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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

THE HONEST COMPANY, INC.,
Defendant.

Case No: 2:15-cv-07059-JAK (AGRx)

SECOND AMENDED AND
CONSOLIDATED CLASS ACTION
COMPLAINT

JURY TRIAL DEMANDED

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

INTRODUCTION

1. Honest isn't. From at least September 20, 2012 through the present (the "Class Period"), The Honest Company, Inc. ("Defendant" or "Honest") deceptively and misleadingly labeled, advertised and marketed its products, including the following Honest products: Honest 4-in-1 Laundry Packs, Honest Air + Fabric Freshener, Honest Auto Dishwasher Gel, Honest Bar Soap,, Honest Bathtime Gift Set, Honest Bubble Bath, Honest Conditioner, Honest Conditioning Detangler, Honest Deodorant, Honest Discovery Set, Honest Dish Soap, Honest Dishwasher Packs, Honest Dryer Cloths, Honest Diapers, Honest Essential Gift Bundle, Honest Face + Body Lotion, Honest Floor Cleaner, Honest Floor Cleaner Concentrate, Honest Foaming Hand Soap, Honest Fruit + Veggie Wash, Honest Essentials Bundles, Honest Glass + Window Cleaner, Honest Glass + Window Cleaner Concentrate, Honest Hand Sanitizer Gel, Honest Hand Soap, Honest Housewarming Gift Set, Honest Kids' Toothpaste, Honest Laundry Detergent, Honest Mouthwash, Honest Multi-Surface Cleaner, Honest Multi-Surface Cleaner Concentrate, Honest Oxy Boost, Honest Rinse Aid, Honest Shampoo and Body Wash, Honest Soothing Bottom Wash, Honest Stain Remover, Honest Stain Remover Concentrate, Honest Toothpaste, Honest Wipes, and Honest Wipes – Travel Packs, (collectively the "Natural Products")¹ and Honest Sunscreen (together with the Natural Products, the "Honest Products") as both natural and effective, when in fact, the Natural Products contain non-natural ingredients, and Honest Sunscreen is ineffective.

¹ Honest has discontinued offering some of the Natural Products, has altered packaging, has altered ingredients, or has selectively marketed the products. Honest also regularly introduces new products, advertised as natural, that include non-natural ingredients. The identity of these additional products will be ascertained through discovery, and these products are hereby included as "Natural Products" at issue in this action.

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

7 3. Defendant’s conduct harms consumers by inducing them to purchase
8 and consume the Honest Products on the false premise that the products are
9 natural and effective and by implicitly promising that the products are
10 manufactured, marketed and sold “honestly.”

11 4. Plaintiffs Rubin and Da Silva and the Honest Natural Products Class
12 paid a premium for certain Natural Products over comparable products, based on
13 Defendant’s representations that the Natural Products were natural. Instead of
14 receiving products that were natural, Plaintiffs Rubin and Da Silva and the Honest
15 Natural Products Class received products that, contrary to Defendant’s
16 representations, contained synthetic, non-natural ingredients.

17 5. Plaintiffs Michael, Hembree, and Lung, and the Honest Sunscreen
18 Class paid for Honest Sunscreen based in part on Defendant’s representations that
19 it was effective. Plaintiffs Michael and Hembree used the product as directed and
20 suffered severe sunburns. Plaintiff Lung used the product as directed on her
21 children, who experienced severe sunburns. Numerous customer complaints and
22 negative product reviews indicate Plaintiffs’ experiences with Honest Sunscreen
23 were not unique.

24 **JURISDICTION AND VENUE**

25 6. The Court has subject matter jurisdiction over the individual and class
26 claims asserted herein pursuant to 28 U.S.C. § 1332, as amended in 2005 by the
27 Class Action Fairness Act, because: (A) the amount in controversy in this class

1 action exceeds \$5,000,000, exclusive of interests, costs, and attorneys' fees; and
2 (B) a substantial number of the members of the proposed class are citizens of a
3 state different from that of Defendant. In addition, Plaintiffs Rubin, Michael, Da
4 Silva, Hembree, and Lung are citizens of states different from that of Defendant, a
5 Delaware Corporation.

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

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

13 **PARTIES**

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

22 10. Plaintiff Shane Michael is a resident of West Des Moines, Iowa and
23 an individual consumer. During the Sunscreen Class Period, Plaintiff Michael
24 purchased Honest Sunscreen from the supermarket chain Costco Wholesale in
25 West Des Moines, Iowa. Plaintiff Michael paid a premium for Honest Sunscreen
26 because Defendant promised natural, chemical-free SPF 30 sun protection and he
27

1 believed, based on these representations, that it would be safer for his family than
2 chemical-based sunscreens.

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

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

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

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

FACTUAL ALLEGATIONS

Defendant's Nationwide Distribution

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

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

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

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

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

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

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

22. Defendant distributes the Honest Products, business-to-business, for purchase in big box chain retail locations nationwide, including Target, Costco Wholesale Corporation, Whole Foods Market, Inc., Gelson's Markets, and Buy Buy Baby, Inc., across the United States. On information and belief, Defendant

1 controls national distribution of the Honest Products from its company
2 headquarters in California.

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

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

7 24. Defendant's advertising campaign has been sufficiently lengthy in
8 duration, and widespread in dissemination, such that it would be unrealistic to
9 require Plaintiffs to plead relying upon each advertised misrepresentation.

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

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

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

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

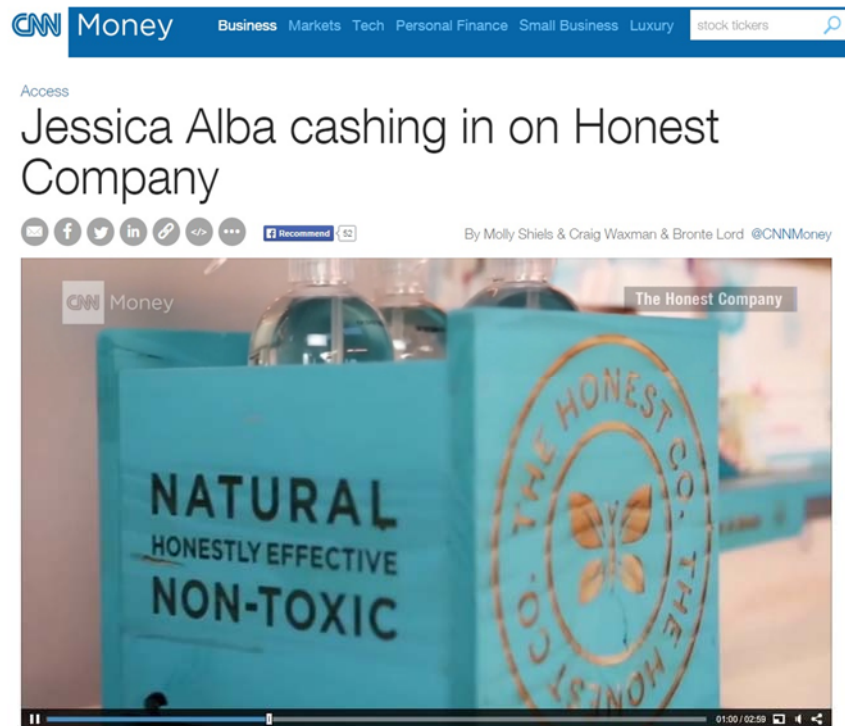
21 **Defendant's Overarching Brand Advertising**

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

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



31. 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:



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



33. 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 the product names: "honest hand soap," "honest dish soap," "honest diapers," "honest multi-surface cleaner," "honest sunscreen," etc.

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

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

3 36. Defendant further describes itself, its advertising, and its numerous
4 product lines as follows on Honest.com:

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

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

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

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

20 37. Defendant’s Chief Creative Officer and celebrity co-founder Jessica
21 Alba serves as the public face of the company.

22 38. To further advertise the company image as selling natural products,
23 Ms. Alba has crafted public statements about Defendant to convince the public
24 that the Defendant is leading a movement to protect consumers from products that
25 contain chemicals.

26 39. Ms. Alba’s celebrity status ensures the company’s claims are reported
27 by numerous media outlets.

1 40. In this way, Ms. Alba has coordinated her media appearances with
2 Defendant's long-term advertising campaign.

3 41. On June 18, 2015, Ms. Alba and The Honest Company, Inc.'s COO
4 Christopher Gavigan appeared jointly in their capacities as Defendant's co-
5 founders to petition federal officials to strengthen regulations against consumer
6 products containing toxic chemicals, and Ms. Alba and Mr. Gavigan coordinated
7 this appearance with Defendant's extensive marketing campaign, including as
8 follows:

- 9 a. Ms. Alba appeared in the hallway of a Congressional office building,
10 before a professional media crew, and stated: "[A]s a business
11 owner, I'm proof of concept that you can do business right—right by
12 humans, right by the planet —and you can be very successful and
13 grow very quickly."
14 b. Mr. Gavigan tweeted the following statement with a picture of the
15 Washington Monument: "Here in D.C. to convince lawmakers to join
16 @honest to protect citizens. #chemical #reform."

17 42. Defendant's representations that advertise the company as "honest,"
18 "natural," and "effective," extending to all of its product lines, are available to
19 consumers via numerous online, offline, and point-of-sale platforms, extending to
20 all or substantially all potential and actual customers that fall within the class
21 definitions set forth in this Complaint.

22 43. By advertising the company as "honest" and as "natural" and
23 "effective," Defendant has extended its overarching advertising claims to each
24 individual product line, such that Defendant has cultivated an image in the minds
25 of consumers that would lead a reasonable consumer to conclude that Defendant's
26 product lines are all "natural" and "effective."
27

Defendant's Product Advertising: Natural

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

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

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

47. Below is a representative sampling of advertising for various Honest Products. All Honest Products are or were consistently and systematically advertised as (A) “natural” and (B) “honest” throughout the Natural Products Class Period. These representations are and were false as to each Honest Product. Defendant intended that all consumers purchasing Honest Products would be exposed to these advertising claims and take them literally.

Honest Hand Soap

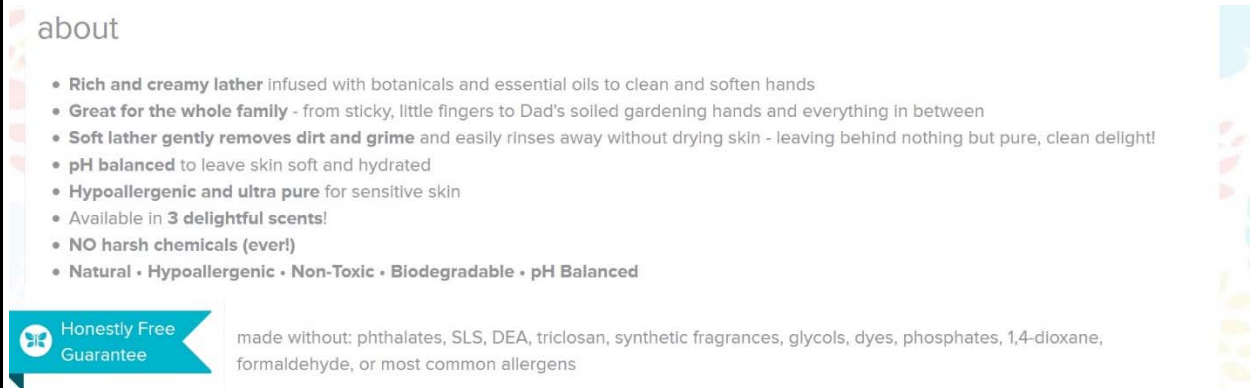
48. Honest Hand Soap product packaging stated and continues to state that the Honest Hand Soap is “natural.”

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



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

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



52. On information and belief, these website statements, and all other statements accessible on Defendant’s Honest website in August of 2015 that are excerpted in this Complaint, were available online during the duration of the Natural Products Class Period, with the exception of website statements about Honest Sunscreen.

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

Honest Dish Soap

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

55. The product description on Target.com also described and continues to describe Honest Dish Soap as “non-toxic” and containing “no harsh chemicals

1 (ever!),” and in so doing, has amplified Defendant’s representation that Honest
2 Dish Soap is natural.

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

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

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

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



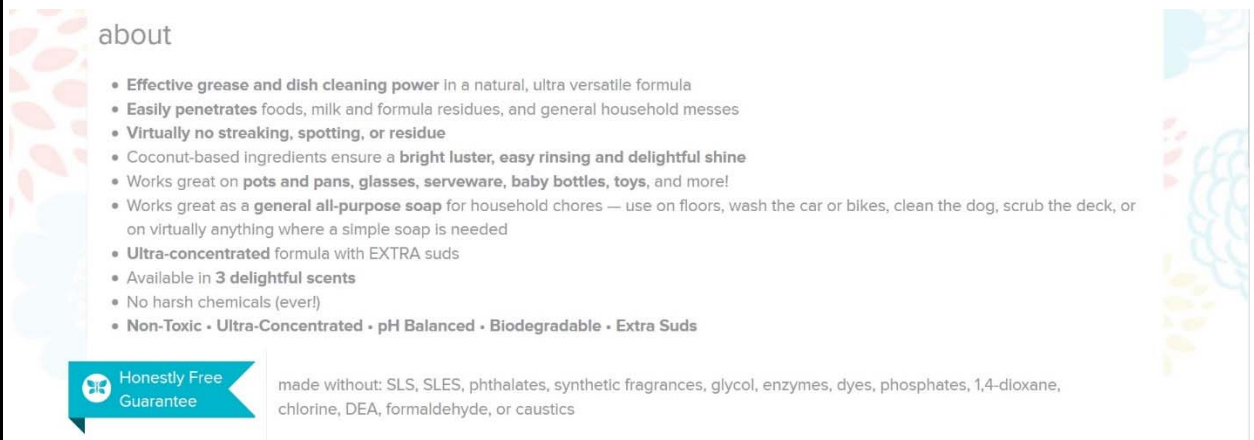
14 58. Honest Dish Soap product packaging stated and continues to state
15 “plant-based” and “non-toxic,” and in so doing, has amplified its representation
16 that Honest Dish Soap is natural.

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



60. 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.

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

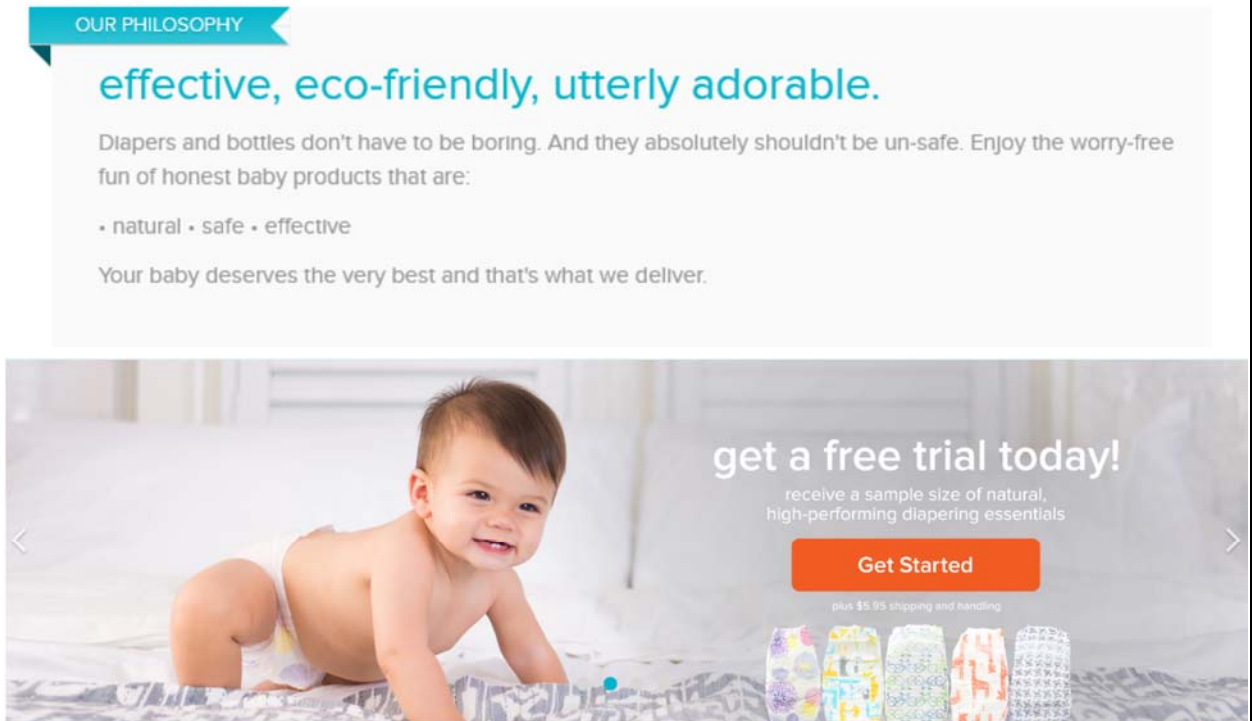


62. By consistently and systematically advertising the Honest Dish Soap as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Dish Soap would be exposed to these advertising representations, and would take them literally.

Honest Diapers

63. Honest.com states that Honest Diapers are “natural.”

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



65. 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” />.

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

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

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Google Honest Diapering

Web Videos Shopping Images News More Search tools

About 1,520,000 results (0.38 seconds)

Did you mean: **Honest Diapers**

Shop for Honest Diapering on Google Sponsored

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

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

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

69. 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?

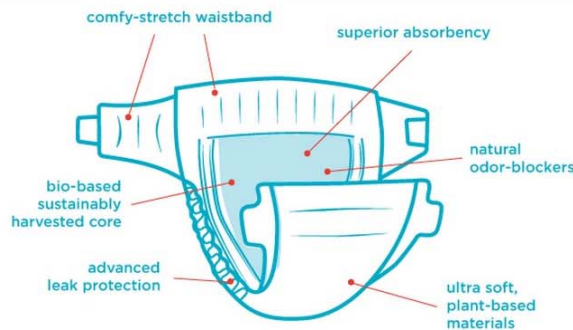
about

- 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



70. 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.

71. 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](#)

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

Honest Multi-Surface Cleaner

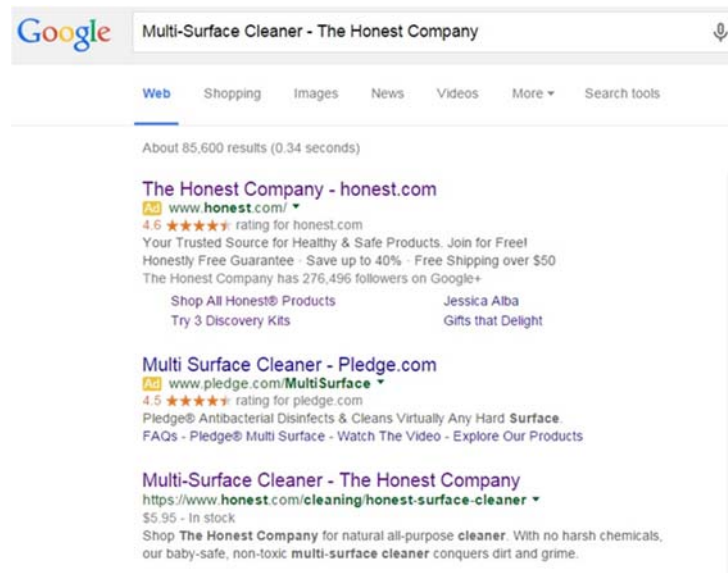
73. Honest.com states that Honest Multi-Surface Cleaner is “natural.”

74. 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" />.

75. 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.

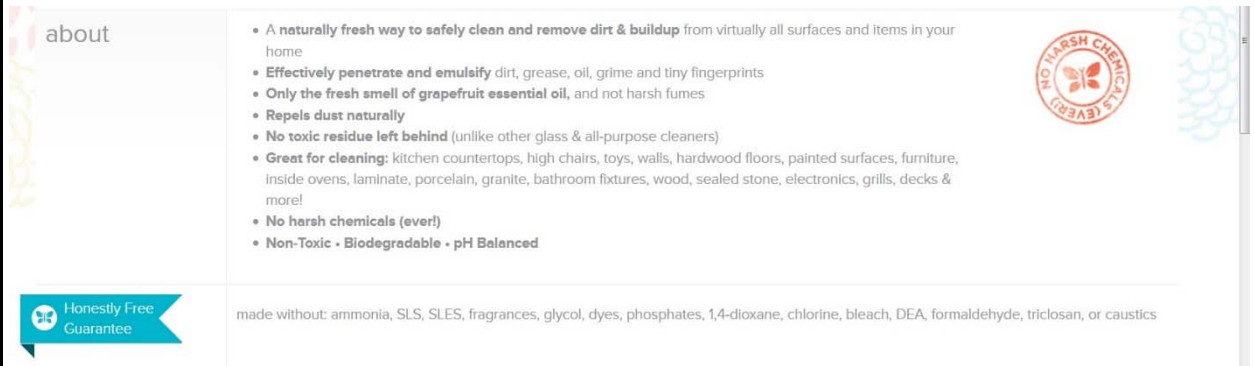
76. The following excerpted screenshot is a Google search conducted for “Multi-Surface Cleaner – The Honest Company” on August 26, 2015:



77. 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.

