.

13 166. Declaratory and Injunctive Relief—Federal Rule of Civil Procedure
14 23(b)(2). Defendant has acted or refused to act on grounds generally applicable
15 to Plaintiffs and other members of the Class, thereby making appropriate final
16 injunctive relief and declaratory relief, as described below, with respect to the
17 members of the Class, each as a respective whole.

18 167. Superiority—Federal Rule of Civil Procedure 23(b)(3). A class
19 action is superior to any other available means for the fair and efficient
20 adjudication of this controversy, and no unusual difficulties are likely to be
21 encountered in the management of this class action. The damages or other
22 financial detriment suffered by Plaintiffs and the other members of the Class are
23 relatively small compared to the burden and expense that would be required to
24 individually litigate their claims against Defendant, so it would be impracticable
25 for members of the Class to seek redress for Defendant's wrongful conduct on an
26 individual basis. Individualized litigation would also pose the threat of
27 significant administrative burden to the court system. Individual cases would

1 create the potential for inconsistent or contradictory judgments, and would
 2 increase delay and expense to all parties and the court system. By contrast the
 3 class action device presents far fewer management difficulties and provides the
 4 streamlined benefits of singular adjudication and comprehensive supervision by
 5 one court. Given the similar nature of the class members' claims, the Class will
 6 be easily managed by the Court and the parties and will be managed more
 7 efficiently in this integrated class action than through multiple separate actions in
 8 the various states.

9 **CLAIMS FOR RELIEF**

10 **FIRST CLAIM FOR RELIEF**

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

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

13 168. Plaintiffs hereby incorporate by reference the allegations contained
 14 in this Complaint.

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

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

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

23 172. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(9),
 24 which prohibits "Advertising goods . . . with intent not to sell them as
 25 advertised."
 26
 27

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

4 174. Honest Products are "goods" within the meaning of Civil Code §
5 1761(a) and § 1770.

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

7 176. Plaintiffs and the members of the Class are "consumers" within the
8 meaning of Civil Code § 1761(d) and § 1770.

9 177. Plaintiffs Hiddlestone and Hedges, and members of the Class
10 purchased Honest Dish Soap, Honest Hand Soap, Honest Diapers, Honest Multi-
11 Surface Cleaner, Honest Dishwasher Packs, Honest Dishwasher Gel, Honest
12 Shampoo and Body Wash, Honest Detangling Conditioner, and/or Honest Bubble
13 Bath for personal, family, and household purposes as meant by Civil Code §
14 1761(d).

15 178. Each purchase of the Honest Products by Plaintiffs and each member
16 of the Class constitutes a "transaction" within the meaning of Civil Code §§
17 1761(e) and 1770.

18 179. In fact, Plaintiffs Hiddlestone and Hedges and the Honest Natural
19 Products Class Members relied upon the representations in advertising and labels
20 to their detriment and paid a higher price for Honest Natural Products than they
21 would have paid for products that are not natural.

22 180. Defendant's conduct is ongoing and, unless restrained, likely to
23 recur.

24 181. Plaintiffs, on behalf of themselves and members of the Class, seek
25 injunctive relief prohibiting Defendant from engaging in the misconduct
26 described herein.

27 182. Plaintiffs seek attorneys' fees and costs as allowed by law.

183. CLRA Civil Code § 1782(d) codifies Plaintiffs' right to amend without leave of court to include a request for damages.

184. On April 27, 2016, Plaintiffs Hiddlestone and Hedges sent a CLRA § 1782 (a) notice letter to Defendant, a copy of which is attached hereto as Exhibit A. Defendant has failed to provide appropriate relief for its violations of CLRA §§ 1770(a)(5), (7), (9) and (16) within 30 days of this notification. In accordance with Civ. Code 1782(b), Plaintiffs and the Class are entitled, under Civ. Code § 1780, to recover and obtain the following relief for Defendant's violations of CLRA §§ 1770(a)(5),(7), (9) and (16):

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

185. Attached as Exhibit B, Plaintiff Hiddlestone states facts showing that this action was filed in a court described as a proper place for the trial of the action.