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



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

Honest Sunscreen

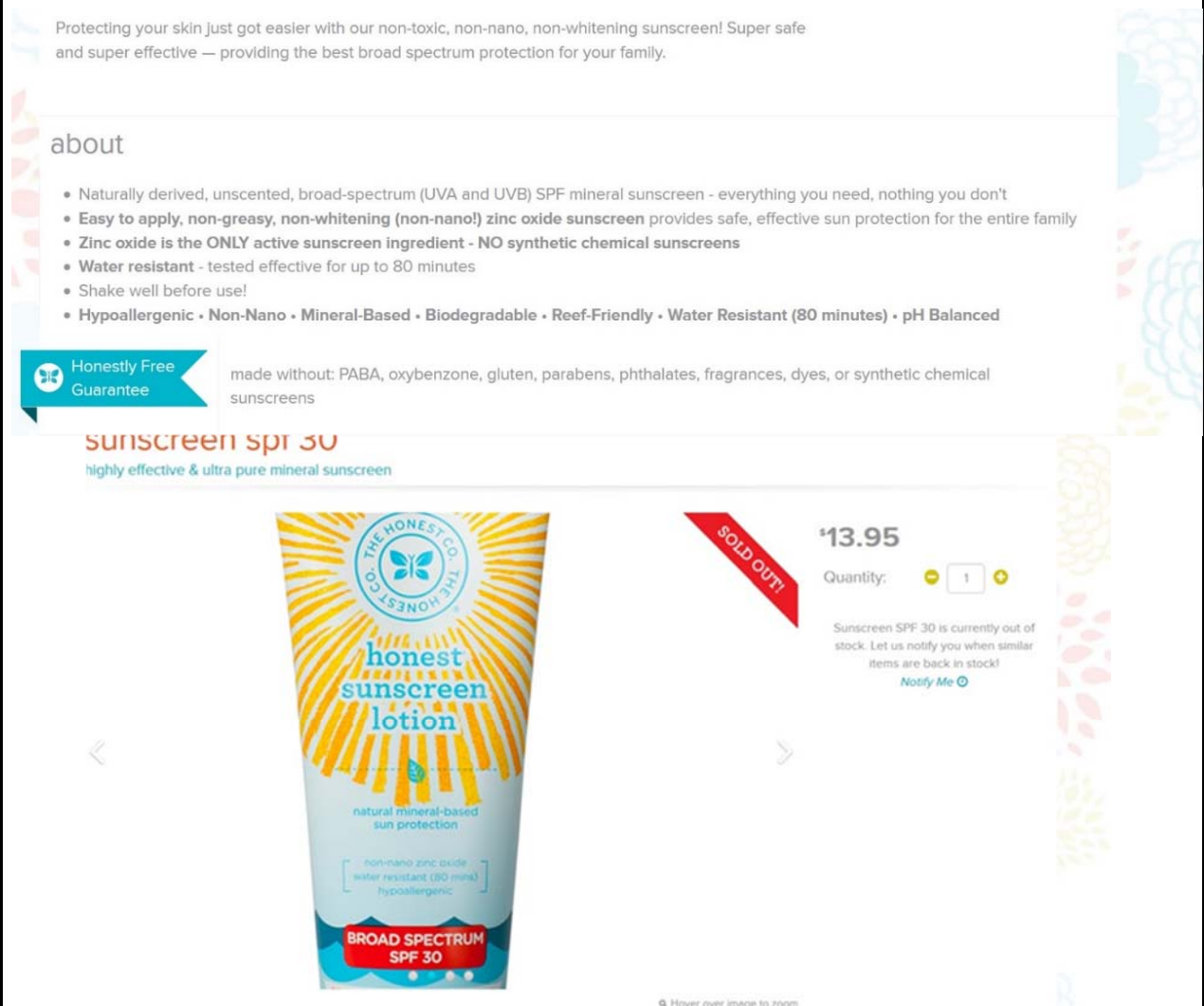
80. Honest Sunscreen originally contained 20 percent zinc oxide, the only active ingredient. In March 2015, Defendant reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide, but continued to advertise Honest Sunscreen as “effective.”

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

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

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

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



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

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

Untrue, Misleading, and/or Deceptive Claims

Natural Goods Advertising

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

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

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

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

Synthetic Ingredients Are Not Natural

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

92. Contrary to Defendant's representations in advertisements and labels, including in product descriptions on Honest.com and Target.com, each of the Honest Natural Products contains at least one non-natural ingredient, including one or more of the following:

- a. *Caprylic/capric triglyceride* is an artificial compound manufactured by hydrolyzing coconut oil, removing the free glycerine, and separating the medium chain length fatty acids by fractional distillation. The acids are then blended in the proper ratio and re-esterified with glycerine

b. **Caprylyl glycol** is synthesized by the catalytic oxidation of caprylyl alkine oxides, which are themselves often synthesized. Honest admits on its “honestly blog” that its caprylyl glycol is synthetic:



This is part of our ongoing series helping consumers better understand chemicals, chemistry, and product formulations. We translate the science, bust the myths, and give you an honest assessment, so you can make informed choices for your family!

Ingredient: Caprylyl Glycol

What it is: Caprylyl glycol is an alcohol derived from caprylic acid—a natural fatty acid found in the milk of some mammals, as well as palm and coconut oils. Ours is synthetically made, but nature-identical.

c. **Caprylyl/myristyl glucoside** is produced by alcoholysis of glucose with myristyl and caprylyl alcohol under acidic conditions.

d. **Cetearyl alcohol** is a mixture of cetyl and stearyl alcohols. Cetyl alcohol is classified as synthetic by federal regulations. It is chemically synthesized by, for example: catalytic hydrogenation of the triglycerides obtained from coconut oil or tallow, oxidation of a chain growth product of ethylene oligomerized on a triethylaluminum catalyst, reaction of palmitoyl chloride and sodium borohydride, reaction of methylthiopalmate plus Raney nickel. Stearyl alcohol is also produced synthetically.

1 e. ***Cetearyl olivate*** is synthetic, and is produced from cetyl and stearyl
2 alcohols. Cetyl alcohol is classified as synthetic by federal regulations. It is
3 chemically synthesized by, for example: catalytic hydrogenation of the
4 triglycerides obtained from coconut oil or tallow, oxidation of a chain
5 growth product of ethylene oligomerized on a triethylaluminum catalyst,
6 reaction of palmitoyl chloride and sodium borohydride, reaction of
7 methylthiopalmistate plus Raney nickel. Stearyl alcohol is also produced
8 synthetically.

9 f. ***“Cetyl esters”*** is a synonym for synthetic spermaceti wax, a wax
10 found in the head of a sperm or bottlenose whale. This synthetic wax is
11 designed to be indistinguishable in composition and properties with natural
12 spermaceti wax. It is a mixture of alkyl esters, most of which are produced
13 synthetically.

14 g. ***Cocamidopropyl betaine*** is a synthetic surfactant produced by
15 reacting coconut oil fatty acids with 3,3-dimethylaminopropylamine,
16 yielding cocamidopropyl dimethylamine. It is then reacted with sodium
17 monochloroacetate to produce cocamidopropyl betaine. Trade associations
18 prohibit cocamidopropyl betaine from being included in products labeled as
19 “natural.”

20 h. ***Cocamidopropyl hydroxysultaine*** is also a synthetic ingredient,
21 prohibited by the trade associations from household products and personal
22 care products labeled as “natural.”

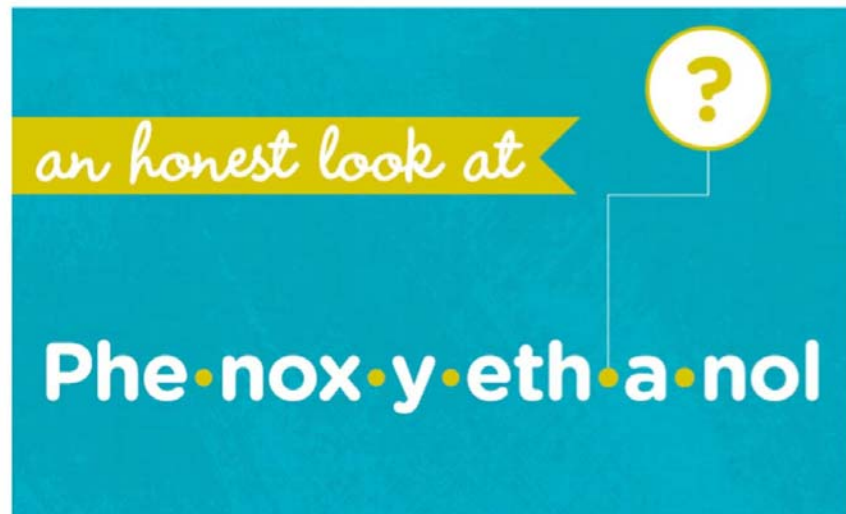
23 i. ***Cocamidopropylamine oxide*** is a synthetic surfactant produced by
24 reacting hydrogenated coconut oil with dimethylamidopropylamine, and
25 further reacting the product with hydrogen peroxide.
26
27

- j. ***Decyl glucoside*** can be produced by reacting glucose and n-butanol in the presence of a strong acid catalyst such as p-toluenesulfonic acid or sulfuric acid, followed by the transglycosidation of the resulting butyl glucoside with fatty alcohol to yield decyl glucoside. Alternatively, it can be produced by reacting highly refined glucose with fatty acids in the presence of an acid catalyst.
- k. For personal care products, ***ethyl alcohol*** is produced chemically, and federal regulations classify it as synthetic. Additionally, Honest Co. does not identify the denaturing agent for many of the products.
- l. ***Ethylhexyl palmitate*** is obtained by reacting 2-ethylhexyl alcohol with palmitic acid.
- m. ***Glyceryl stearate*** is chemically synthesized by glycerolysis or by esterification of glycerol and stearic acid.
- n. According to the ingredient supplier, ***guar hydroxypropyltrimonium chloride*** is produced by chemically modifying guar gum by adding positively charged trimethylammonium hydroxypropyl ether side chains.
- o. ***Hydroxyethylcellulose*** is prepared by reacting alkali cellulose with ethylene oxide in the presence of alcohol or acetone.
- p. ***Hydroxypropyl guar hydroxypropyltrimonium chloride*** is the hydroxypropyl derivative of guar hydroxypropyltrimonium chloride, which itself is produced by chemically modifying guar gum by adding positively charged trimethylammonium hydroxypropyl ether side chains.
- q. ***Lauryl glucoside*** is produced by alcoholysis of glucose and lauryl alcohol under acidic conditions. Historically, lauryl alcohol was prepared solely from natural products, but is now synthesized from ethylene.

r. **Methylisothiazolinone** is a synthetic biocide preservative produced by the controlled chlorination of dimethyl-dithiodipropionamide in solvent and then neutralized.

s. **Panthenol** is a synthetic compound, produced by adding propanolamine to optically active alpha, gamma-dihydroxy-beta-beta-dimethylbutyrolacton, such as by combining 3-amino-1-propanolamine with the lactone of 2,4-dihydroxy-3,3-dimethyl butyric acid or the panthotheinc lactone of 2,4-dihydroxy-3,3-dimethyl butyric acid.

t. **Phenoxyethanol** is produced by reacting phenol with ethylene oxide in the presence of a basic catalyst under pressure and heat. It is classified as synthetic by trade associations governing the use of the term “natural” on household and personal care products. Honest admits on its “honestly blog” that phenoxyethanol is synthetic:



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Ingredient: Phenoxyethanol

What it is: Phenoxyethanol can be found naturally in green tea, but the commercial ingredient is synthetically produced in a laboratory creating what's termed a "nature identical" chemical. Specifically, it's created by treating phenol with ethylene oxide in an alkaline medium which all reacts to form a pH-balanced ingredient.

1 u. **PPG-4 Laureth/Myreth-5** is the reaction product of lauryl and/or
 2 myristyl alcohol with ethylene oxide and propylene oxide. It is the
 3 polyoxypropylene, polyoxyethylene ether of lauryl alcohol and/or myristyl
 4 alcohol, containing an average of 5 moles of ethylene oxide and 4 moles of
 5 propylene oxide. It is produced by activating the alkyl alcohol with a metal
 6 hydroxide, reacting the resulting alkoxide with propylene oxide and
 7 ethylene oxide, and then processing, usually with a Brønsted-Lowry type
 8 acid or a methyl halide, which can potentially lead to the generation of some
 9 1,4-dioxane.

10 v. **Sodium citrate** is classified as synthetic by federal regulations. It is
 11 usually prepared by reacting sodium carbonate or sodium hydroxide with
 12 citric acid, or by reacting sodium sulfate with calcium citrate.

13 w. **Sodium coco-sulfate** is synthetic, produced by isolating C12 – C18
 14 saturated fatty acids from oils, and then sulfonating with chemicals such as
 15 sulfuric acid, sulfur trioxide, or chlorosulfonic acid.

16 x. **Sodium lauryl glucose carboxylate** is a novel synthetic surfactant,
 17 prohibited by trade groups from household products and personal care
 18 products labeled as “natural.”

19 y. **Sodium methyl cocoyl taurate** is synthetic, produced by reacting
 20 taurine or a taurate salt with an appropriate fatty acid.

21 z. **Sorbitan olivate** is also synthetic, formed by the esterification of
 22 sorbitan with the wax obtained by partial hydrogenation of olive oil.

23 aa. **Triethyl citrate** is prepared by esterifying citric acid with ethyl
 24 alcohol.

25 bb. **Ammonium glycyrrhizate** is produced by acid precipitation of
 26 licorice root extract, followed by neutralization with dilute ammonia.
 27

1 Ammonia is the fifth-highest-volume chemical produced in the U.S., where
 2 it is principally produced by the partial combustion of natural gas.

3 cc. ***Benzisothiazolinone*** is a synthetic biocide that is used as a
 4 preservative. According to ingredient suppliers, it is produced by a complex
 5 and proprietary series of chemical reactions and separations.

6 dd. While ***bisabolol*** is naturally occurring substance, the ingredient used
 7 in personal care products is alpha-bisabolol, which is synthesized by
 8 reacting ketodiene in ether with methyl magnesium iodide, and adding
 9 saturated aqueous ammonium acetate solution.

10 ee. According to an ingredient manufacturer, ***butyloctyl salicylate*** is the
 11 synthetically produced ester of Salicylic Acid.

12 ff. ***C12-15 Pareth-7*** and ***C9-11 Pareth-3*** can be derived from tallow.
 13 However, Honest's products are claimed to be vegan, which would preclude
 14 the use of tallow. Thus, the ingredients in Honest's product are synthesized
 15 by reacting ethylene oxide with the appropriate alcohol and alkali earth
 16 metal or alkoxide, and the reaction is terminated by an acid (*e.g.*,
 17 hydrochloric acid). 1,4 dioxane is commonly formed as a byproduct. It is
 18 prohibited by industry associations from household products and personal
 19 care products labeled as "natural."

20 gg. ***Calcium ascorbate*** is classified by federal regulations as a chemical
 21 preservative. It is prepared from ascorbic acid and calcium carbonate in
 22 acetone or alcohol.

23 hh. ***Coco-betaine*** is artificially produced by reacting fatty dimethyl
 24 amines from coconuts with chloroacetic acid. It is classified as synthetic
 25 by trade associations governing the use of the term "natural" on household
 26 and personal care products.
 27

1 ii. ***Coco-glucoside*** is chemically produced through coconut alcohol and
 2 glucose. Coconut alcohol is a mixture of the fatty alcohols from the fatty
 3 acids derived from coconut oil. Glucose is produced commercially by
 4 reacting sulfuric acid or hydrochloric acid with starch.

5 jj. ***Dipropylene glycol*** is produced by reacting propylene glycol and
 6 propylene oxide.

7 kk. ***Ethylhexylglycerin*** is a synthetic skin-conditioning agent produced
 8 by the catalytic splitting of ethylhexylglycidyl ether (also an artificial
 9 compound). It is prohibited by industry associations from being included in
 10 products labeled as “natural.”

11 ll. ***Hydrated silica*** is also known as synthetic amorphous silicon dioxide.
 12 It is synthetically produced by reacting an aqueous alkali metal silicate
 13 solution and a mineral acid.

14 mm. ***Isopropyl myristate*** is produced synthetically, either by reacting
 15 myristic acid and isopropanol or myristoyl chloride with 2-propanol.

16 nn. ***Isopropyl palmitate*** is a synthetic compound prohibited by industry
 17 associations from being added to household products and personal care
 18 products labeled as “natural.” It is produced by reacting palmitic acid and
 19 isopropyl alcohol in the presence of an acid catalyst.

20 oo. ***Polysorbate 20*** is classified as synthetic by federal regulations, and
 21 prohibited by trade groups from being in products labeled as “natural.” It is
 22 a surfactant produced by reacting sorbitol and its anhydrides with ethylene
 23 oxide.

24 pp. ***Polysorbate 80*** is similarly a synthetic substance, prohibited by trade
 25 groups from being in products labeled as “natural.” It is produced by
 26 reacting oleic acid with sorbitol and ethylene oxide.

1 qq. **Polyvinyl alcohol** is a synthetic polymer produced by dissolving
 2 polyvinyl acetate in methanol, and adding sodium hydroxide. Alternatively,
 3 it is produced by hydrolysis of polyvinyl acetate by ester interchange with
 4 methanol and sodium methylate.

5 rr. **Potassium citrate** is classified by federal regulations as synthetic. It
 6 is prepared by reacting citric acid and potassium hydroxide, or by reacting
 7 citric acid with potassium carbonate or bicarbonate.

8 ss. **Potassium cocoate** and **potassium oleate** is derived from oils and
 9 potassium hydroxide (itself a synthetic substance).

10 tt. **Potassium sorbate** is produced by reacting sorbic acid and potassium
 11 hydroxide. It is classified as a chemical preservative under federal
 12 regulations

13 uu. According to federal regulations, **propylene glycol** “does not occur in
 14 nature.” Instead, it is manufactured by treating propylene with chlorinated
 15 water and sodium carbonate, or by heating glycerol with sodium hydroxide.

16 vv. The **silica** that is in Honest’s products is synthetic, as only the
 17 amorphous forms of silica, and more specifically, synthetic amorphous
 18 silica and silicates, are used in cosmetics.

19 ww. According to federal regulations, **sodium benzoate** is not found to
 20 occur naturally. Instead, it is chemically synthesized by reacting benzoic
 21 acid with sodium hydroxide, sodium bicarbonate, or sodium carbonate.

22 xx. **Sodium percarbonate**, also listed as **sodium carbonate peroxide**, is a
 23 synthetic substance produced by the reaction of sodium carbonate and
 24 hydrogen peroxide.

25 yy. According to federal regulations, **sodium hydroxide** is a synthetic
 26 compound, produced by the electrolysis of sodium chloride solution and
 27 also by reacting calcium hydroxide with sodium carbonate.

1 zz. According to federal regulations, **sodium metasilicate** is synthetic as
2 “it does not occur naturally but rather is synthesized by melting sand with
3 sodium carbonate at 1400 °C.”

4 aaa. **Sodium palmate** is synthesized by reacting palm oil with sodium
5 hydroxide.

6 bbb. **Sodium polyaspartate** is a new anionic polymeric humectant derived
7 from aspartic acid, an artificial compound.

8 ccc. According to federal regulations, **sodium sulfate** is prepared by the
9 neutralization of sulfuric acid with sodium hydroxide.

10 ddd. **Sorbitol** occurs naturally but is produced synthetically for household
11 products by the electrolytic reduction or the transition metal catalytic
12 hydrogenation of sugar solutions containing glucose or fructose.

13 eee. **Tocopherols** are classified as synthetic substances by federal
14 regulations, even when extracted from natural oils, done through molecular
15 distillation, solvent extraction, or absorption chromatography.

16 fff. By federal regulation, **triacetin** is prepared by heating glycerin with
17 acetic anhydride alone or in the presence of finely divided potassium
18 hydrogen sulfate. It can also be prepared by the reaction of oxygen with a
19 liquid-phase mixture of allyl acetate and acetic acid using a bromide salt as
20 a catalyst. It is synthetic.

21 ggg. By federal regulation, **calcium glycerophosphate** is prepared by
22 neutralizing glycerophosphoric acid with calcium hydroxide or calcium
23 carbonate. It is synthetic.

24 hhh. Though **calcium silicate** occurs naturally in mineral form, commercial
25 calcium silicate sold for industrial use is prepared synthetically to control its
26 absorbing power.

1 iii. **Capryl/capramidopropyl betaine** is a synthetic substance, produced
 2 by reacting coconut oil fatty acids with synthetic substances, including 3,3-
 3 dimethylaminopropylamine.

4 jjj. **Cellulose gum** is prepared synthetically, by treating cellulose with
 5 alkali, reacting with sodium monochloroacetate, and purifying.

6 kkk. **Polyglyceryl-4 laurate/sebacate** is the monoester of Polyglycerin-4
 7 and a mixture of lauric and sebacic acids.

8 lll. **Polyglyceryl-6 caprylate/caprate** is the monoester of polyglycerin-6
 9 (q.v.) and a mixture of caprylic and capric acids.

10 mmm. **Zinc ricinoleate** is chemically produced, such as by reacting a zinc
 11 compound with a ricinoleic acid-rich mixture obtained by cleaving glycerol
 12 from castor oil.

13 nnn. While **urea** exists in nature, it is synthesized for commercial use from
 14 carbon dioxide and ammonia.

15 ooo. **Isopropyl alcohol** is classified as synthetic by federal regulations.

16 ppp. According to federal regulations, **titanium dioxide** is a synthetically
 17 prepared color additive.

18 qqq. According to federal regulations, the color additive **zinc oxide** is
 19 manufactured by the French process, whereby zinc metal isolated from zinc-
 20 containing ore is vaporized and then oxidized.

21 rrr. **Polymer spandex** is a petroleum-based, synthetic fiber manufactured
 22 by reacting a diamine with a diisocyanate and a polyether/polyester polyol.

23 sss. **Sodium polyacrylate** is synthetic, produced, e.g., by the
 24 polymerization of acrylic acid and subsequent hydrolysis of the polyacrylic
 25 acid with an aqueous sodium hydroxide solution.

26 ttt. **Sodium Lauroyl Methyl Isethionate** is also synthetic, produced by
 27 reacting dodecanoic acid and sodium methyl isethionate.

uuu. Other ingredients are also synthetic, including *polyolefin*,
polyurethane, *tetrasodium iminodisuccinate*, *triethoxycaprylylsilane*,
polyglyceryl-4 oleate, *polyhydroxystearic acid*, *dl-alpha tocopherol*
acetate, *hydrogenated methyl abietate*, and *hydroxyethyl ammonium*
methyl sulfate.

92. Other ingredients in Honest's products may be synthetic. For example:

a. The *enzymes* used in Honest's products may be produced from genetically modified materials, as most enzymes used in household products nowadays are.

b. *Amylase* may be produced from genetically modified materials, as most enzymes used in household products nowadays are.

c. *Glycerin* can be naturally produced, but is typically chemically manufactured by, *e.g.*, hydrogenolysis of carbohydrates; by hydration of epichlorohydrin followed by reaction with sodium hydroxide; reaction of allyl alcohol with hydrogen peroxide; reaction of allyl alcohol with peracetic acid followed by hydrolysis. Glycerin can also be produced from propylene oxide, where propene is epoxidized to propylene oxide, which is then isomerized to allyl alcohol. A second epoxidation is carried out with peracetic acid, and the resulting glycidol is hydrolyzed to glycerol.

d. *Acetic acid* may be chemically synthesized, such as by oxidation of acetaldehyde derived from ethylene, liquid phase oxidation of butane, and reaction of carbon monoxide with methanol derived from natural gas.

e. *Menthol* can be produced from mint oils or prepared synthetically.

f. *Sodium bicarbonate* may be chemically synthesized, depending on the processing methods used. In cosmetic products, sodium bicarbonate is typically artificially produced by the Solvay process, where carbon dioxide

1 is bubbled through a solution of sodium chloride and ammonia to precipitate
2 sodium bicarbonate.

3 g. *Sodium cocoate* is the sodium salt of coconut acid. Coconut acid is
4 produced by hydrolysis and isolation of fatty material from coconut oil, and
5 is then distilled. The result is then reacted with sodium hydroxide to
6 produce sodium cocoate.

7 93. Honest has concealed the nature, identity, source, and/or method of
8 preparation of additional ingredients, which may also be synthetic ingredients.
9 Thus, discovery is necessary to uncover the true nature of other ingredients in
10 Honest's products.

11 94. Synthetic ingredients are artificial, not natural.

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

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

17 97. Defendant stated on the "honestly blog" that Cocamidopropyl Betaine
18 "isn't found in nature," adding the statement "but that's the beauty and power of
19 chemistry!"

20 98. As shown above, Defendant stated on the "honestly blog" that the
21 ingredient Phenoxyethanol is "synthetically produced in a laboratory."

22 99. Defendant indicated on the "honestly blog" that the ingredient
23 Sodium Polycrylate is "petroleum-based." This statement also contradicts
24 Defendant's prior advertising representation that Honest Diapers are 100% plant-
25 based.

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

4 101. If these products were reformulated such that the “natural” labeling
5 and advertising would be true, Plaintiffs would consider purchasing the Natural
6 Products again.

7 102. However, even if the products were reformulated, Plaintiffs would be
8 unable to ascertain whether the “natural” labels were true.

9 103. Even if the synthetic ingredients identified above were removed from
10 the Natural Products, Plaintiffs – reasonable consumers who are not chemistry
11 experts – would not know whether the *new* ingredients are natural. Thus, in the
12 future, Plaintiffs still would not know whether the “natural” labeling and
13 advertising was true or false. In other words, Honest would continue to harm
14 Plaintiffs absent an injunction.

15 104. Moreover, Honest has not disclosed all of the ingredients in the
16 products. For example, Honest has not disclosed the naturing agents used in its
17 products, or has vaguely described but not identified other ingredients, as
18 described above, such as “enzymes,” which may be produced through synthetic
19 biology, “absorbent bio-core,” “plant based PLA,” or “non-toxic adhesives.”
20 Thus, Plaintiffs would be unable to ascertain whether the “natural” representation
21 was true or false. In other words, Honest would continue to harm Plaintiffs absent
22 an injunction.

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

Sunscreen Advertising

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

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

108. Honest Sunscreen originally contained 20 percent zinc oxide.

109. As of March 15, 2015, Defendant’s website stated Honest Sunscreen’s zinc oxide content was 20 percent and the Drug Facts on the back of Honest Sunscreen’s bottle stated “Active Ingredient: Zinc Oxide 20%”:





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

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

details & ingredients	3.0 oz.
	Broad Spectrum SPF 30
	Water Resistant (80 mins)
	ACTIVE INGREDIENT:
	Non-Nano Zinc Oxide 9.3%
	INACTIVE INGREDIENTS:
	Beeswax*, Butyloctyl Salicylate, Butyrospermum Parkii (Shea) Butter*, Calendula Officinalis Flower Extract*, Chamomilla Recutita (Matricaria) Flower Extract*, Cocos Nucifera (Coconut) Oil, Helianthus Annuus (Sunflower) Seed Oil, Hydrogenated Vegetable Oil, Jojoba Esters, Methyl Dihydroabietate, Olea Europaea (Olive) Fruit Oil*, Prunus Armeniaca (Apricot) Kernel Oil, Silica, Simmondsia Chinensis (Jojoba) Seed Oil*, Tocopherol
	*Certified Organic Ingredient



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

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

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

5 115. Defendant knew or should have known its representations would
 6 mislead consumers about Honest Sunscreen's sun protection characteristics.

7 *Honest Sunscreen Is Ineffective*

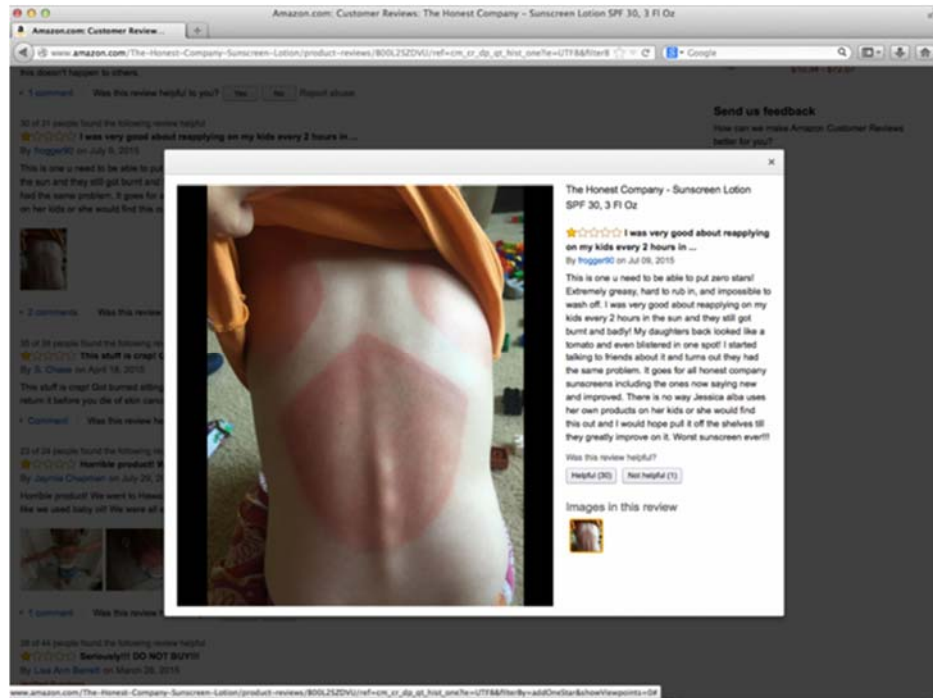
8 116. Defendant stated and continues to state that Honest Sunscreen is
 9 "effective" for sunblock protection and provides "broad-spectrum mineral-based
 10 protection" and/or "natural mineral based sun protection."

11 117. These representations are untrue, misleading, and/or deceptive.

12 118. Defendant sought to induce consumers including Plaintiffs to
 13 purchase Honest Sunscreen by making the above representations regarding its
 14 alleged health and safety benefits. As one consumer stated, "I'm not a chemist. . .
 15 . But when I buy a bottle that says SPF 30 on it and it has zinc oxide, I just
 16 thought I was getting her a bottle that would offer some protection." (Lisa Parker,
 17 "Burn Notice: Angry Parents, Sunburned Kids and Complaints About a Popular
 18 Brand of Sunscreen," NBC Chicago,
 19 [http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html)
 20 [Popular-Sunscreen-Brand-318367591.html](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html) (last visited Jan. 4, 2016)).

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





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

Jessica Alba's Honest Company has come under fire by unhappy customers who say the brand's sunscreen option is sub-par. Several

1 people took to social media to show off the painful-looking sunburns
 2 they got after using the product, with many mentioning they were only
 3 in the sun for a few minutes. A study done by NBC5 Chicago found
 4 that Honest's sunscreen contains only 9.3 percent non-nano zinc oxide
 5 while other products contain 18 to 25 percent of the active ingredient.
 6 They wonder if the reduced amount of zinc oxide contributed to the
 7 issues customers were having. Honest changed its formula, which
 8 originally had 20 percent zinc oxide, earlier this year but claims to have
 9 added other components to make up for the reduced amounts.

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

13 121. Defendant's Amazon marketplace webpage contains documented
 14 customer reviews that detail evidence of sunburn and blisters resulting from
 15 exposure to the sun, after applying Honest Sunscreen.

16 122. Defendant's Twitter and Facebook accounts received numerous
 17 messages published by users who documented sunburn injuries resulting from
 18 exposure to the sun, after applying Honest Sunscreen.

19 123. Consumer comments on Defendant's blog also contained numerous
 20 complaints about sunburn and after-effects resulting from exposure to the sun after
 21 applying Honest Sunscreen.

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

23 124. Defendant continued to represent that Honest Sunscreen was effective
 24 even after learning that numerous consumers suffered sunburns using Honest
 25 Sunscreen.

26 125. Defendant responded to the media backlash with a statement that
 27 compounded its deceptive representations regarding Honest Sunscreen.

Specifically, Defendant stated, “Our previous Sunscreen formulation had a 40-minute water resistance and customers told us that it didn’t apply as easily as they would’ve liked. Based on our own experience and consumer feedback, we redesigned our Sunscreen Lotion for 80-minute water resistance and an improved formulation that allows for easier application and a lighter-weight feel.”

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

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

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

Plaintiffs’ Experience with Defendant’s Advertising and Products

Plaintiffs’ Purchase of the Products

Hand Soap

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

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

Dish Soap

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

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

Sunscreen

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

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

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

Plaintiffs’ Exposure to the False Advertising and the Resulting Harm

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

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

137. When Rubin purchased the Honest Hand Soap in or about July 2015, he saw Defendant’s representation on the label that the product was “natural.”

138. Rubin bought the Honest Hand Soap and Dish Soap, which were marked up at a premium as compared to comparable products, based on

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

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

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

12 141. As stated above, Defendant knew or should have known that its
13 representations regarding the Natural Products would mislead consumers into
14 believing those products did not contain synthetic ingredients.

15 142. Plaintiffs Rubin and Da Silva did not know and had no reason to
16 suspect that Defendant misrepresented the characteristics of Honest Hand Soap,
17 Dish Soap, and other Honest Natural Products.

18 143. As a result of their payments of a premium to Defendant for these
19 Natural Products, both Rubin and Da Silva experienced economic harm.

20 144. Prior to purchasing Honest Sunscreen, Plaintiffs Michael, Hembree,
21 and Lung all saw Defendant's representations that, among other things, Honest
22 Sunscreen offered "broad spectrum SPF 30" sun protection.

23 145. For example, in the months prior to her purchase of the Sunscreen in
24 June 2015, Plaintiff Hembree observed Defendant's advertising and marketing of
25 its products, including the sunscreen, as natural, safe and effective, on television,
26 on Defendant's Facebook page, its website, and in floor displays at Costco and
27 other stores.

1 146. Starting in late 2013, Plaintiff Lung became aware of Honest
2 Sunscreen as a consumer products brand. At least as early as 2013, she purchased
3 pre-2015 formulations of Honest Sunscreen. Lung reasonably believed that the
4 Honest Sunscreen was effective, based upon Defendant's brand and company
5 name, and based upon her experience with earlier versions of the Honest
6 Sunscreen product.

7 147. Plaintiff Lung purchased Honest Sunscreen from CostCo Wholesale
8 on March 29, 2015. In addition to purchasing a product she believed was
9 effective, based upon her experience with previous Honest Sunscreen products,
10 Lung took special notice that the Honest Sunscreen product she purchased was
11 labelled as SPF 30, and that it offered broad spectrum protection.

12 148. Plaintiffs Michael and Hembree experienced sunburns as a result of
13 using the product. Plaintiff Lung's children experienced sunburns as a result of
14 using the product.

15 149. Michael used Honest Sunscreen as directed in May 2015 and suffered
16 a severe sunburn resulting in blistering and peeling.

17 150. Hembree used Honest Sunscreen as directed starting in August 2015
18 and suffered a severe sunburn as well.

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

1 152. Prior to their purchases, Plaintiffs did not know and had no reason to
2 know Defendant misrepresented Honest Sunscreen's sun protection
3 characteristics.

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

8 **Plaintiffs' Reliance Was Reasonable**

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

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

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

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

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

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

159. 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 methylisothiazolinone²:

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.

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

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

7 161. Indeed, on information and belief, Honest itself chose to run tests on
8 its sunscreen based on the numerous complaints, articles and bad press on August
9 2, 2015. (Jessica Fecteau, “Jessica Alba’s Honest Company Responds to
10 Sunscreen Complaints: ‘We Take All Consumer Feedback Very Seriously.’”
11 People.com, available online at [http://www.people.com/article/jessica-alba-honest-](http://www.people.com/article/jessica-alba-honest-company-sunscreen)
12 [company-sunscreen](http://www.people.com/article/jessica-alba-honest-company-sunscreen) (last accessed Jan. 7, 2016).) Thus, Defendant had knowledge
13 and notice from proposed class members prior to the filing of any complaint.

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

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

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

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

24 165. Defendant directly marketed to Plaintiffs through its statements on its
25 websites and packaging.

26 166. Plaintiffs are the intended beneficiaries of the express and implied
27 warranties.

CLASS ACTION ALLEGATIONS

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

HONEST NATURAL PRODUCTS CLASS: All U.S. residents who have purchased Honest 4-in-1 Laundry Packs, Honest Air + Fabric Freshener, Honest Auto Dishwasher Gel, Honest Bar Soap, Honest Bathtime Gift Set, Honest Bubble Bath, Honest Conditioner, Honest Conditioning Detangler, Honest Deodorant, Honest Discovery Set, Honest Dish Soap, Honest Dishwasher Packs, Honest Dryer Cloths, Honest Diapers, Honest Essential Gift Bundle, Honest Face + Body Lotion, Honest Floor Cleaner, Honest Floor Cleaner Concentrate, Honest Foaming Hand Soap, Honest Fruit + Veggie Wash, Honest Essentials Bundles, Honest Glass + Window Cleaner, Honest Glass + Window Cleaner Concentrate, Honest Hand Sanitizer Gel, Honest Hand Soap, Honest Housewarming Gift Set, Honest Kids’ Toothpaste, Honest Laundry Detergent, Honest Mouthwash, Honest Multi-Surface Cleaner, Honest Multi-Surface Cleaner Concentrate, Honest Oxy Boost, Honest Rinse Aid, Honest Shampoo and Body Wash, Honest Soothing Bottom Wash, Honest Stain Remover, Honest Stain Remover Concentrate, Honest Toothpaste, Honest Wipes, and Honest Wipes – Travel Packs, (collectively the “Natural Products”) from any retail store or website and who did not register for membership with the Honest Company during the applicable statute of limitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 (p) Whether Defendant was unjustly enriched;

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

3 (r) Whether Plaintiffs and members of the Classes are entitled to
4 declaratory and injunctive relief.

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

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

18 175. Adequacy of Representation—Federal Rule of Civil Procedure
19 23(a)(4). Plaintiffs are adequate representatives of the members of each of the
20 Classes because their interests do not conflict with the interests of the other
21 members of the Class they seek to represent; they have retained competent counsel
22 with experience in complex class action litigation; and Plaintiffs will prosecute
23 this action vigorously. The interests of the members of the Classes will be fairly
24 and adequately protected by Plaintiffs and their counsel.

25 176. Declaratory and Injunctive Relief—Federal Rule of Civil Procedure
26 23(b)(2). Defendant has acted or refused to act on grounds generally applicable to
27 Plaintiffs and other members of the Classes, thereby making appropriate final

1 injunctive relief and declaratory relief, as described below, with respect to the
2 members of the Classes, each as a respective whole.

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

21 **CLAIMS FOR RELIEF**

22 **FIRST CLAIM FOR RELIEF**

23 **Violation of California’s Consumer Legal Remedies Act**

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

25 178. Plaintiffs hereby incorporate by reference the allegations contained in
26 this Complaint.

1 179. Plaintiffs bring this claim for relief pursuant to the California
2 Consumers Legal Remedies Act (“CLRA”).

3 180. Defendant’s conduct violated the CLRA, Civil Code § 1770(a)(5),
4 which prohibits “Representing that goods or services have . . . characteristics,
5 ingredients, uses, benefits, or quantities which they do not have.”

6 181. Defendant’s conduct violated the CLRA, Civil Code § 1770(a)(7),
7 which prohibits “Representing that goods or services are of a particular standard,
8 quality or grade . . . if they are of another.”

9 182. Defendant’s conduct violated the CLRA, Civil Code § 1770(a)(9),
10 which prohibits “Advertising goods . . . with intent not to sell them as advertised.”

11 183. Defendant’s conduct violated the CLRA, Civil Code § 1770(a)(16),
12 which prohibits “Representing that the subject of a transaction has been supplied
13 in accordance with a previous representation when it has not.”

14 184. Honest Products are “goods” within the meaning of Civil Code
15 § 1761(a) and § 1770.

16 185. Defendant is a “person,” as defined by Civil Code § 1761(c).

17 186. Plaintiffs and the members of the Classes are “consumers” within the
18 meaning of Civil Code § 1761(d) and § 1770.

19 187. Plaintiffs Rubin and Da Silva and members of the Classes purchased
20 Honest Products for personal, family, and household purposes as meant by Civil
21 Code § 1761(d).

22 188. Each purchase of the Honest Products by Plaintiffs and each member
23 of the Classes constitutes a “transaction” within the meaning of Civil Code
24 § 1761(e) and § 1770.

25 189. In fact, Plaintiffs Rubin and Da Silva and the Honest Natural
26 Products Class Members relied upon the representations in advertising and labels
27

1 to their detriment and paid a higher price for Honest Natural Products than they
2 would have paid for products that are not natural.

3 190. In fact, Plaintiffs Michael, Hembree, and Lung and the Honest
4 Sunscreen Class Members relied upon the representations in advertisements and
5 labels to their detriment and paid for the ineffective Honest Sunscreen products.

6 191. Defendant's conduct is ongoing and, unless restrained, likely to recur.

7 192. If the Honest Natural Products were reformulated such that the
8 "natural" labeling and advertising would be true and/or Honest Sunscreen products
9 were reformulated such that the "natural" and "effective" labeling and advertising
10 would be true, Plaintiffs and Class Members would consider purchasing the
11 Honest Products again.

12 193. However, even if the products were reformulated, Plaintiffs and Class
13 Members would be unable to ascertain whether the "natural" labels were true.

14 194. Even if the synthetic ingredients identified above were removed from
15 the Natural Products, Plaintiffs and Class Members – reasonable consumers who
16 are not chemistry experts – would not know whether the *new* ingredients are
17 natural. Thus, in the future, Plaintiffs and Class Members still would not know
18 whether the "natural" labeling and advertising was true or false. In other words,
19 Honest would continue to harm Plaintiffs and Class Members absent an injunction.