SECOND CLAIM FOR RELIEF

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

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

187. California's False Advertising Law, Business & 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

1 disseminated . . . from this state before the public in any state, in any newspaper
2 or other publication, or any advertising device, or by public outcry or
3 proclamation, or in any other manner or means whatever, including over the
4 Internet, any statement . . . which is untrue or misleading, and which is known, or
5 which by the exercise of reasonable care should be known, to be untrue or
6 misleading”

7 188. Defendant’s acts and practices as described herein have deceived
8 and/or are likely to deceive Plaintiffs and the Honest Natural Products Class
9 Members.

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

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

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

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

24 193. In fact, Plaintiffs and the members of the Class relied upon
25 Defendant’s statements to their detriment.

194. The above described untrue and misleading marketing representations Honest disseminated continue to have a likelihood to deceive Plaintiffs and members of the Class.

195. Plaintiffs and the members of the Class have experienced an economic injury as a result of Defendant's untrue and/or misleading statements.

196. Plaintiffs Hiddlestone and Hedges and the members of the Honest Natural Products Class purchased Honest Natural Products and paid a premium for them based on Defendant's untrue and/or misleading statements.

197. Plaintiffs on behalf of all members of the Class seek equitable relief requiring Defendants to refund and restore to Plaintiffs and all members of the Class the premiums they paid for Honest Natural Products in an amount to be determined by this Court but at least \$5,000,000, and injunctive relief prohibiting Defendants from engaging in the misconduct described herein.

THIRD CLAIM FOR RELIEF

For Violation of California's Unfair Competition Law

California Business and Professions Code §§ 17200, *et seq.*

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

199. Plaintiffs assert this claim on behalf of themselves and the members of the Class against Defendant.

200. Defendant's misconduct violated the Unfair Competition Law, Business and Professions Code §§ 17200 et seq. ("UCL").

201. Defendant's misconduct is unlawful under the UCL, as it violates:

(a) California's FAL, California Business & Professions Code §§ 17500 *et seq.*, as set forth more fully above, *supra*.

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

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
3 affecting 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
6 purpose of inducing, or which is likely to induce, the purchase of food, drugs,
7 devices, 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.

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

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

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

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

20 206. Plaintiffs and the members of the Class 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.

25 207. 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 Class, were and are likely to be deceived thereby.

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

7 209. Defendant's conduct is ongoing and unless restrained, likely to recur.

8 210. Plaintiffs and each Class Member has been injured in fact, and has
9 lost money or property, and each is entitled to restitution and injunctive relief.

10 211. Defendant should be required to pay damages and/or make
11 restitution to Plaintiffs and the members of the Class and pay for Plaintiffs' in an
12 amount to be determined by this Court but at least \$5,000,000 in the aggregate, as
13 well as Plaintiffs' and the Class members' attorneys' fees.

14 **FOURTH CLAIM FOR RELIEF**

15 **BREACH OF EXPRESS WARRANTY**

16 212. Plaintiffs hereby incorporate by reference the allegations contained
17 in this Complaint.

18 213. As set forth hereinabove, Defendant made representations to
19 Plaintiffs and members of the Class that, among other things, Honest Natural
20 Products are "natural."

21 214. The representations set forth herein as to the Natural Products
22 constitute express warranties.

23 215. These promises became part of the basis of the bargain between the
24 parties and thus constituted express warranties.

25 216. Plaintiffs and the Class Members reasonably relied on these
26 promises.

1 217. On the basis of these express warranties, Defendant sold and
2 Plaintiffs and the Honest Natural Products Class Members purchased the Honest
3 Natural Products.

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

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

13 220. As a proximate result of Defendant's breaches of warranty, Plaintiffs
14 and members of the Class have been damaged in an amount to be determined at
15 trial.