20 195. Moreover, Honest has not disclosed all of the ingredients in the
21 products. For example, Honest has not disclosed the naturing agents used in its
22 products, or has vaguely described but not identified other ingredients, as
23 described above, such as "enzymes," which may be produced through synthetic
24 biology, "absorbent bio-core," "plant based PLA," or "non-toxic adhesives."
25 Thus, Plaintiffs and Class Members would be unable to ascertain whether the
26 "natural" representation was true or false. In other words, Honest would continue
27 to harm Plaintiffs and Class Members absent an injunction.

1 196. Plaintiffs, on behalf of themselves and members of the Classes, seek
2 injunctive relief prohibiting Defendant from engaging in the misconduct described
3 herein.

4 197. Plaintiffs seek attorneys' fees and costs as allowed by law.

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

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

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

13 201. Defendant failed to provide appropriate relief for its violations of
14 CLRA §§ 1770(a)(5), (7), (9) and (16) within 30 days of receipt of Plaintiffs
15 Rubin's and Michael's notifications. In accordance with Civ. Code § 1782(b),
16 Plaintiffs and the Classes are entitled, under CLRA § 1780, to recover and obtain
17 the following relief for Defendant's violations of CLRA §§ 1770(a)(5),(7), (9) and
18 (16):

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

25 202. Plaintiff Rubin previously prepared and filed a declaration stating
26 facts showing that the Rubin action was filed in a court described as a proper place
27 for the trial of the action. Since Defendant sought to transfer the Rubin action to

1 this District, Defendant has acknowledged that this District is a proper place for
 2 trial of this Action, and a supplemental CLRA § 1780(d) declaration from
 3 Plaintiffs is not required.

4 **SECOND CLAIM FOR RELIEF**

5 **For Violation of California's False Advertising Law,** 6 **California Business & Professions Code §§ 17500 *et seq.***

7 203. Plaintiffs hereby incorporate by reference the allegations contained in
 8 this Complaint.

9 204. California's False Advertising Law, Business & Professions Code
 10 §§ 17500 *et seq.* ("FAL"), provides that "[i]t is unlawful for any . . . corporation
 11 . . . with intent . . . to dispose of . . . personal property . . . to induce the public to
 12 enter into any obligation relating thereto, to make or disseminate or cause to be
 13 made or disseminated . . . from this state before the public in any state, in any
 14 newspaper or other publication, or any advertising device, or by public outcry or
 15 proclamation, or in any other manner or means whatever, including over the
 16 Internet, any statement . . . which is untrue or misleading, and which is known, or
 17 which by the exercise of reasonable care should be known, to be untrue or
 18 misleading"

19 205. Defendant's acts and practices as described herein have deceived
 20 and/or are likely to deceive Plaintiffs and the Honest Natural Products Class
 21 Members and the Honest Sunscreen Class Members.

22 206. By its actions, Defendant has been and is disseminating uniform
 23 marketing statements concerning the Honest Products, and the performance, facts
 24 connected with, and disposition of Honest Products, which by their nature are
 25 untrue or misleading, and which Defendant knew or should have known were
 26 untrue and/or misleading, within the meaning of California Business &
 27 Professions Code §§ 17500 *et seq.*

1 207. Defendant used numerous advertising devices and other manner and
2 means to disseminate these statements, including those set forth more fully
3 elsewhere in this Complaint.

4 208. The statements are likely to deceive and continue to deceive the
5 consuming public for the reasons detailed above.

6 209. Defendant intended, and continues to intend, that Plaintiffs and the
7 members of the Classes rely upon the untrue and/or leading statements set forth
8 more fully elsewhere in this Complaint.

9 210. In fact, Plaintiffs and the members of the Classes relied upon
10 Defendant's statements to their detriment.

11 211. The above-described untrue and misleading marketing
12 representations Honest disseminated continue to have a likelihood to deceive
13 Plaintiffs and Class Members.

14 212. Plaintiffs and Class Members have experienced an economic injury as
15 a result of Defendant's untrue and/or misleading statements.

16 213. Plaintiffs Rubin and Da Silva and the members of the Honest Natural
17 Products Class purchased Honest Natural Products and paid a premium for them
18 based on Defendant's untrue and/or misleading statements.

19 214. Plaintiffs Michael, Hembree, and Lung and the members of the
20 Honest Sunscreen Class purchased ineffective Honest Sunscreen products, which
21 they would never have purchased but for Defendant's untrue and/or misleading
22 statements.

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

24 216. If the Honest Natural Products were reformulated such that the
25 "natural" labeling and advertising would be true and/or Honest Sunscreen products
26 were reformulated such that the "natural" and "effective" labeling and advertising
27

1 would be true, Plaintiffs and Class Members would consider purchasing the
2 Honest Products again.

3 217. However, even if the products were reformulated, Plaintiffs and Class
4 Members would be unable to ascertain whether the “natural” labels were true.

5 218. Even if the synthetic ingredients identified above were removed from
6 the Natural Products, Plaintiffs and Class Members – reasonable consumers who
7 are not chemistry experts – would not know whether the *new* ingredients are
8 natural. Thus, in the future, Plaintiffs and Class Members still would not know
9 whether the “natural” labeling and advertising was true or false. In other words,
10 Honest would continue to harm Plaintiffs and Class Members absent an injunction.

11 219. Moreover, Honest has not disclosed all of the ingredients in the
12 products. For example, Honest has not disclosed the naturing agents used in its
13 products, or has vaguely described but not identified other ingredients, as
14 described above, such as “enzymes,” which may be produced through synthetic
15 biology, “absorbent bio-core,” “plant based PLA,” or “non-toxic adhesives.”
16 Thus, Plaintiffs and Class Members would be unable to ascertain whether the
17 “natural” representation was true or false. In other words, Honest would continue
18 to harm Plaintiffs and Class Members absent an injunction.

19 220. Plaintiffs on behalf of all members of the Classes seek equitable relief
20 requiring Defendants to refund and restore to Plaintiffs and all members of the
21 Classes the premiums they paid for Honest Natural Products and all monies they
22 paid for Honest Sunscreen in an amount to be determined by this Court but at least
23 \$5,000,000, and injunctive relief prohibiting Defendants from engaging in the
24 misconduct described herein.

THIRD CLAIM FOR RELIEF

For Violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200 *et seq.*

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

222. Plaintiffs assert this claim on behalf of themselves and the members of the Classes against Defendant.

223. Defendant’s misconduct violated the Unfair Competition Law, Business and Professions Code §§ 17200 *et seq.* (“UCL”).

224. 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*.

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

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

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

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

1 226. Defendant's misconduct offends established public policy and is
2 unethical, and/or substantially injurious to Plaintiffs and Class Members.

3 227. Defendant's misconduct undermines and violates the policies codified
4 in the FAL and the CLRA.

5 228. There is no legitimate utility of Defendant's misconduct, let alone any
6 that would outweigh the harm to Plaintiffs and Class Members.

7 229. Plaintiffs and Class Members could not have reasonably avoided the
8 injury each of them suffered, as reasonable consumers had no way of reasonably
9 ascertaining the Honest Products are misbranded and are not properly labeled or
10 advertised, and were at all relevant times dissuaded from avoiding any injury by
11 Defendant's long term advertising campaign.

12 230. Defendant's misrepresentations and its false and misleading
13 advertising regarding Honest Products constitute "fraudulent" business acts and
14 practices because members of the consuming public, including Plaintiffs and Class
15 Members, were and are likely to be deceived thereby.

16 231. In fact, Plaintiffs Rubin and DeSilva and the Honest Natural Products
17 Class Members relied upon Defendant's representations on labels and in
18 advertisements to their detriment and paid a higher price for Honest Natural
19 Products than they would have paid for products that are not natural.

20 232. In fact, Plaintiffs Michael, Hembree, and Lung, and the Honest
21 Sunscreen Class Members relied upon Defendant's representations on labels and
22 in advertisements to their detriment and paid for ineffective products they would
23 not have purchased but for Defendant's untrue and/or misleading statements.

24 233. Defendant's conduct is ongoing and unless restrained, likely to recur.

25 234. If the Honest Natural Products were reformulated such that the
26 "natural" labeling and advertising would be true and/or Honest Sunscreen products
27 were reformulated such that the "natural" and "effective" labeling and advertising

1 would be true, Plaintiffs and Class Members would consider purchasing the
2 products labeled as “natural” again.

3 235. However, even if the products were reformulated, Plaintiffs and Class
4 Members would be unable to ascertain whether the “natural” labels were true.

5 236. Even if the synthetic ingredients identified above were removed from
6 the Natural Products, Plaintiffs and Class Members – reasonable consumers who
7 are not chemistry experts – would not know whether the *new* ingredients are
8 natural. Thus, in the future, Plaintiffs and Class Members still would not know
9 whether the “natural” labeling and advertising was true or false. In other words,
10 Honest would continue to harm Plaintiffs and Class Members absent an injunction.

11 237. Moreover, Honest has not disclosed all of the ingredients in its
12 products. For example, Honest has not disclosed the denaturing agents used in its
13 products, or has vaguely described but not identified other ingredients, such as
14 “enzymes,” which may be produced through synthetic biology, and “absorbent
15 bio-core,” “plant based PLA,” or “non-toxic adhesives,” which may be synthetic.
16 Thus, Plaintiffs and Class Members would be unable to ascertain whether the
17 “natural” representation was true or false. In other words, Honest would continue
18 to harm Plaintiffs and Class Members absent an injunction.

19 238. Plaintiffs and each Class Member has been injured in fact, and has
20 lost money or property, and each is entitled to restitution and injunctive relief.

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

25
26 **FOURTH CLAIM FOR RELIEF**

27 **Breach of Express Warranty**

1 240. Plaintiffs hereby incorporate by reference the allegations contained in
2 this Complaint.

3 241. As set forth hereinabove, Defendant made representations to
4 Plaintiffs and Class Members that, among other things, Honest Sunscreen provides
5 “broad spectrum SPF 30” sun protection and that it is “super safe and super
6 effective” and that it provides the “best broad spectrum protection for your
7 family,” and Honest Natural Products are “natural.”

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

10 243. These promises became part of the basis of the bargain between the
11 parties and thus constituted express warranties.

12 244. Plaintiffs and Class Members reasonably relied on these promises.

13 245. On the basis of these express warranties, Defendant sold and
14 Plaintiffs and the Honest Sunscreen Class Members purchased Honest Sunscreen,
15 and Defendant sold and Plaintiffs and the Honest Natural Products Class Members
16 purchased the Honest Natural Products.

17 246. Honest Sunscreen did not offer the promised sun protection and
18 therefore Defendant breached its express warranties. As a result of Defendant’s
19 breach, Plaintiffs and the Honest Sunscreen Class Members did not receive goods
20 as warranted by Defendant.

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

25 248. Privity exists because Defendant expressly warranted to Plaintiffs and
26 the Honest Sunscreen Class Members that Honest Sunscreen would provide SPF
27

1 30 sun protection on its labeling, which labeling was reviewed and relied upon by
2 Plaintiffs and the Honest Sunscreen Class Members.

3 249. Privity exists because Defendant expressly warranted to Plaintiffs and
4 the Honest Natural Products Class Members that the Honest Natural Products did
5 not contain natural products, including on the labeling of Honest Hand Soap,
6 which labeling was reviewed and relied upon by Plaintiffs and the Honest Natural
7 Products Class Members.

8 250. As a proximate result of Defendant's breaches of warranty, Plaintiffs
9 and members of the Classes have been damaged in an amount to be determined at
10 trial.

11 **FIFTH CLAIM FOR RELIEF**

12 **Breach Of Implied Warranty Of Merchantability**

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

14 251. Plaintiffs hereby incorporate by reference the allegations contained in
15 this Complaint.

16 252. Plaintiffs bring this claim on behalf of themselves and the proposed
17 Honest Sunscreen Class.

18 253. As set forth hereinabove, Defendant made representations to
19 Plaintiffs and the Honest Sunscreen Class Members that, among other things,
20 Honest Sunscreen provides "broad spectrum SPF 30" sun protection and that it is
21 "super safe and super effective" and that it provides the "best broad spectrum
22 protection for your family."

23 254. Defendant was a merchant with respect to goods of this kind which
24 were sold to Plaintiff and the Honest Sunscreen Class Members, and there was in
25 the sale to Plaintiffs and the Honest Sunscreen Class an implied warranty that
26 those goods were merchantable.
27

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

258. As a proximate result of this breach of warranty by Defendant, Plaintiffs and the Honest Sunscreen Class Members have been damaged in an amount to be determined at trial.

14 WHEREFORE, Plaintiffs, on behalf of themselves and the Classes, pray
15 for:

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

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

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

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

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

11 H. Expenses and costs of this action;

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

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

15 Dated: January 12, 2017

16 By /s/ Nicholas A. Carlin

Nicholas A. Carlin

Brian S. Conlon

18 Phillips, Erlewine, Given & Carlin LLP

39 Mesa Street, Suite 201-The Presidio

19 San Francisco, CA 94129

20 Telephone: 415-398-0900

Email: nac@phillaw.com

bsc@phillaw.com

22 /s/ Leonard B. Simon

23 The Law Offices of Leonard B. Simon

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24 San Diego, CA 92101

25 Telephone: 619-338-4549

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/s/ Rebecca A. Peterson

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/s/ Charles J. LaDuca

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/s/ Michael J. Flannery

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/s/ J. Barton Goplerud

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/s/ Yvette Golan

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Email: ygolan@tgfirm.com

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

EXHIBIT A



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94129

Tel: 415.398.0900
Fax: 415.398.0911
www.phillaw.com

Phillips, Erlewine, Given & Carlin LLP

September 3, 2015

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

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

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Re: Notice Per California Consumer Legal Remedies Act

Dear Mr. Lee:

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

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

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

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

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

September 3, 2015

Page 2 of 3

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

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

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

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

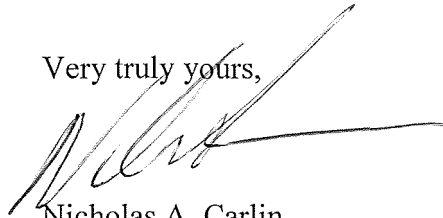
1. Honest has misrepresented Honest Hand Soap, Honest Dish Soap, Honest Diapers, Honest Multi-Surface Cleaner, and Honest Sunscreen as having characteristics, ingredients, uses, and benefits that they do not have (Cal. Civ. Code §1770(a)(5));
2. Honest has misrepresented Honest Hand Soap, Honest Dish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

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

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

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

Very truly yours,

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

Nicholas A. Carlin

EXHIBIT B

**CUNEO
GILBERT &
LADUCA, LLP**

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

September 24, 2015

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

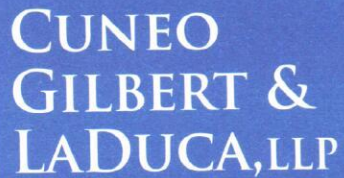
Brian Lee
Chief Executive Officer
The Honest Company, Inc.
2700 Pennsylvania Ave., Ste. 1200
Santa Monica, CA 90404

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

Re: CLRA NOTICE

Dear Mr. Lee,

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



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

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

I. Claim Summary

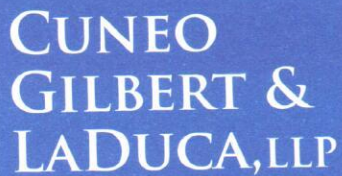
This case involves unfair business practices by Defendant in the marketing and sale of its Sunscreen. According to Defendant, Honest Sunscreen's only active sunscreen ingredient is zinc oxide. Honest Sunscreen originally contained 20 percent zinc oxide. Honest advertises its Sunscreen as effective, safe,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

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

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

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

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



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

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

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

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

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

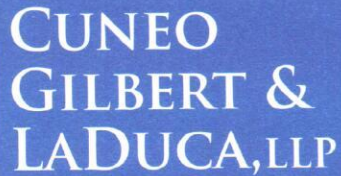
II. Remedy for Unlawful Activity

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

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

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

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



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

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

III. Evidence Preservation

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

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

Very truly yours,

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

Michael Flannery

cc: Plaintiffs’ Counsel

APPENDIX 1

NICHOLAS A. CARLIN (SB 112532)
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Additional Counsel Listed on Signature Page
Attorneys for Plaintiffs

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

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

Case No: 2:15-cv-07059-JAK (AGRx)

**FIRST~~SECOND~~ AMENDED AND
CONSOLIDATED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

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

Travel Packs, (collectively the “Natural Products”)¹ and Honest Sunscreen (together with the Natural Products, the “Honest Products”) as both natural and effective, when in fact, the Natural Products contain non-natural ingredients, and Honest Sunscreen is ineffective.

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

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

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

¹ Honest has discontinued offering some of the Natural Products, has altered packaging, has altered ingredients, or has selectively marketed the products. Honest also regularly introduces new products, advertised as natural, that include non-natural ingredients. The identity of these additional products will be ascertained through discovery, and these products are hereby included as “Natural Products” at issue in this action.

5. Plaintiffs Michael, Hembree, and Lung, and the Honest Sunscreen Class paid for Honest Sunscreen based in part on Defendant's representations that it was effective. Plaintiffs Michael and Hembree used the product as directed and suffered severe sunburns. Plaintiff Lung used the product as directed on her children, who experienced severe sunburns. Numerous customer complaints and negative product reviews indicate Plaintiffs' experiences with Honest Sunscreen were not unique.

JURISDICTION AND VENUE

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

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

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

PARTIES

9. Plaintiff Jonathan D. Rubin is a resident of Los Angeles, California and an individual consumer. During the Natural Products Class Period, Mr. Rubin purchased Honest brand hand soap ("Honest Hand Soap") and Honest brand dish

1 soap (“Honest Dish Soap”) from the supermarket chain Gelson’s Markets in Los
2 Angeles, California. As with all members of the Honest Natural Products Class,
3 Mr. Rubin paid a premium for these Natural Products based upon the
4 representation that the Natural Products are natural, in excess of the price for
5 comparable products not purporting to be natural.

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

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

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

26 13. Plaintiff Ethel Lung is a resident of Burbank, California and an
27 individual consumer. During the Sunscreen Class Period, Ms. Lung purchased

1 Honest Sunscreen from the supermarket chain Costco Wholesale in Burbank,
 2 California. Ms. Lung paid for the Honest Sunscreen because she believed the
 3 sunscreen would effectively protect her family from exposure to UV rays.

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

FACTUAL ALLEGATIONS

Defendant’s Nationwide Distribution

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

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

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

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

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

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

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

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

Defendant's Long-Term Advertising Campaign

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

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

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

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

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

28. Representative samples of the campaign are contained herein.

Defendant's Overarching Brand Advertising

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

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



Join the Honest Company

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

31. 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:

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





32.

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

34. As part of its advertising campaign, Defendant further amplifies its representations with the "honestly FREE guarantee," which is displayed on

1 product labels and displayed at Honest.com, Defendant's Amazon storefront, and
2 partner websites including Target.com.

3 35. The "honestly FREE guarantee" states: "Providing clear, credible,
4 transparent information. No smoke and mirrors. No confusion."

5 36. Defendant further describes itself, its advertising, and its numerous
6 product lines as follows on Honest.com:

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

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

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

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

22 37. Defendant's Chief Creative Officer and celebrity co-founder Jessica
23 Alba serves as the public face of the company.

24 38. To further advertise the company image as selling natural products,
25 Ms. Alba has crafted public statements about Defendant to convince the public
26 that the Defendant is leading a movement to protect consumers from products that
27 contain chemicals.

1 39. Ms. Alba's celebrity status ensures the company's claims are reported
2 by numerous media outlets.

3 40. In this way, Ms. Alba has coordinated her media appearances with
4 Defendant's long-term advertising campaign.

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

- 11 a. Ms. Alba appeared in the hallway of a Congressional office building,
12 before a professional media crew, and stated: "[A]s a business
13 owner, I'm proof of concept that you can do business right—right by
14 humans, right by the planet —and you can be very successful and
15 grow very quickly."
16 b. Mr. Gavigan tweeted the following statement with a picture of the
17 Washington Monument: "Here in D.C. to convince lawmakers to join
18 @honest to protect citizens. #chemical #reform."

19 42. Defendant's representations that advertise the company as "honest,"
20 "natural," and "effective," extending to all of its product lines, are available to
21 consumers via numerous online, offline, and point-of-sale platforms, extending to
22 all or substantially all potential and actual customers that fall within the class
23 definitions set forth in this Complaint.

24 43. By advertising the company as "honest" and as "natural" and
25 "effective," Defendant has extended its overarching advertising claims to each
26 individual product line, such that Defendant has cultivated an image in the minds
27

of consumers that would lead a reasonable consumer to conclude that Defendant's product lines are all "natural" and "effective."

Defendant's Product Advertising: Natural

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

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

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

47. Below is a representative sampling of advertising for various Honest Products. All Honest Products are or were consistently and systematically advertised as (A) "natural" and (B) "honest" throughout the Natural Products Class Period. These representations are and were false as to each Honest Product. Defendant intended that all consumers purchasing Honest Products would be exposed to these advertising claims and take them literally.

Honest Hand Soap

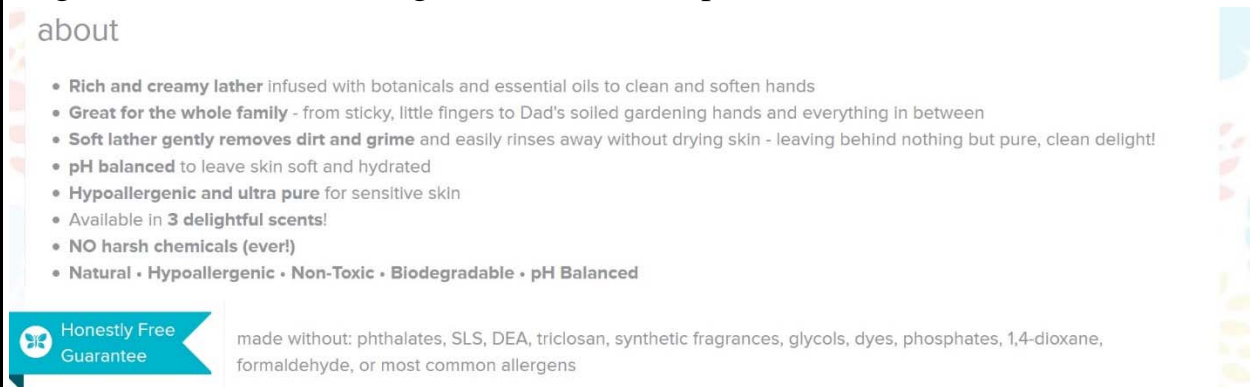
~~47.~~48. Honest Hand Soap product packaging stated and continues to state that the Honest Hand Soap is "natural."

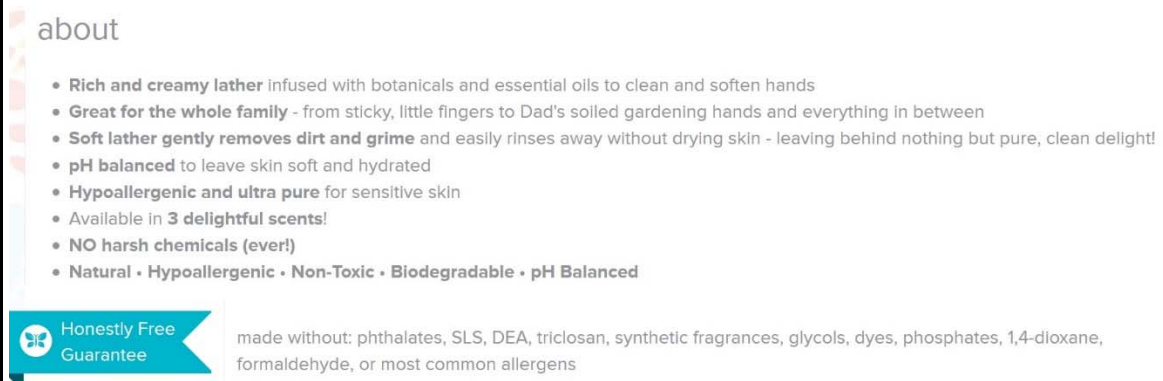
48.49. The following excerpted screenshot appeared on Honest.com on August 14, 2015, displaying Honest Hand Soap product packaging:



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

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





~~51.~~52. On information and belief, these website statements, and all other statements accessible on Defendant's Honest website in August of 2015 that are excerpted in this Complaint, were available online during the duration of the Natural Products Class Period, with the exception of website statements about Honest Sunscreen.

~~52.~~53. By consistently and systematically labeling and advertising Honest Hand Soap as (A) "natural" and (B) "honest" throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Hand Soap would be exposed to these advertising claims and take them literally.

Honest Dish Soap

~~53.~~54. Honest Dish Soap's product webpage on Target.com states that the Honest Dish Soap is "Natural."

~~54.~~55. The product description on Target.com also described and continues to describe Honest Dish Soap as "non-toxic" and containing "no harsh chemicals (ever!)," and in so doing, has amplified Defendant's representation that Honest Dish Soap is natural.

1 ~~55.~~56. The following excerpted screenshots appeared on Target.com on
2 August 14, 2015, displaying Honest Dish Soap product packaging:

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

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

10
11
12
13 ~~56.~~57. Target.com includes a disclaimer stating this description “comes from
14 the product manufacturers.”



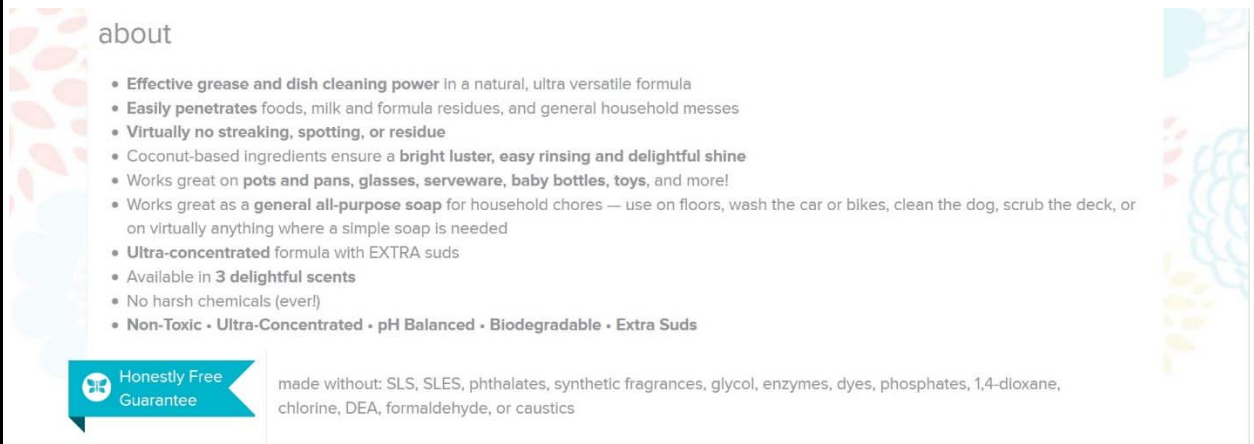
1 ~~57.~~58. Honest Dish Soap product packaging stated and continues to state
2 “plant-based” and “non-toxic,” and in so doing, has amplified its representation
3 that Honest Dish Soap is natural.

4 ~~58.~~59. The following excerpted screenshot appeared on Honest.com on
5 August 14, 2015, displaying Honest Dish Soap product packaging:



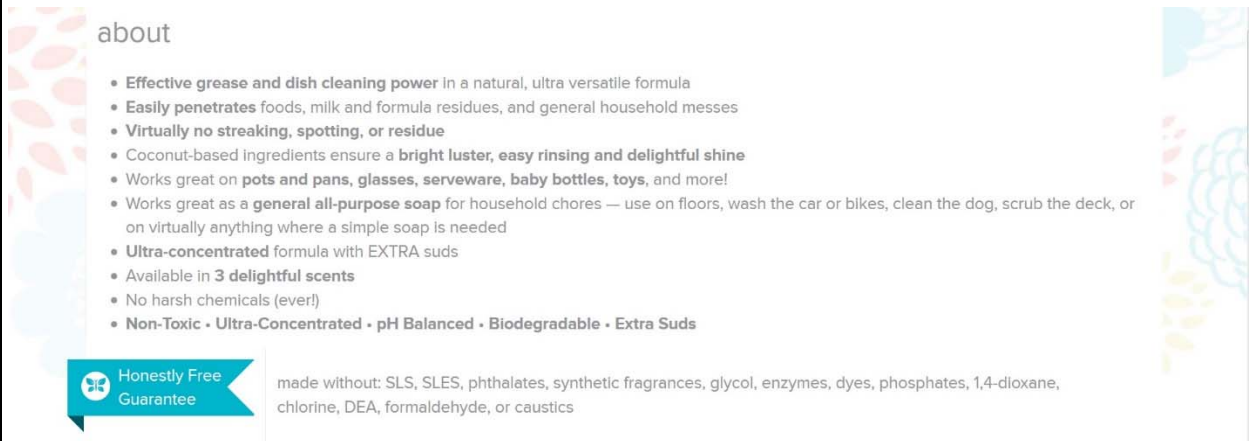
14
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17 ~~59.—Honest Dish Soap’s product webpage on Honest.com stated and~~
18 ~~continues to state that Honest Dish Soap has a “natural” formula; is “non-toxic”;~~
19 ~~and contains “no harsh chemicals (ever!)”; and in so doing, has further amplified~~
20 ~~its representation that Honest Dish Soap is natural.~~

21 ~~60.—The following excerpted screenshot appeared on Honest.com on~~
22 ~~August 14, 2015, describing Honest Dish Soap:~~



60. 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.

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

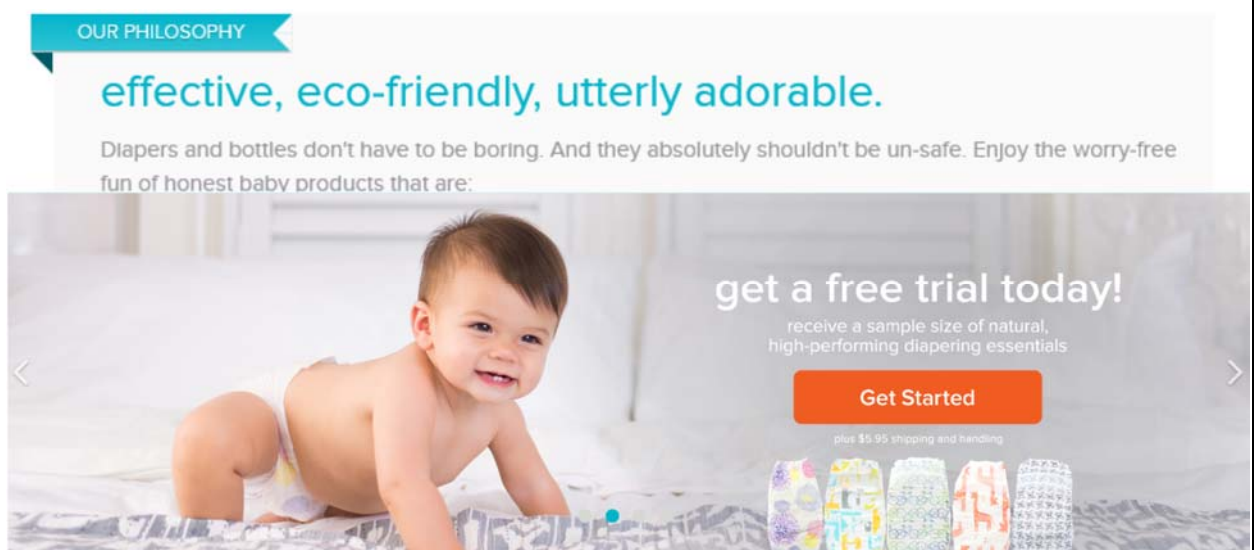


~~61.~~62. By consistently and systematically advertising the Honest Dish Soap as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Defendant intended that all consumers purchasing Honest Dish Soap would be exposed to these advertising representations, and would take them literally.

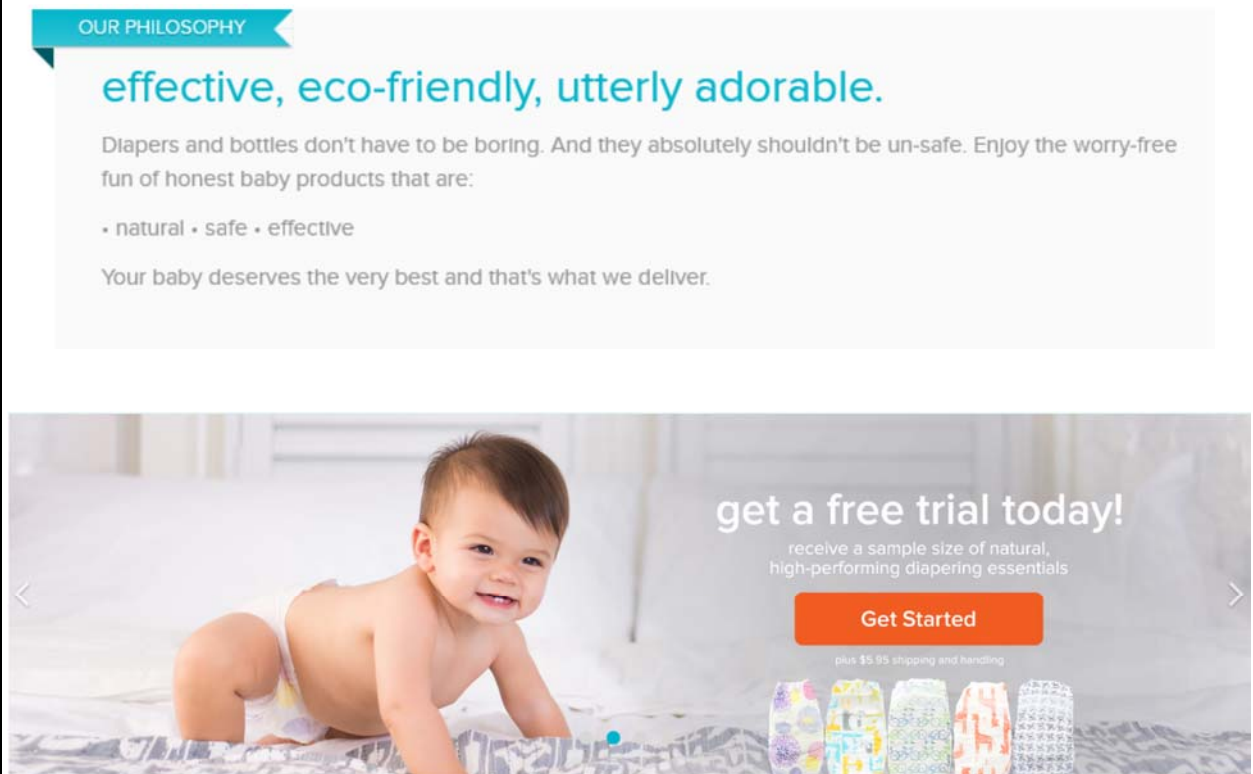
Honest Diapers

~~62.~~63. Honest.com states that Honest Diapers are “natural.”

~~63.~~64. The following excerpted screenshots appeared on Honest.com on August 26, 2015, in the “Diapering” section of the website:



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64-65. 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” `/>`.”

65-66. As a result of this meta-tag, the representation that Honest Diapers are “natural” appears verbatim in Google search results for Honest Diapering.

66-67. The following excerpted screenshot is a Google search conducted for “Honest Diapering” on August 26, 2015:






Google Honest Diapering

Web Videos Shopping Images News More Search tools

About 1,520,000 results (0.38 seconds)

Did you mean: **Honest Diapers**

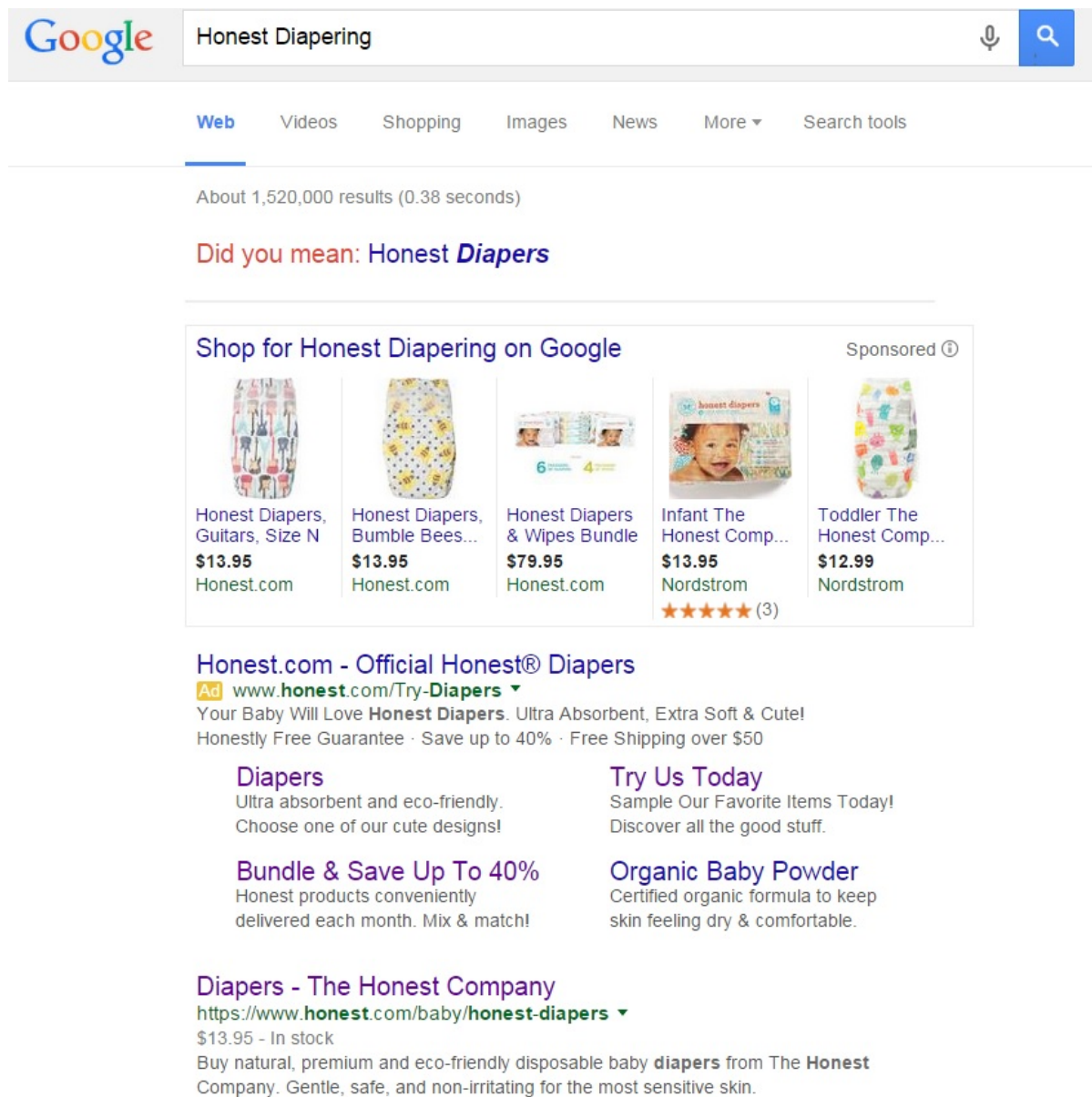
Shop for Honest Diapering on Google Sponsored

				
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 & Cutel!
Honestly Free Guarantee · Save up to 40% · Free Shipping over \$50

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



~~67-68.~~ The Honest Diapers' product webpage on Honest.com states that Honest Diapers are "plant-based" and "safe" and contain "NO HARSH CHEMICALS (EVER)," and in so doing, has amplified its representation that Honest Diapers are "natural."

~~68-69.~~ 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?

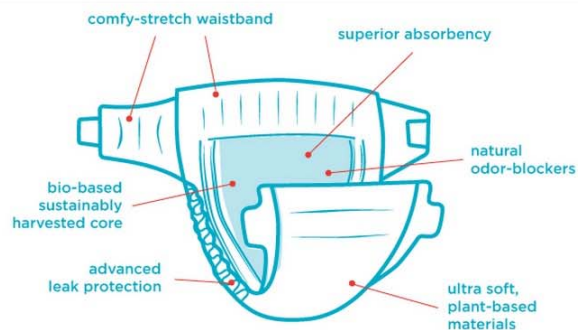
about

- 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



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?

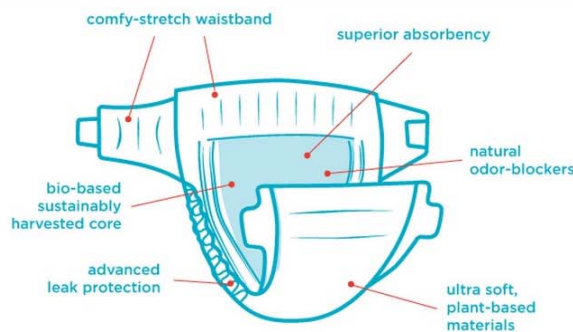
about

- 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



69.70. 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.

70.71. 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](#)

71.72. By consistently and systematically advertising the Honest Diapers as (A) "natural" and (B) "honest" throughout the Natural Products Class Period,

Defendant intended that all consumers purchasing Honest Diapers would be exposed to these advertising representations and would take them literally.