16 **FIFTH CLAIM FOR RELIEF**

17 **Quasi-Contract (Money Had and Received)**

18 221. Plaintiffs hereby incorporate by reference the allegations contained
19 in this Complaint.

20 222. Defendant unjustly retained a benefit at the expense of Plaintiffs and
21 the members of the Class in the form of substantial revenues and payments from
22 Plaintiffs and the members of the Class for the Honest Products and from
23 Defendant's conduct in misrepresenting the Honest Products in labels and
24 advertisements.

25 223. Based on the mistake, Plaintiffs and the members of the Class paid
26 for the Honest Products.
27

1 224. It would be unjust and inequitable for Defendant to retain the
2 benefits it received and continues to receive from Plaintiffs Hiddlestone and
3 Hedges and the Honest Natural Products Class Members for the premiums they
4 paid in exchange for products Defendant falsely represented as “natural,” absent
5 full repayment to Plaintiffs Hiddlestone and Hedges and the Honest Natural
6 Products Class Members who purchased the Honest Natural Products.

7 225. Plaintiffs seek restitution on all of the inequitable payments and
8 profits Defendant retained from Plaintiffs and the members of the Class in an
9 amount to be determined by this Court but at least \$5,000,000.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for:

12 A. An order certifying the Class and appointing Plaintiffs as the
13 representatives of the Class, and appointing counsel of record for Plaintiffs as
14 counsel for the Class;

15 B. Declaratory and injunctive relief as permitted by law or equity,
16 including enjoining Defendant from continuing the unlawful practices described
17 herein, and directing Defendant to identify, with Court supervision, victims of the
18 misconduct and pay them restitution and disgorgement of all profits and unjust
19 enrichment Defendant acquired by means of any business practice declared by
20 this Court to be unlawful, unfair, and fraudulent;

21 C. An Order for Defendant to engage in a corrective advertising
22 campaign;

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

25 E. Restitution, disgorgement, and/or constructive trust on all of the
26 inequitable payments and profits Defendant retained from Plaintiffs and the
27

1 members of the Class, including under CLRA § 1780(a)(2), in an amount to be
2 determined by this Court but at least \$5,000,000;

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

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

7 H. Expenses and costs of this action;

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

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

11
12 Dated: September 19, 2016

13 By /s/ Nicholas A. Carlin

14 Nicholas A. Carlin
15 Brian S. Conlon
16 Phillips, Erlewine, Given & Carlin LLP
17 39 Mesa Street, Suite 201-The Presidio
18 San Francisco, CA 94129
19 Telephone: 415-398-0900
20 Email: nac@phillaw.com
21 bsc@phillaw.com

18 /s/ Leonard B. Simon

19 The Law Offices of Leonard B. Simon
20 655 West Broadway, Suite 1900
21 San Diego, CA 92101
22 Telephone: 619-338-4549
23 Email: lsimon@rgrdlaw.com

22 /s/ Rebecca A. Peterson

23 Rebecca A. Peterson
24 Robert K. Shelquist
25 Lockridge, Grindal, Nauen P.L.L.P.
26 100 Washington Avenue South,
27 Suite 2200
Minneapolis, MN 55401
Telephone: 312-339-6900
Email: rapeterson@locklaw.com
rkshelquist@locklaw.com

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

/s/ Jon W. Borderud
Jon W. Borderud
Law Offices of Jon W. Borderud
2028 Cliff Drive
Santa Barbara, CA 93109
Telephone: 310-621-7004
Email: borderudlaw@cox.net

/s/ Charles J. LaDuca
Charles J. LaDuca
Cuneo Gilbert & LaDuca, LLP
8120 Woodmont Avenue, Suite 810
Bethesda, MD 20814
Phone: (202) 789-3960
Fax: (202) 789-1813
charles@cuneolaw.com