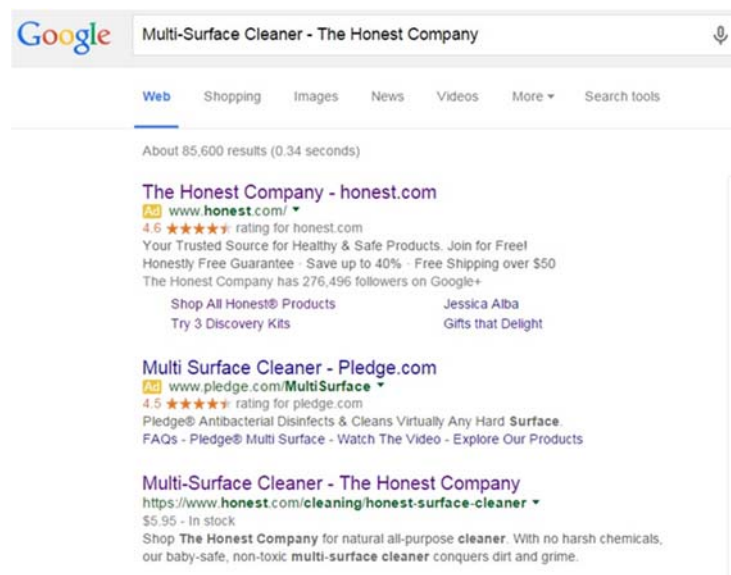
Honest Multi-Surface Cleaner

~~72.~~73. Honest.com states that Honest Multi-Surface Cleaner is “natural.”

~~73.~~74. 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" />.

~~74.~~75. 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.

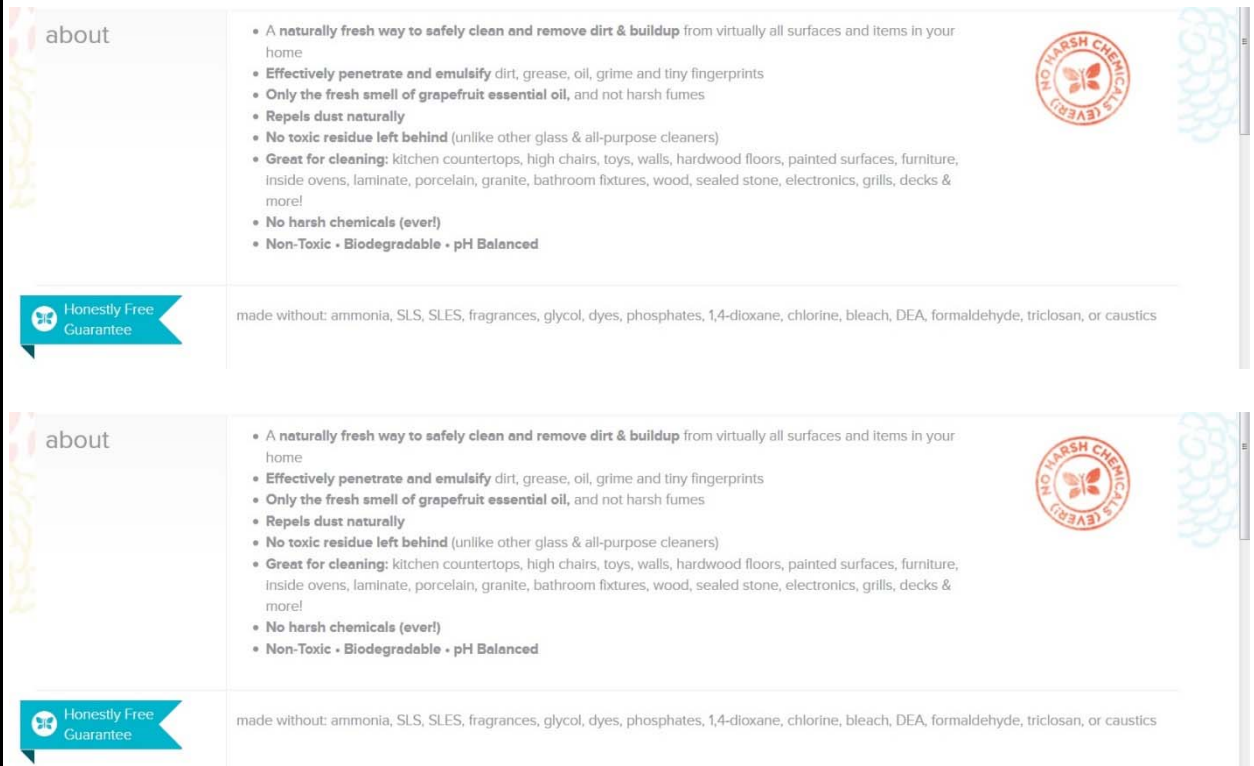
~~75.~~76. The following excerpted screenshot is a Google search conducted for “Multi-Surface Cleaner – The Honest Company” on August 26, 2015:



~~76.~~77. 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),~~” No Harsh Chemicals (ever!),” and “Repels dust naturally.” Each of these statements has amplified Defendant’s representation that Honest Multi-Surface Cleaner is natural.

~~77.~~78. The following excerpted screenshots appeared on Honest.com on August 25, 2015:



~~78.~~79. By consistently and systematically advertising the Honest Multi-Surface Cleaner as (A) “natural” and (B) “honest” throughout the Natural Products Class Period, Honest intended that all consumers purchasing Honest Multi-Surface Cleaner would be exposed to these advertising representations, and would take them literally.

Honest Sunscreen

~~79.~~80. Honest Sunscreen originally contained 20 percent zinc oxide, the only active ingredient. In March 2015, Defendant reformulated Honest Sunscreen to

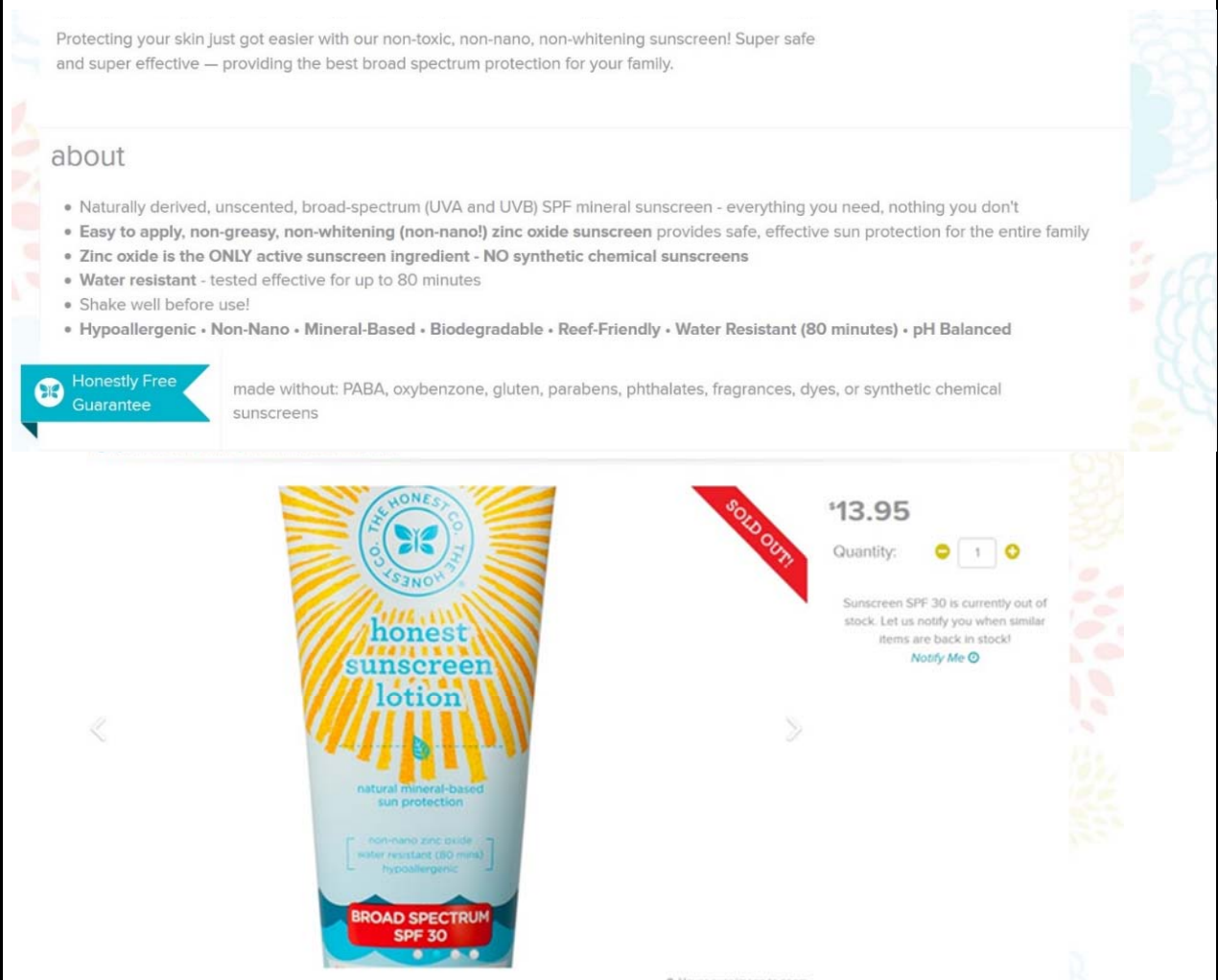
1 contain only 9.3 percent zinc oxide, but continued to advertise Honest Sunscreen
2 as “effective.”

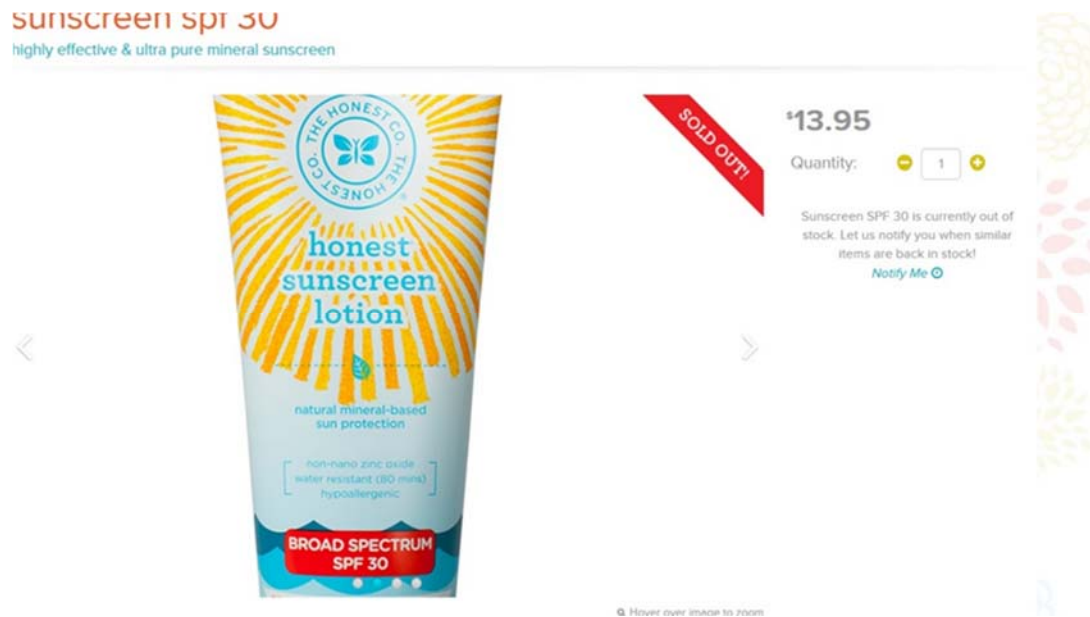
3 ~~80,81.~~ At some point in time during or slightly after March 2015, Defendant
4 labeled Honest Sunscreen as providing (A) “broad-spectrum mineral-based
5 protection” or (B) “natural mineral based sun protection.”

6 ~~81,82.~~ Defendant amplified these representations by labeling Honest
7 Sunscreen with the phrase “broad spectrum SPF 30.”

8 ~~82,83.~~ Honest.com further amplified these representations by describing
9 Honest Sunscreen as “highly effective,” “super effective,” and “safe.”

10 ~~83,84.~~ These excerpted screenshots appeared on Honest.com on August 14,
11 2015:





~~84~~85. By consistently and systematically labeling and advertising Honest Sunscreen as (A) providing “broad-spectrum mineral-based protection”; (B) providing “natural mineral based sun protection”; (C) “effective”; (D) “highly effective,” (E) “super effective;” (F) “safe,” and/or (G) providing “broad spectrum SPF 30” and (H) “honest” throughout the Sunscreen Class Period, Defendant intended that all consumers purchasing Honest Sunscreen would be exposed to these advertising representations and take them literally.

~~85~~86. Defendant’s representations regarding Honest Sunscreen’s sun protection characteristics are not mere puffery, including because sun protection is the product’s express purpose and thus any consumer would necessarily rely on such representations in deciding to purchase the product.

Untrue, Misleading, and/or Deceptive Claims

Natural Goods Advertising

~~86~~87. Defendant’s representations in advertisements and labels are misleading, deceptive, and/or untrue.

1 ~~87,88.~~ Defendant falsely represented and continues to represent, expressly
2 and by implication, that the Natural Products are natural.

3 ~~88,89.~~ “Natural” in the context of Defendant’s products means each product
4 contains no artificial ingredients.

5 ~~89,90.~~ The representation that a product is natural is material to a reasonable
6 consumer.

7 *Synthetic Ingredients Are Not Natural*

8 ~~90,91.~~ Honest Natural Products that Defendant advertised and/or labeled as
9 “natural” contain non-natural ingredients.

10 ~~91,92.~~ Contrary to Defendant’s representations in advertisements and labels,
11 including in product descriptions on Honest.com and Target.com, the each of the
12 Honest Natural Products ~~contain~~contains at least one non-natural ~~ingredients as~~
13 ~~follows~~ingredient, including one or more of the following:

14 a. ~~Honest Dish Soap~~

15 ~~ia.~~ Caprylic/capric triglyceride is an artificial compound manufactured
16 by hydrolyzing coconut oil, removing the free glycerine, and separating the
17 medium chain length fatty acids by fractional distillation. The acids are
18 then blended in the proper ratio and re-esterified with glycerine

19 b. Caprylyl glycol is synthesized by the catalytic oxidation of caprylyl
20 alkine oxides, which are themselves often synthesized. Honest admits on its
21 “honestly blog” that its caprylyl glycol is synthetic:



- 1
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4
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6
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10 c. *Caprylyl/myristyl glucoside* is produced by alcoholysis of glucose
11 with myristyl and caprylyl alcohol under acidic conditions.
12 d. *Cetearyl alcohol* is a mixture of cetyl and stearyl alcohols. Cetyl
13 alcohol is classified as synthetic by federal regulations. It is chemically
14 synthesized by, for example: catalytic hydrogenation of the triglycerides
15 obtained from coconut oil or tallow, oxidation of a chain growth product of
16 ethylene oligomerized on a triethylaluminum catalyst, reaction of palmitoyl
17 chloride and sodium borohydride, reaction of methylthiopalmirate plus
18 Raney nickel. Stearyl alcohol is also produced synthetically.
19 e. *Cetearyl olivate* is synthetic, and is produced from cetyl and stearyl
20 alcohols. Cetyl alcohol is classified as synthetic by federal regulations. It is
21 chemically synthesized by, for example: catalytic hydrogenation of the
22 triglycerides obtained from coconut oil or tallow, oxidation of a chain
23 growth product of ethylene oligomerized on a triethylaluminum catalyst,
24 reaction of palmitoyl chloride and sodium borohydride, reaction of
25 methylthiopalmirate plus Raney nickel. Stearyl alcohol is also produced
26 synthetically.
27

1 f. “Cetyl esters” is a synonym for synthetic spermaceti wax, a wax
2 found in the head of a sperm or bottlenose whale. This synthetic wax is
3 designed to be indistinguishable in composition and properties with natural
4 spermaceti wax. It is a mixture of alkyl esters, most of which are produced
5 synthetically.

6 g. Cocamidopropyl betaine is a synthetic surfactant produced by
7 reacting coconut oil fatty acids with 3,3-dimethylaminopropylamine,
8 yielding cocamidopropyl dimethylamine. It is then reacted with sodium
9 monochloroacetate to produce cocamidopropyl betaine. Trade associations
10 prohibit cocamidopropyl betaine from being included in products labeled as
11 “natural.”

12 h. Cocamidopropyl hydroxysultaine is also a synthetic ingredient,
13 prohibited by the trade associations from household products and personal
14 care products labeled as “natural.”

15 i. Cocamidopropylamine oxide is a synthetic surfactant produced by
16 reacting hydrogenated coconut oil with dimethylamidopropylamine, and
17 further reacting the product with hydrogen peroxide.

18 j. Decyl glucoside can be produced by reacting glucose and n-butanol
19 in the presence of a strong acid catalyst such as p-toluenesulfonic acid or
20 sulfuric acid, followed by the transglycosidation of the resulting butyl
21 glucoside with fatty alcohol to yield decyl glucoside. Alternatively, it can be
22 produced by reacting highly refined glucose with fatty acids in the presence
23 of an acid catalyst.

24 k. For personal care products, ethyl alcohol is produced chemically, and
25 federal regulations classify it as synthetic. Additionally, Honest Co. does
26 not identify the denaturing agent for many of the products.
27

1. *Ethylhexyl palmitate* is obtained by reacting 2-ethylhexyl alcohol with palmitic acid.

m. *Glyceryl stearate* is chemically synthesized by glycerolysis or by esterification of glycerol and stearic acid.

n. According to the ingredient supplier, *guar hydroxypropyltrimonium chloride* is produced by chemically modifying guar gum by adding positively charged trimethylammonium hydroxypropyl ether side chains.

o. *Hydroxyethylcellulose* is prepared by reacting alkali cellulose with ethylene oxide in the presence of alcohol or acetone.

p. *Hydroxypropyl guar hydroxypropyltrimonium chloride* is the hydroxypropyl derivative of guar hydroxypropyltrimonium chloride, which itself is produced by chemically modifying guar gum by adding positively charged trimethylammonium hydroxypropyl ether side chains.

q. *Lauryl glucoside* is produced by alcoholysis of glucose and lauryl alcohol under acidic conditions. Historically, lauryl alcohol was prepared solely from natural products, but is now synthesized from ethylene.

r. *Methylisothiazolinone* is a synthetic biocide preservative produced by the controlled chlorination of dimethyl-dithiodipropionamide in solvent and then neutralized.

s. *Panthenol* is a synthetic compound, produced by adding propanolamine to optically active alpha, gamma-dihydroxy-beta-beta-dimethylbutyrolactone, such as by combining 3-amino-1-propanolamine with the lactone of 2,4-dihydroxy-3,3-dimethyl butyric acid or the panthoic lactone of 2,4-dihydroxy-3,3-dimethyl butyric acid.

t. ~~### *Cocamidopropyl Betaine* a synthetic surfactant.~~

~~### *Phenoxyethanol* a synthetic preservative.~~

b. — ~~Honest Hand Soap~~

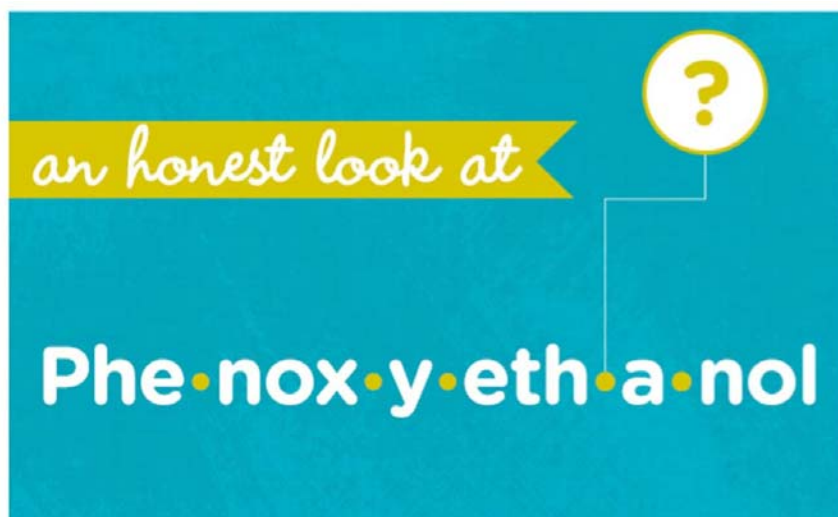
i. — ~~Phenoxyethanol~~ see above.

e. — ~~Honest Multi-Surface Cleaner~~

i. — ~~Methylisothiazolinone~~ see above.

d. — ~~Honest Diapers~~

i. — ~~Sodium Polycrylate~~ a petrochemical-based Phenoxyethanol is produced by reacting phenol with ethylene oxide in the presence of a basic catalyst under pressure and heat. It is classified as synthetic by trade associations governing the use of the term “natural” on household and personal care products. Honest admits on its “honestly blog” that phenoxyethanol is synthetic:



This is part of our ongoing series helping consumers better understand chemicals, chemistry, and product formulations. We translate the science, bust the myths, and give you an honest assessment, so you can make informed choices for your family!

Ingredient: Phenoxyethanol

What it is: Phenoxyethanol can be found naturally in green tea, but the commercial ingredient is synthetically produced in a laboratory creating what's termed a “nature identical” chemical. Specifically, it's created by treating phenol with ethylene oxide in an alkaline medium which all reacts to form a pH-balanced ingredient.

u. PPG-4 Laureth/Myreth-5 is the reaction product of lauryl and/or myristyl alcohol with ethylene oxide and propylene oxide. It is the

1 polyoxypropylene, polyoxyethylene ether of lauryl alcohol and/or myristyl
2 alcohol, containing an average of 5 moles of ethylene oxide and 4 moles of
3 propylene oxide. It is produced by activating the alkyl alcohol with a metal
4 hydroxide, reacting the resulting alkoxide with propylene oxide and
5 ethylene oxide, and then processing, usually with a Brønsted-Lowry type
6 acid or a methyl halide, which can potentially lead to the generation of some
7 1,4-dioxane.

8 v. *Sodium citrate* is classified as synthetic by federal regulations. It is
9 usually prepared by reacting sodium carbonate or sodium hydroxide with
10 citric acid, or by reacting sodium sulfate with calcium citrate.

11 w. *Sodium coco-sulfate* is synthetic, produced by isolating C12 – C18
12 saturated fatty acids from oils, and then sulfonating with chemicals such as
13 sulfuric acid, sulfur trioxide, or chlorosulfonic acid.

14 x. *Sodium lauryl glucose carboxylate* is a novel synthetic surfactant,
15 prohibited by trade groups from household products and personal care
16 products labeled as “natural.”

17 y. *Sodium methyl cocoyl taurate* is synthetic, produced by reacting
18 taurine or a taurate salt with an appropriate fatty acid.

19 z. *Sorbitan olivate* is also synthetic, formed by the esterification of
20 sorbitan with the wax obtained by partial hydrogenation of olive oil.

21 aa. *Triethyl citrate* is prepared by esterifying citric acid with ethyl
22 alcohol.

23 bb. *Ammonium glycyrrhizate* is produced by acid precipitation of
24 licorice root extract, followed by neutralization with dilute ammonia.

25 Ammonia is the fifth-highest-volume chemical produced in the U.S., where
26 it is principally produced by the partial combustion of natural gas.
27

1 cc. *Benzisothiazolinone* is a synthetic biocide that is used as a
2 preservative. According to ingredient suppliers, it is produced by a complex
3 and proprietary series of chemical reactions and separations.

4 dd. While *bisabolol* is naturally occurring substance, the ingredient used
5 in personal care products is alpha-bisabolol, which is synthesized by
6 reacting ketodiene in ether with methyl magnesium iodide, and adding
7 saturated aqueous ammonium acetate solution.

8 ee. According to an ingredient manufacturer, *butyloctyl salicylate* is the
9 synthetically produced ester of Salicylic Acid.

10 ff. *C12-15 Pareth-7* and *C9-11 Pareth-3* can be derived from tallow.
11 However, Honest's products are claimed to be vegan, which would preclude
12 the use of tallow. Thus, the ingredients in Honest's product are synthesized
13 by reacting ethylene oxide with the appropriate alcohol and alkali earth
14 metal or alkoxide, and the reaction is terminated by an acid (e.g.,
15 hydrochloric acid). 1,4 dioxane is commonly formed as a byproduct. It is
16 prohibited by industry associations from household products and personal
17 care products labeled as "natural."

18 gg. *Calcium ascorbate* is classified by federal regulations as a chemical
19 preservative. It is prepared from ascorbic acid and calcium carbonate in
20 acetone or alcohol.

21 hh. *Coco-betaine* is artificially produced by reacting fatty dimethyl
22 amines from coconuts with chloroacetic acid. It is classified as synthetic
23 by trade associations governing the use of the term "natural" on household
24 and personal care products.

25 ii. *Coco-glucoside* is chemically produced through coconut alcohol and
26 glucose. Coconut alcohol is a mixture of the fatty alcohols from the fatty
27

1 acids derived from coconut oil. Glucose is produced commercially by
2 reacting sulfuric acid or hydrochloric acid with starch.

3 jj. *Dipropylene glycol* is produced by reacting propylene glycol and
4 propylene oxide.

5 kk. *Ethylhexylglycerin* is a synthetic skin-conditioning agent produced
6 by the catalytic splitting of ethylhexylglycidyl ether (also an artificial
7 compound). It is prohibited by industry associations from being included in
8 products labeled as “natural.”

9 ll. *Hydrated silica* is also known as synthetic amorphous silicon dioxide.
10 It is synthetically produced by reacting an aqueous alkali metal silicate
11 solution and a mineral acid.

12 mm. *Isopropyl myristate* is produced synthetically, either by reacting
13 myristic acid and isopropanol or myristoyl chloride with 2-propanol.

14 nn. *Isopropyl palmitate* is a synthetic compound prohibited by industry
15 associations from being added to household products and personal care
16 products labeled as “natural.” It is produced by reacting palmitic acid and
17 isopropyl alcohol in the presence of an acid catalyst.

18 oo. *Polysorbate 20* is classified as synthetic by federal regulations, and
19 prohibited by trade groups from being in products labeled as “natural.” It is
20 a surfactant produced by reacting sorbitol and its anhydrides with ethylene
21 oxide.

22 pp. *Polysorbate 80* is similarly a synthetic substance, prohibited by trade
23 groups from being in products labeled as “natural.” It is produced by
24 reacting oleic acid with sorbitol and ethylene oxide.

25 qq. *Polyvinyl alcohol* is a synthetic polymer produced by dissolving
26 polyvinyl acetate in methanol, and adding sodium hydroxide. Alternatively,
27

1 it is produced by hydrolysis of polyvinyl acetate by ester interchange with
2 methanol and sodium methylete.

3 rr. *Potassium citrate* is classified by federal regulations as synthetic. It
4 is prepared by reacting citric acid and potassium hydroxide, or by reacting
5 citric acid with potassium carbonate or bicarbonate.

6 ss. *Potassium cocoate* and *potassium oleate* is derived from oils and
7 potassium hydroxide (itself a synthetic substance).

8 tt. *Potassium sorbate* is produced by reacting sorbic acid and potassium
9 hydroxide. It is classified as a chemical preservative under federal
10 regulations

11 uu. According to federal regulations, *propylene glycol* “does not occur in
12 nature.” Instead, it is manufactured by treating propylene with chlorinated
13 water and sodium carbonate, or by heating glycerol with sodium hydroxide.

14 vv. The *silica* that is in Honest’s products is synthetic, as only the
15 amorphous forms of silica, and more specifically, synthetic amorphous
16 silica and silicates, are used in cosmetics.

17 ww. According to federal regulations, *sodium benzoate* is not found to
18 occur naturally. Instead, it is chemically synthesized by reacting benzoic
19 acid with sodium hydroxide, sodium bicarbonate, or sodium carbonate.

20 xx. *Sodium percarbonate*, also listed as *sodium carbonate peroxide*, is a
21 synthetic substance produced by the reaction of sodium carbonate and
22 hydrogen peroxide.

23 yy. According to federal regulations, *sodium hydroxide* is a synthetic
24 compound, produced by the electrolysis of sodium chloride solution and
25 also by reacting calcium hydroxide with sodium carbonate.

1 zz. According to federal regulations, *sodium metasilicate* is synthetic as
2 “it does not occur naturally but rather is synthesized by melting sand with
3 sodium carbonate at 1400 °C.”

4 aaa. *Sodium palmate* is synthesized by reacting palm oil with sodium
5 hydroxide.

6 bbb. *Sodium polyaspartate* is a new anionic polymeric humectant derived
7 from aspartic acid, an artificial compound.

8 ccc. According to federal regulations, *sodium sulfate* is prepared by the
9 neutralization of sulfuric acid with sodium hydroxide.

10 ddd. *Sorbitol* occurs naturally but is produced synthetically for household
11 products by the electrolytic reduction or the transition metal catalytic
12 hydrogenation of sugar solutions containing glucose or fructose.

13 eee. *Tocopherols* are classified as synthetic substances by federal
14 regulations, even when extracted from natural oils, done through molecular
15 distillation, solvent extraction, or absorption chromatography.

16 fff. By federal regulation, *triacetin* is prepared by heating glycerin with
17 acetic anhydride alone or in the presence of finely divided potassium
18 hydrogen sulfate. It can also be prepared by the reaction of oxygen with a
19 liquid-phase mixture of allyl acetate and acetic acid using a bromide salt as
20 a catalyst. It is synthetic.

21 ggg. By federal regulation, *calcium glycerophosphate* is prepared by
22 neutralizing glycerophosphoric acid with calcium hydroxide or calcium
23 carbonate. It is synthetic.

24 hhh. Though *calcium silicate* occurs naturally in mineral form, commercial
25 calcium silicate sold for industrial use is prepared synthetically to control its
26 absorbing power.

27 iii. ~~additive.~~

1 *Capryl/capramidopropyl betaine* is a synthetic substance, produced by
2 reacting coconut oil fatty acids with synthetic substances, including 3,3-
3 dimethylaminopropylamine.

4 jjj. *Cellulose gum* is prepared synthetically, by treating cellulose with
5 alkali, reacting with sodium monochloroacetate, and purifying.

6 kkk. *Polyglyceryl-4 laurate/sebacate* is the monoester of Polyglycerin-4
7 and a mixture of lauric and sebacic acids.

8 lll. *Polyglyceryl-6 caprylate/caprate* is the monoester of polyglycerin-6
9 (q.v.) and a mixture of caprylic and capric acids.

10 mmm. *Zinc ricinoleate* is chemically produced, such as by reacting a zinc
11 compound with a ricinoleic acid-rich mixture obtained by cleaving glycerol
12 from castor oil.

13 nnn. While *urea* exists in nature, it is synthesized for commercial use from
14 carbon dioxide and ammonia.

15 ooo. *Isopropyl alcohol* is classified as synthetic by federal regulations.

16 ppp. According to federal regulations, *titanium dioxide* is a synthetically
17 prepared color additive.

18 qqq. According to federal regulations, the color additive *zinc oxide* is
19 manufactured by the French process, whereby zinc metal isolated from zinc-
20 containing ore is vaporized and then oxidized.

21 rrr. *Polymer spandex* is a petroleum-based, synthetic fiber manufactured
22 by reacting a diamine with a diisocyanate and a polyether/polyester polyol.

23 sss. *Sodium polyacrylate* is synthetic, produced, e.g., by the
24 polymerization of acrylic acid and subsequent hydrolysis of the polyacrylic
25 acid with an aqueous sodium hydroxide solution.

26 ttt. *Sodium Lauroyl Methyl Isethionate* is also synthetic, produced by
27 reacting dodecanoic acid and sodium methyl isethionate.

uuu. Other ingredients are also synthetic, including *polyolefin*, *polyurethane*, *tetrasodium iminodisuccinate*, *triethoxycaprylylsilane*, *polyglyceryl-4 oleate*, *polyhydroxystearic acid*, *dl-alpha tocopherol acetate*, *hydrogenated methyl abietate*, and *hydroxyethyl ammonium methyl sulfate*.

92. Other ingredients in Honest's products may be synthetic. For example:

a. The *enzymes* used in Honest's products may be produced from genetically modified materials, as most enzymes used in household products nowadays are.

b. *Amylase* may be produced from genetically modified materials, as most enzymes used in household products nowadays are.

c. *Glycerin* can be naturally produced, but is typically chemically manufactured by, e.g., hydrogenolysis of carbohydrates; by hydration of epichlorohydrin followed by reaction with sodium hydroxide; reaction of allyl alcohol with hydrogen peroxide; reaction of allyl alcohol with peracetic acid followed by hydrolysis. Glycerin can also be produced from propylene oxide, where propene is epoxidized to propylene oxide, which is then isomerized to allyl alcohol. A second epoxidation is carried out with peracetic acid, and the resulting glycidol is hydrolyzed to glycerol.

d. *Acetic acid* may be chemically synthesized, such as by oxidation of acetaldehyde derived from ethylene, liquid phase oxidation of butane, and reaction of carbon monoxide with methanol derived from natural gas.

e. *Menthol* can be produced from mint oils or prepared synthetically.

f. *Sodium bicarbonate* may be chemically synthesized, depending on the processing methods used. In cosmetic products, sodium bicarbonate is typically artificially produced by the Solvay process, where carbon dioxide

1 is bubbled through a solution of sodium chloride and ammonia to precipitate
2 sodium bicarbonate.

3 g. *Sodium cocoate* is the sodium salt of coconut acid. Coconut acid is
4 produced by hydrolysis and isolation of fatty material from coconut oil, and
5 is then distilled. The result is then reacted with sodium hydroxide to
6 produce sodium cocoate.

7 93. Honest has concealed the nature, identity, source, and/or method of
8 preparation of additional ingredients, which may also be synthetic ingredients.
9 Thus, discovery is necessary to uncover the true nature of other ingredients in
10 Honest's products.

11 94. Synthetic ingredients are artificial, not natural.

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

15 (a)—~~Methylisothiazolinone—EWG Rating: 7 out of 9—"High~~
16 ~~Hazard."~~

17 (b)—~~Cocamidopropyl Betaine—EWG Rating: 4 out of 9—~~
18 ~~"Moderate Hazard."~~

19 (c)—~~Phenoxyethanol—EWG Rating: 4 out of 9—"Moderate~~
20 ~~Hazard."~~

21 (d)—~~Sodium Polycrylate—EWG Rating: 3 out of 9—"Moderate~~
22 ~~Hazard."~~

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

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

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

7 98. As shown above, Defendant stated on the “honestly blog” that the
8 ingredient Phenoxyethanol is “synthetically produced in a laboratory.”

9 99. 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.

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

16 101. If these products were reformulated such that the “natural” labeling
17 and advertising would be true, Plaintiffs would ~~all~~ consider purchasing ~~Honest~~ the
18 Natural Products again.

19 102. However, even if the products were reformulated, Plaintiffs would be
20 unable to ascertain whether the “natural” labels were true.

21 103. Even if the synthetic ingredients identified above were removed from
22 the Natural Products, Plaintiffs – reasonable consumers who are not chemistry
23 experts – would not know whether the *new* ingredients are natural. Thus, in the
24 future if Defendant ceases selling misrepresented products as alleged, Plaintiffs
25 still would not know whether the “natural” labeling and advertising was true or
26 false. In other words, Honest would continue to harm Plaintiffs absent an
27 injunction.

1 ~~101.~~104. Moreover, Honest has not disclosed all of the ingredients in
2 ~~this Complaint.~~ the products. For example, Honest has not disclosed the naturing
3 agents used in its products, or has vaguely described but not identified other
4 ingredients, as described above, such as “enzymes,” which may be produced
5 through synthetic biology, “absorbent bio-core,” “plant based PLA,” or “non-toxic
6 adhesives.” Thus, Plaintiffs would be unable to ascertain whether the “natural”
7 representation was true or false. In other words, Honest would continue to harm
8 Plaintiffs absent an injunction.

9 ~~102.~~105. By claiming Natural Products that contain synthetic ingredients
10 are natural, Defendant knowingly deceived and misled reasonable consumers and
11 knowingly made representations in advertising and/or labels Defendant knew to be
12 untrue and would mislead consumers, or which by the exercise of reasonable care
13 Defendant should have known were untrue and would mislead consumers.

14 *Sunscreen Advertising*

15 ~~103.~~106. Defendant falsely represented in advertising and labeling, and
16 continues to so represent, expressly and by necessary implication, that Honest
17 Sunscreen is effective, when Defendant knew the only active ingredient in Honest
18 Sunscreen had been reduced by more than half in March 2015.

19 ~~104.~~107. According to Defendant, “Zinc oxide is the ONLY active
20 sunscreen ingredient” in Honest Sunscreen.

21 ~~105.~~108. Honest Sunscreen originally contained 20 percent zinc oxide.
22
23
24
25
26
27

106.109. As of March 15, 2015, Defendant's website stated Honest
Sunscreen's zinc oxide content was 20 percent and the Drug Facts on the back of
Honest Sunscreen's bottle stated "Active Ingredient: Zinc Oxide 20%":²



² Id.



107,110. However, sometime later in March 2015, Defendant quietly reformulated Honest Sunscreen to contain only 9.3 percent zinc oxide. (In comparison, other sunscreens typically contain between 18 and 25 percent zinc oxide.)

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

details &
ingredients
details &
ingredients

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

ACTIVE INGREDIENT:

Non-Nano Zinc Oxide 9.3%

INACTIVE INGREDIENTS:

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

*Certified Organic Ingredient







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

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

1 ~~111.~~114. These representations are material to a reasonable consumer.
2 This is evidenced by ~~Defendants~~Defendant making these representations in
3 labeling and advertising in online webpage descriptions on Honest.com, and point-
4 of-sale displays, and in other advertising materials.

5 ~~112.~~115. Defendant knew or should have known its representations
6 would mislead consumers about Honest Sunscreen's sun protection characteristics.

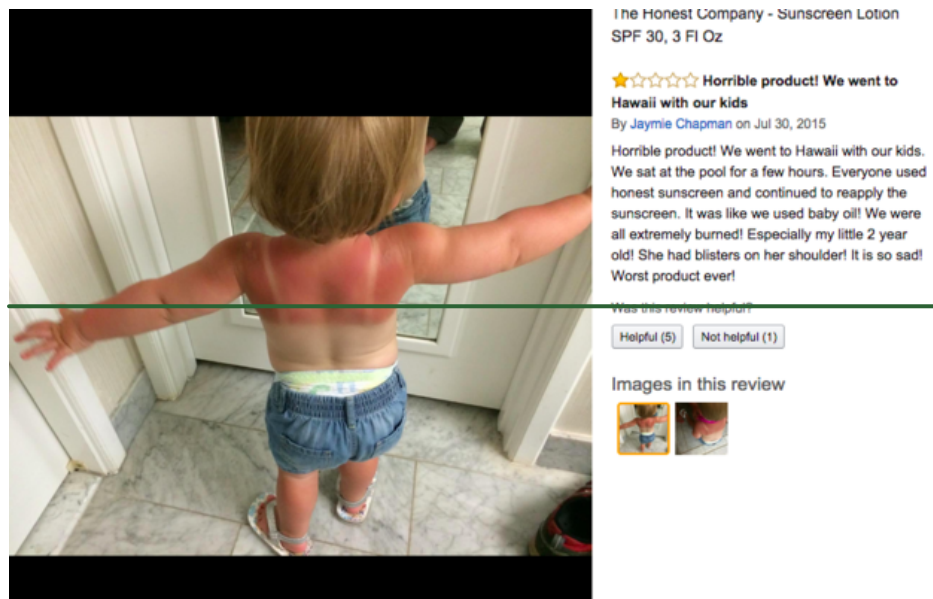
7 *Honest Sunscreen Is Ineffective*

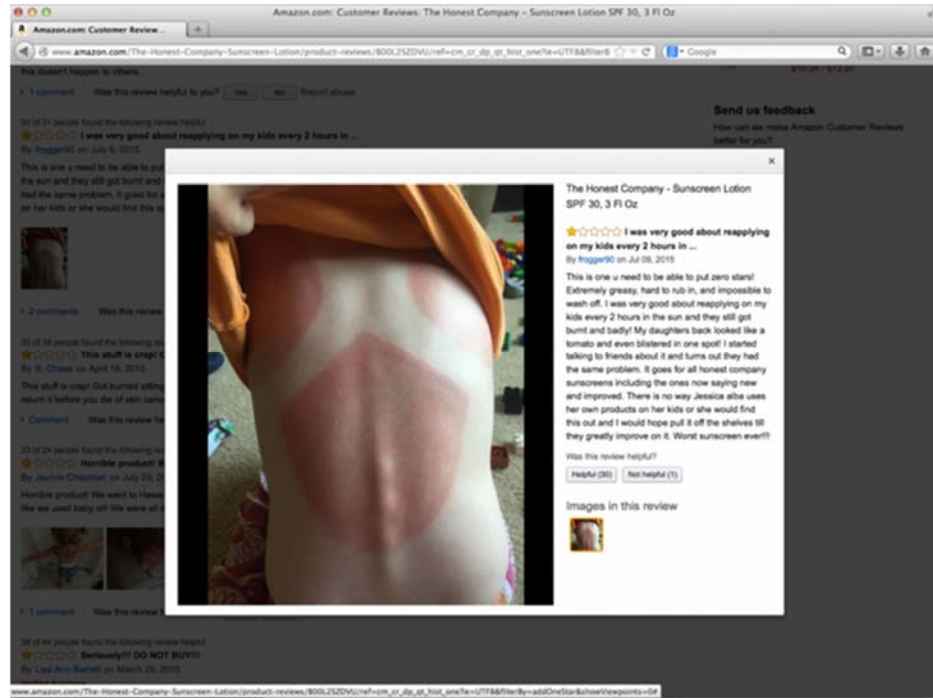
8 ~~113.~~116. Defendant stated and continues to state that Honest Sunscreen
9 is "effective" for sunblock protection and provides "broad-spectrum mineral-based
10 protection" and/or "natural mineral based sun protection."."

11 ~~114.~~117. These representations are untrue, misleading, and/or deceptive.

12 ~~115.~~118. Defendant sought to induce consumers including
13 ~~Plaintiff~~Plaintiffs to purchase Honest Sunscreen by making the above
14 representations regarding its alleged health and safety benefits. As one consumer
15 stated, "I'm not a chemist. . . . But when I buy a bottle that says SPF 30 on it and
16 it has zinc oxide, I just thought I was getting her a bottle that would offer some
17 protection." (Lisa Parker, "Burn Notice: Angry Parents, Sunburned Kids and
18 Complaints About a Popular Brand of Sunscreen," NBC Chicago,
19 [http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html)
20 [Popular-Sunscreen-Brand-318367591.html](http://www.nbcchicago.com/news/local/Angry-Parents-Complaints-About-Popular-Sunscreen-Brand-318367591.html) (last visited Jan. 4, 2016)).