/s/ Michael J. Flannery
Michael J. Flannery
Cuneo Gilbert & LaDuca, LLP
7733 Forsyth Boulevard, Suite 1675
St. Louis, MO 63105
Telephone: 314.226.1015
Facsimile: 202.789.1813
mflannery@cuneolaw.com

/s/ J. Barton Goplerud
J. Barton Goplerud
Brian O. Marty
Hudson Mallaney Shindler & Anderson
5015 Grand Ridge Drive, Suite 100
West Des Moines, Iowa 50265
Telephone: 515.223.4567
Facsimile: 515.223.8887
jbgoplerud@hudsonlaw.net
bomarty@hudsonlaw.net

Attorneys for Plaintiffs Candace
Hiddlestone and Julie Hedges

JURY DEMAND

Plaintiffs hereby demand a jury trial on all issues so triable.

Dated: September 19, 2016

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

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

April 27, 2016

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

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

Re: Violation of Express and Implied Warranties and the California Consumer Legal Remedies Act.

Dear Sirs:

We represent Candace Hiddlestone, Julie Hedges, and Elan Schieffelin: purchasers of The Honest Company's products, including: Honest Sunscreen, Honest Diapers, Honest Hand Soap, Honest Dish Soap, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Conditioning Detangler, Honest Multi-Surface Cleaner, Honest Shampoo & Body Wash, and Honest Bubble Bath. Ms. Hiddlestone, Ms. Hedges, and Ms. Schieffelin purchased these products from September of 2012 through August of 2015.

This letter constitutes notice that The Honest Company ("Honest") is in violation of California's false advertising laws and has breached numerous warranties made on its product labeling and publicized through its website Honest.com and other advertising. Please be advised that Honest's misconduct violates the California Consumer Legal Remedies Act ("CLRA") and likewise breaches express and implied product warranties.

During that period, Honest falsely represented that the naturally advertised products were "natural," "all-natural," "100% natural," "naturally derived," and/or work "naturally." Honest also advertised the Honest Sunscreen as "effective," "super effective," "highly effective," and "safe," and represented that the product provides "broad-spectrum mineral-based protection" or "natural mineral based sun protection." Each of Honest's representations constituted an express warranty about the nature and ingredients of the products our clients purchased, and each representation gave rise to causes of action under the CLRA and for breach of express and implied warranties.

Brian Lee
Craig Gatarz
April 27, 2016
Page 2 of 5

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

1. Honest has misrepresented Honest Sunscreen, Honest Diapers, Honest Hand Soap, Honest Dish Soap, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Conditioning Detangler, Honest Multi-Surface Cleaner, Honest Shampoo & Body Wash, and Honest Bubble Bath as having characteristics, ingredients, uses, and benefits that they do not have (Cal. Civ. Code §1770(a)(5));

2. Honest has misrepresented these same products as fulfilling a particular standard, quality, or grade, when they are of another (Cal. Civ. Code § 1770(a)(7));

3. Honest advertised these products with the intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)); and

4. Honest represented the products 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)).

In many cases, Honest's advertising has changed over time, including as noted on March 8, 2016 in a Wall Street Journal investigative report that suggests Honest's supply chain is not reliably policed and audited to ensure Honest's product offerings comply with its product advertising. Almost without exception, Honest continues to label and advertise its naturally advertised products as "natural," or states that they work "naturally," when Honest knows the products contain synthetic ingredients.

Honest's false representations about the "natural" or "all-natural" ingredients in its products include, without limitation, the following:

Honest Diapers

Honest advertised the Honest Diapers as "natural" in the Diapering section of its website. Honest.com's product page for the diapers also stated they are "naturally derived." Contrary to Honest's representations in product descriptions on Honest.com, Honest's Diapers contain Sodium Polycrylate: a petrochemical-based additive. The Environmental Working Group rates this ingredient as exceeding the organization's "low hazard" threshold, and has stated that Sodium Polycrylate deserves a 3 out of 9 rating for "Moderate Hazard."

Family Essentials Bundle

Honest has advertised a family essentials bundle of consumer products on Honest.com ("Family Essentials" or "Essentials"). Honest falsely represented all the Family Essentials products were all-natural. Honest repeated this false statement across its website: "all these products are made with the highest quality all-natural & organic ingredients." Honest offered the following Family

Brian Lee
 Craig Gatarz
 April 27, 2016
 Page 3 of 5

Essentials products on Honest.com: Honest Hand Soap, Honest Dish Soap, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Conditioning Detangler, Honest Multi-Surface Cleaner, Honest Shampoo & Body Wash, and Honest Bubble Bath. Honest represented Family Essentials was a single product line, stating: "Choose from a growing line of natural, non-toxic personal care & home cleaning essentials." Honest continues to describe Essentials in its Frequently Asked questions webpage as "all derived from natural and organic ingredients."

Honest advertised the Essentials as natural on individual product labels and individual product pages on Honest.com. Honest labelled and advertised Honest Hand Soap individually as "Natural" on its Honest.com product page. Honest advertised Honest Dish Soap as "Natural" on the Target.com website and added that it has a "natural" formula. Honest also advertised the Honest Conditioning Detangler on Target.com for certain ingredients' ability to "naturally soften and nourish" Honest advertised Honest Auto Dishwasher Gel as "100% natural & biodegradable" on its Honest.com product page. Honest advertised Honest Dishwasher Packs' "Naturally-Derived Ingredients." Honest advertised the Honest Multi-Surface Cleaner as "naturally fresh," representing the cleaner "[r]epels dust naturally." Honest labeled Honest Shampoo & Body Wash "natural." Honest also labelled Honest Bubble Bath "natural." Each of these statements amplifies Honest's statement that all of the family essentials products are natural.

Contrary to Honest's representations in advertisements and labels, including in product descriptions on Honest.com, Honest's Family Essentials products contain non-natural ingredients as follows:

- a. Honest Diapers
 - a. Sodium Polycrylate- a petrochemical-based additive.
- b. Honest Hand Soap
 - a. Phenoxyethanol – a synthetic preservative
- c. Honest Dish Soap
 - a. Cocamidopropyl Betaine – a synthetic surfactant
 - b. Methylisothiazolinone – a synthetic preservative
 - c. Phenoxyethanol – see above
- d. Honest Auto Dishwasher Gel
 - a. Potassium Sorbate – a synthetic preservative
- e. Honest Dishwasher Packs
 - a. Polyvinyl Alcohol – a synthetic polymer
- f. Honest Conditioning Detangler
 - a. Caprylyl Glycol – a synthetic agent
- g. Honest Multi-Surface Cleaner
 - a. Methylisothiazolinone – see above
- h. Honest Shampoo & Body Wash
 - a. Caprylyl Glycol – see above
 - b. Cocamidopropyl Hydroxysultaine – a synthetic surfactant
- i. Honest Bubble Bath
 - a. Caprylyl Glycol – see above

Brian Lee
Craig Gatarz
April 27, 2016
Page 4 of 5

b. Cocamidopropyl Hydroxysultaine – see above

The Environmental Working Group rates many 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) Potassium Sorbate – EWG Rating: 3 out of 9 – "Moderate Hazard."

Honest Sunscreen

Honest oversold its sunscreen as effective, highly effective, and safe, and as providing "broad-spectrum mineral-based protection" or "natural mineral based sun protection." In practice, the Sunscreen was not remotely effective or safe. Ms. Schieffelin purchased the Sunscreen in June of 2015, and she and her family used and applied the Sunscreen diligently during an outdoors trip. To her entire family's dismay, Ms. Schieffelin, her husband, and her two year old child experienced severe sunburn. Honest's representations were material to the consuming public, as evidenced by Honest's nationwide advertising campaign to promote its sunscreen as effective, safe, and providing broad-spectrum sun protection. In the context of sunscreen, effective means the product works and prevents sunburn. Honest's sunscreen failed to produce this effect.

Based on the foregoing, PLEASE TAKE NOTICE that the Honest Company is in violation of the California Legal Remedies Act, and in breach of its express and implied warranties. We demand that within 30 days of receiving this letter, Honest agree to immediately and permanently discontinue its marketing practices described above and refund the purchase price paid by Honest consumers who purchased "natural" products that contained synthetic ingredients.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies:

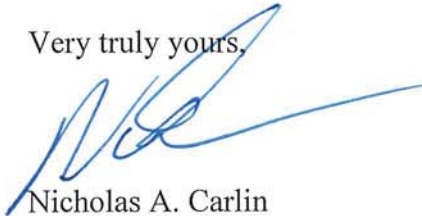
- Declaratory and injunctive relief;
- An order to engage in a corrective advertising campaign;
- Actual damages;
- Restitution;
- Disgorgement of profits;
- Punitive and exemplary damages;
- Attorneys' fees;
- Litigation costs and expenses; and
- Pre-judgment and post-judgment interest.

Brian Lee
Craig Gatarz
April 27, 2016
Page 5 of 5

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 the 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.

Thank you for your time and consideration in this matter.

Very truly yours,

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

Nicholas A. Carlin

cc: William P. Donovan, Jr., Esq.

EXHIBIT B

1 NICHOLAS A. CARLIN (SB 112532)
nac@phillaw.com
2 BRIAN S. CONLON (SB 303456)
bsc@phillaw.com
3 PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP
39 Mesa Street, Suite 201
4 The Presidio
San Francisco, CA 94129
5 Tel: 415-398-0900
Fax: 415-398-0911
6

7 Leonard B. Simon (CSB #58310)
The Law Offices of Leonard B. Simon
8 655 West Broadway, Suite 1900
San Diego, CA 92101
9 Tel: 619-338-4549
Fax: 619-231-7423
10 Email: lsimon@rgrdlaw.com

11 REBECCA A. PETERSON (SB 241858)
rapeterson@locklaw.com
12 ROBERT K. SHELQUIST
rkshelquist@locklaw.com
13 LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
14 Minneapolis, MN 55401
Tel: 612-339-6900
15 Fax: 612 339-0981

16 Additional Counsel Listed on Signature Page
17 Attorneys for Plaintiffs
18

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

21 CANDACE HIDDLESTONE and
22 JULIE HEDGES, each individually and
23 on behalf of all those similarly situated,

24 Plaintiffs,

25 v.

26 THE HONEST COMPANY, INC.

27 Defendant.
28

Case No:

**DECLARATION OF CANDACE
HIDDLESTONE**

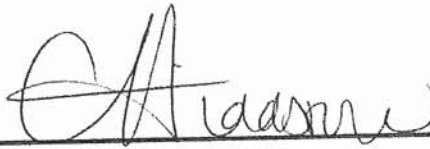
1 I, Candace Hiddlestone, declare and state as follows:

2 1. I am over the age of 18, and the named plaintiff in this class-action
3 lawsuit. Unless otherwise stated, the facts contained in this declaration are based
4 on my personal knowledge, and if called upon to do so, I can testify as to the
5 facts contained herein.
6

7 2. The complaint in this action, filed concurrently with this declaration,
8 is filed in the proper place for trial under California Civil Code §1780(d),
9 because it is a county in which the Defendant The Honest Company, Inc. does
10 business, and where a substantial portion of the marketing claims have occurred.
11
12

13 I declare under penalty of perjury under the laws of the United States and
14 the State of California that the foregoing is true and correct.
15

16 Executed this 19 day of September, 2016 at La Jolla, California.
17

18 
19
20 Candace Hiddlestone
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)
CANDACE HIDDLESTONE and JULIE HEDGES,
each individually and on behalf of all those similarly
situated

DEFENDANTS (Check box if you are representing yourself ☐)
THE HONEST COMPANY, INC

(b) County of Residence of First Listed Plaintiff San Diego

County of Residence of First Listed Defendant Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are
representing yourself, provide the same information.

Nicholas A. Carlin
Phillips, Erlewine, Given & Carlin LLP
39 Mesa Street, Suite 201 - The Presidio
San Francisco, CA 94129
Telephone: 415-398-0900 (see next page for additional counsel for Plaintiffs)

Attorneys (Firm Name, Address and Telephone Number) If you are
representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

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

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding
☐ 2. Removed from State Court
☐ 3. Remanded from Appellate Court
☐ 4. Reinstated or Reopened
☐ 5. Transferred from Another District (Specify)
☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. 1332

VII. NATURE OF SUIT (Place an X in one box only).

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	LABOR	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

HIDDLESTONE, et al. v. THE HONEST COMPANY, INC.
USDC Central District of California No. _____

ATTACHMENT TO CIVIL COVER SHEET

ADDITIONAL PLAINTIFFS' COUNSEL

<p>The Law Offices of Leonard B. Simon lsimon@rgrdlaw.com 655 West Broadway, Suite 1900 San Diego, CA 92101 Telephone: 619-338-4549</p>	<p>Rebecca A. Peterson rapeterson@locklaw.com Robert K. Shelquist rkshelquist@locklaw.com Lockridge, Grindal, Nauen P.L.L.P. 100 Washington Avenue South, Suite 2200 Minneapolis, MN 55401 Telephone: 312-339-6900</p>
<p>Jon W. Borderud borderudlaw@cox.net Law Offices of Jon W. Borderud 2028 Cliff Drive Santa Barbara, CA 93109 Telephone: 310-621-7004</p>	<p>Charles J. LaDuca charles@cuneolaw.com Cuneo Gilbert & LaDuca, LLP 8120 Woodmont Avenue, Suite 810 Bethesda, MD 20814 Phone: (202) 789-3960</p>
<p>Michael J. Flannery mflannery@cuneolaw.com Cuneo Gilbert & LaDuca, LLP 7733 Forsyth Boulevard, Suite 1675 St. Louis, MO 63105 Telephone: 314.226.1015 Facsimile: 202.789.1813</p>	<p>J. Barton Goplerud jbgoplerud@hudsonlaw.net Brian O. Marty bomarty@hudsonlaw.net Hudson Mallaney Shindler & Anderson 5015 Grand Ridge Drive, Suite 100 West Des Moines, Iowa 50265 Telephone: 515.223.4567</p>

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	INITIAL DIVISION IN CACD IS: Western Southern Eastern	
QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.	
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.	
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> ➡	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION D: Location of plaintiffs and defendants? Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.) Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. ➡	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ⬇		
QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: ➡ Western Division	INITIAL DIVISION IN CACD		
QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒

NO

☐

YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

☐

NO

☒

YES

If yes, list case number(s): See Attachment 1

Civil cases are related when they (check all that apply):

☐

A. Arise from the same or a closely related transaction, happening, or event;

☒

B. Call for determination of the same or substantially related or similar questions of law and fact; or

☐

C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

☐

A. Arise from the same or a closely related transaction, happening, or event;

☐

B. Call for determination of the same or substantially related or similar questions of law and fact; or

☐

C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

Nicholas A. Carlin

DATE: September 19, 2016

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

ATTACHMENT 1

Hiddlestone, etc. v. The Honest Company
United States District Court Central District of California No. _____

CIVIL COVER SHEET

IX(b) Related Cases:

1. *Shane Michael, etc. v. Honest Company, Inc.*
USDC Central District of California No. 2:15-cv-07059-JAK-AGR
(Consolidated with Case No. LA CV-15-09091-JAK(AGR_x))