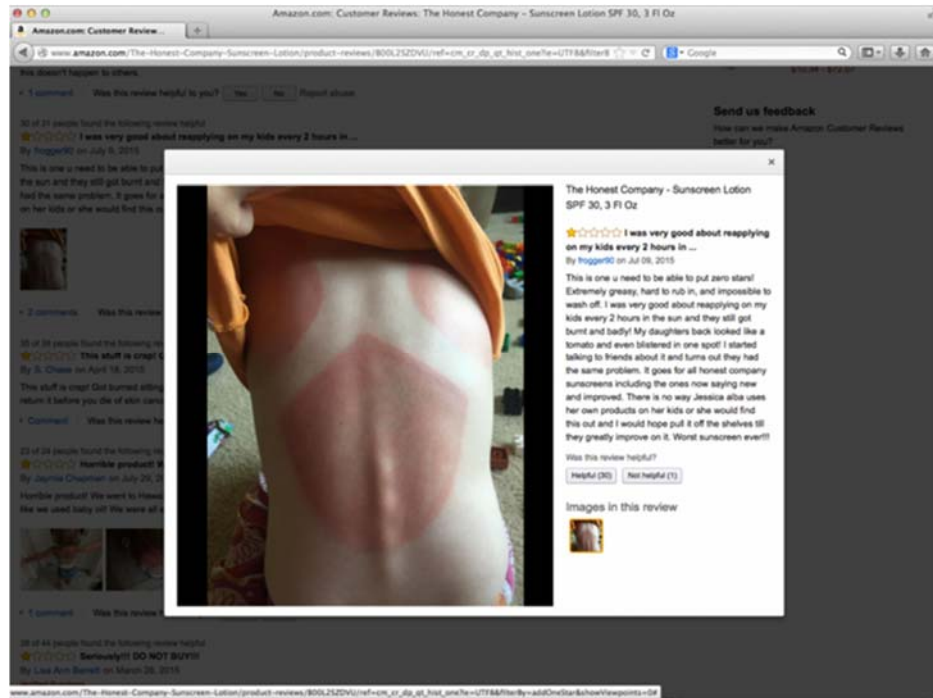
116.119. Defendant's claims regarding Honest Sunscreen's effectiveness
are directly contradicted by Plaintiffs' experiences and those of hundreds of other
unhappy customers, to wit:











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

Jessica Alba's Honest Company has come under fire by unhappy customers who say the brand's sunscreen option is sub-par. Several

1 people took to social media to show off the painful-looking sunburns
2 they got after using the product, with many mentioning they were only
3 in the sun for a few minutes. A study done by NBC5 Chicago found
4 that Honest's sunscreen contains only 9.3 percent non-nano zinc oxide
5 while other products contain 18 to 25 percent of the active ingredient.
6 They wonder if the reduced amount of zinc oxide contributed to the
7 issues customers were having. Honest changed its formula, which
8 originally had 20 percent zinc oxide, earlier this year but claims to have
9 added other components to make up for the reduced amounts.

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

13 ~~118.~~121. Defendant's Amazon marketplace webpage contains
14 documented customer reviews that detail evidence of sunburn and blisters
15 resulting from exposure to the sun, after applying Honest Sunscreen.

16 ~~119.~~122. Defendant's Twitter and Facebook ~~account~~accounts received
17 numerous messages published by users who documented sunburn injuries
18 resulting from exposure to the sun, after applying Honest Sunscreen.

19 ~~120.~~123. Consumer comments on Defendant's blog also contained
20 numerous complaints about sunburn and after-effects resulting from exposure to
21 the sun after applying Honest Sunscreen.

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

23 ~~121.~~124. Defendant continued to represent that Honest Sunscreen was
24 effective even after learning that numerous consumers suffered sunburns using
25 Honest Sunscreen.

26 ~~122.~~125. Defendant responded to the media backlash with a statement
27 that compounded its deceptive representations regarding Honest Sunscreen.

Specifically, Defendant stated, “Our previous Sunscreen formulation had a 40-minute water resistance and customers told us that it didn’t apply as easily as they would’ve liked. Based on our own experience and consumer feedback, we redesigned our Sunscreen Lotion for 80-minute water resistance and an improved formulation that allows for easier application and a lighter-weight feel.”

~~123.~~126. Defendant further attempted to create false confidence in Honest Sunscreen by claiming it was tested by a third party to meet FDA standards, even though according to the FDA it neither verifies such testing nor requires any company to share the result of any such testing.

~~124.~~127. Defendant’s false advertising misconduct is further belied by its own subsequent actions. According to one news story:

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

Plaintiffs’ Experience with ~~Defendants’~~Defendant’s Advertising and Products

Plaintiffs’ Purchase of the Products

Hand Soap

~~125.~~128. Starting in late 2013 and through the summer of 2015, Plaintiff Stavroula purchased Honest Hand Soap from Target in the State of Florida.

~~126.~~129. In or about July 2015, Plaintiff Rubin purchased “lemongrass” Honest Hand Soap from Gelson’s Markets in Los Angeles, California.

Dish Soap

~~127.~~130. Starting in late 2013 and through the summer of 2015, Plaintiff Stavroula purchased Honest Dish Soap from Target in the State of Florida.

~~128.~~131. In or about July 2015, Plaintiff Rubin purchased “white grapefruit” Honest Dish Soap from Gelson’s Markets in Los Angeles, California

Sunscreen

~~129.~~132. In late April or early May 2015, Plaintiff Michael purchased Honest Sunscreen at Costco Wholesale in West Des Moines, Iowa.

~~130.~~133. On June 26, 2015 Ms. Hembree purchased Honest Sunscreen from Costco Wholesale in Burlington, Kansas.

~~131.~~134. On March 29, 2015, Ms. Lung purchased Honest Sunscreen from Costco Wholesale in Burbank, California.

Plaintiffs’ Exposure to the False Advertising and the Resulting Harm

~~132.~~135. Plaintiffs Rubin, Michael, Da Silva, Hembree, and Lung all actually witnessed Defendant’s advertising campaign.

~~133.~~136. Starting in at least February 2015, Rubin became aware of the Honest Company’s representations that its Hand Soap and Dish Soap, along with its other products, were “natural” and non-toxic. From approximately February 2015 through at least July 2015, he viewed Defendant’s website several times, he saw Defendant’s ads on Facebook and saw banner ads on other websites, promoting its products as “natural.” He also viewed videos of Jessica Alba on television and the internet promoting Defendant’s image as a company that only sells natural products

~~134.~~137. When Rubin purchased the Honest Hand Soap in or about July 2015, he saw Defendant’s representation on the label that the product was “natural.”

1 ~~135.~~138. Rubin bought the Honest Hand Soap and Dish Soap, which
2 were marked up at a premium as compared to comparable products, based on
3 Defendant's representations on its labels, advertising and marketing that the
4 products were natural.

5 ~~136.~~139. Starting in late 2013 and through 2015, Plaintiff Da Silva read
6 and generally believed that Honest products were natural, non-toxic, and plant
7 based. Plaintiff Da Silva saw Defendant's advertising and labeling representations
8 on product packaging, in-store displays, internet advertising, magazines, and
9 advertising and articles in parenting magazines.

10 ~~137.~~140. Plaintiff Da Silva bought the Honest Hand Soap and Dish
11 Soap, which were marked up at a premium as compared to comparable products,
12 based on Defendant's representations on its labels, advertising and marketing that
13 the products were natural.

14 ~~138.~~141. As stated above, Defendant knew or should have known that its
15 representations regarding the Natural Products would mislead consumers into
16 believing those products did not contain synthetic ingredients.

17 ~~139.~~142. Plaintiffs Rubin and Da Silva did not know and had no reason
18 to suspect that Defendant misrepresented the characteristics of Honest Hand Soap
19 ~~and~~ Dish Soap, and other Honest Natural Products.

20 ~~140.~~143. As a result of ~~his payment~~their payments of a premium to
21 Defendant for these Natural Products, both Rubin and Da Silva experienced
22 economic harm.

23 ~~141.~~144. Prior to purchasing Honest Sunscreen, Plaintiffs Michael,
24 Hembree, and Lung all saw Defendant's representations that, among other things,
25 Honest Sunscreen offered "broad spectrum SPF 30" sun protection.

26 ~~142.~~145. For example, in the months prior to her purchase of the
27 Sunscreen in June 2015, Plaintiff Hembree observed Defendant's advertising and

1 marketing of its products, including the sunscreen, as natural, safe and effective,
2 on television, on Defendant's Facebook page, its website, and in floor displays at
3 Costco and other stores.

4 ~~143.~~146. Starting in late 2013, Plaintiff Lung became aware of Honest
5 Sunscreen as a consumer products brand. At least as early as 2013, she purchased
6 pre-2015 formulations of Honest Sunscreen. Lung reasonably believed that the
7 Honest Sunscreen was effective, based upon Defendant's brand and company
8 name, and based upon her experience with earlier versions of the Honest
9 Sunscreen product.

10 ~~144.~~147. Plaintiff Lung purchased Honest Sunscreen from CostCo
11 Wholesale on March 29, 2015. In addition to purchasing a product she believed
12 was effective, based upon her experience with previous Honest Sunscreen
13 products, Lung took special notice that the Honest Sunscreen product she
14 purchased was labelled as SPF 30, and that it offered broad spectrum protection.

15 ~~145.~~148. Plaintiffs Michael and Hembree experienced sunburns as a
16 result of using the product. Plaintiff Lung's children experienced sunburns as a
17 result of using the product.

18 ~~146.~~149. Michael used Honest Sunscreen as directed in May 2015 and
19 suffered a severe sunburn resulting in blistering and peeling.

20 ~~147.~~150. Hembree used Honest Sunscreen as directed starting in August
21 2015 and suffered a severe sunburn as well.

22 ~~148.~~151. Lung applied Honest Sunscreen on her two sons during her
23 family's regular beach outings, in the spring of 2015. Lung applied the sunscreen
24 and abided by package directions, including instructions specific to outdoor use
25 near water. Lung's two children suffered sunburns after using Honest Sunscreen.
26 Assuming that she had misapplied the sunblock, she tried to use the product again,
27

1 during a second outing. Lung's children again experienced sunburn, after which
2 she stopped using Honest Sunscreen.

3 ~~149.~~152. Prior to their purchases, Plaintiffs did not know and had no
4 reason to know Defendant misrepresented Honest Sunscreen's sun protection
5 characteristics.

6 ~~150.~~153. Plaintiffs each paid for an ineffective Honest Sunscreen
7 product and experienced economic harm. Had Plaintiffs known that Defendant
8 falsely marketed and sold Honest Sunscreen, they would not have purchased the
9 Honest Sunscreen product.

10 **Plaintiffs' Reliance Was Reasonable**

11 ~~151.~~154. Plaintiffs reasonably relied on Defendant's own statements and
12 advertising concerning the particular qualities and benefits of their products.

13 ~~152.~~155. Plaintiffs read and relied upon the labels on products in making
14 their purchasing decisions, along with viewing the statements and advertising on
15 Defendant's website and elsewhere on the internet.

16 ~~153.~~156. A reasonable consumer would consider the statements and
17 advertising regarding the sun protection characteristics of a sunscreen. Here,
18 Plaintiffs relied on the specific statements and representations by Defendant that
19 the Honest Sunscreen would provide SPF 30 protection and offered the "best
20 broad spectrum protection."

21 ~~154.~~157. A reasonable consumer would consider the ingredients and
22 physical properties when looking to purchase a natural or organic product. Here,
23 Plaintiffs relied on the specific statements and representations by Defendant that
24 the Natural Products were natural supplemental representations, including that the
25 Natural Products do not contain harsh chemicals, are safe, are non-toxic, and are
26 plant-based.

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

~~155.~~158. Defendant had sufficient notice of its breaches of its express and implied warranties. Defendant had and has exclusive knowledge of the physical and chemical make-up of its Sunscreen and the Natural Products.

~~156.~~159. 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 methylisothiazolinone³:

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.

³ <https://gimmsneaky/#comment-158>

-alba-good-bad-or-

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~~157.~~160. Defendant was also notified of the defective nature of its Honest Sunscreen through consumer contacts, complaints, and news related articles. (David Kroll, "The Failure of Jessica Alba's Honest Company Sunscreen Explained," Forbes, <http://www.forbes.com/sites/davidkroll/2015/08/03/the-failure-of-jessica-albas-honest-company-sunscreen-explained/> (Last accessed on Aug. 3, 2015).)

~~158.~~161. Indeed, on information and belief, Honest itself chose to run tests on its sunscreen based on the numerous complaints, articles and bad press on

1 August 2, 2015. (Jessica Fecteau, “Jessica Alba’s Honest Company
2 ~~Responses~~Responds to Sunscreen Complaints: ‘We Take All Consumer Feedback
3 Very Seriously.’” People.com, available online at
4 <http://www.people.com/article/jessica-alba-honest-company-sunscreen> (last
5 accessed Jan. 7, 2016).) Thus, Defendant had knowledge and notice from
6 proposed class members prior to the filing ~~on~~of any complaint.

7 ~~159.~~162. Plaintiff Michael and Rubin also timely sent Defendant ~~a~~
8 ~~letter~~letters detailing the bases for their claims of breach of implied and express
9 warranties. These letters were sent months before the filing of this consolidated
10 complaint.

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

12 ~~160.~~163. Defendant knew that consumers such as Plaintiffs and the
13 proposed Class would be the ultimate user of the products and target of its
14 advertising and statements.

15 ~~161.~~164. Defendant intended that its statements and representations
16 would be considered by the end-users of its products, including Plaintiffs and the
17 proposed Class.

18 ~~162.~~165. Defendant directly marketed to Plaintiffs through its statements
19 on its websites and packaging.

20 ~~163.~~166. Plaintiffs are the intended beneficiaries of the express and
21 implied warranties.

22 **CLASS ACTION ALLEGATIONS**

23 ~~164.~~167. Plaintiffs bring this action on behalf of themselves and,
24 pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of two
25 nationwide classes (the “Honest Natural Products Class” and the “Honest
26 Sunscreen Class”) that include other similarly situated purchasers of the Honest
27

Products who experienced the same or substantially similar harm as a result of Defendant's false advertising.

HONEST NATURAL PRODUCTS CLASS: All U.S. residents who have purchased Honest 4-in-1 Laundry Packs, Honest Air + Fabric Freshener, Honest Auto Dishwasher Gel, Honest Bar Soap, Honest Bathtime Gift Set, Honest Bubble Bath, Honest Conditioner, Honest Conditioning Detangler, Honest Deodorant, Honest Discovery Set, Honest Dish Soap, Honest Dishwasher Packs, Honest Dryer Cloths, Honest Diapers, Honest Essential Gift Bundle, Honest Face + Body Lotion, Honest Floor Cleaner, Honest Floor Cleaner Concentrate, Honest Foaming Hand Soap, Honest ~~Diapers, Honest or~~ Fruit + Veggie Wash, Honest Essentials Bundles, Honest Glass + Window Cleaner, Honest Glass + Window Cleaner Concentrate, Honest Hand Sanitizer Gel, Honest Hand Soap, Honest Housewarming Gift Set, Honest Kids' Toothpaste, Honest Laundry Detergent, Honest Mouthwash, Honest Multi-Surface Cleaner~~-,~~ Honest Multi-Surface Cleaner Concentrate, Honest Oxy Boost, Honest Rinse Aid, Honest Shampoo and Body Wash, Honest Soothing Bottom Wash, Honest Stain Remover, Honest Stain Remover Concentrate, Honest Toothpaste, Honest Wipes, and Honest Wipes – Travel Packs, (collectively the “Natural ~~Product(s)”)Products”~~ from any retail store or website and who did not register for membership with the Honest Company during the applicable statute of limitations.

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

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

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

~~165.~~168. As used herein, the terms “Natural Products Class Members” and “Sunscreen Class Members” shall mean and refer to the members of the respective Classes described above.

~~166.~~169. Plaintiffs reserve the right to amend the Class definitions, and to add subclasses, as warranted by facts discovered.

~~167.~~170. Class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

~~168.~~171. Numerosity—Federal Rule of Civil Procedure 23(a)(1). The members of the Classes are so numerous that joinder is impracticable. Upon information and belief, there are at least thousands of individual purchasers of Honest Natural Products and Honest Sunscreen. The precise number of Honest Natural Products Class Members or Honest Sunscreen Class Members is unknown to Plaintiffs, but may be ascertained, including by objective criteria. Members of the classes may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods.

~~169.~~172. Commonality and Predominance—Federal Rules of Civil Procedure 23(a)(2) & 23(b)(3). This action involves common questions of law or fact, which predominate over any questions affecting individual members of the Classes. Common questions include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (p) Whether Defendant was unjustly enriched;

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

(4r) Whether Plaintiffs and members of the Classes are entitled to declaratory and injunctive relief.

~~170.~~173. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs each individually and on behalf of the other members of the Classes. Identical statutory violations and business practices and harms are involved. Individual questions, if any, are not prevalent in comparison to the numerous common questions that dominate this action.

~~171.~~174. Typicality—Federal Rule of Civil Procedure 23(a)(3). Plaintiffs' claims are typical of the claims of the other members of each of the Classes because, among other things, all members of the Classes were comparably injured through the uniform misconduct described above and were subject to Defendant's false, deceptive, misleading, and unfair labeling and marketing practices, including the false claims that the Honest Natural Products are natural and the Honest Sunscreen is effective. Plaintiffs do not have any interests adverse to the Classes.

~~172.~~175. Adequacy of Representation—Federal Rule of Civil Procedure 23(a)(4). ~~Plaintiff~~Plaintiffs are adequate representatives of the members of each of the Classes because their interests do not conflict with the interests of the other members of the Class they seek to represent; they have retained competent counsel with experience in complex class action litigation; and Plaintiffs will prosecute this action vigorously. The interests of the members of the Classes will be fairly and adequately protected by Plaintiffs and their counsel.

~~173.~~176. Declaratory and Injunctive Relief—Federal Rule of Civil Procedure 23(b)(2). Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and other members of the Classes, thereby making

appropriate final injunctive relief and declaratory relief, as described below, with respect to the members of the Classes, each as a respective whole.

~~174.~~177. Superiority—Federal Rule of Civil Procedure 23(b)(3). A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other members of the Classes are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for members of the Classes to seek redress for Defendant’s wrongful conduct on an individual basis. Individualized litigation would also pose the threat of significant administrative burden to the court system. Individual cases would create the potential for inconsistent or contradictory judgments, and would increase delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the streamlined benefits of singular adjudication and comprehensive supervision by one court. Given the similar nature of the class members’ claims, the Classes will be easily managed by the Court and the parties and will be managed more efficiently in this integrated class action than through multiple separate actions in the various states.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violation of California’s Consumer Legal Remedies Act

California Civil Code §§ 1750 *et seq.*

~~175.~~178. Plaintiffs hereby incorporate by reference the allegations contained in this Complaint.

1 ~~176.~~179. Plaintiffs bring this claim for relief pursuant to the California
2 Consumers Legal Remedies Act (“CLRA”).

3 ~~177.~~180. Defendant’s conduct violated the CLRA, Civil Code §
4 1770(a)(5), which prohibits “Representing that goods or services have . . .
5 characteristics, ingredients, uses, benefits, or quantities which they do not have.”

6 ~~178.~~181. Defendant’s conduct violated the CLRA, Civil Code §
7 1770(a)(7), which prohibits “Representing that goods or services are of a
8 particular standard, quality or grade . . . if they are of another.”

9 ~~179.~~182. Defendant’s conduct violated the CLRA, Civil Code §
10 1770(a)(9), which prohibits “Advertising goods . . . with intent not to sell them as
11 advertised.”

12 ~~180.~~183. Defendant’s conduct violated the CLRA, Civil Code §
13 1770(a)(16), which prohibits “Representing that the subject of a transaction has
14 been supplied in accordance with a previous representation when it has not.”

15 ~~181.~~184. Honest Products are “goods” within the meaning of Civil Code
16 §-1761(a) and § 1770.

17 ~~182.~~185. Defendant is a “person,” as defined by Civil Code § 1761(c).

18 ~~183.~~186. Plaintiffs and the members of the Classes are “consumers”
19 within the meaning of Civil Code § 1761(d) and § 1770.

20 ~~184.~~187. Plaintiffs Rubin and Da Silva and members of the Classes
21 purchased Honest ~~Hand Soap, Honest Dish Soap, and Honest Sunscreen~~Products
22 for personal, family, and household purposes as meant by Civil Code § 1761(d).

23 ~~185.~~188. Each purchase of the Honest Products by Plaintiffs and each
24 member of the Classes constitutes a “transaction” within the meaning of Civil
25 Code §§ ~~§~~ 1761(e) and ~~§~~ 1770.

26 ~~186.~~189. In fact, ~~Plaintiff~~Plaintiffs Rubin and Da Silva and the Honest
27 Natural Products Class Members relied upon the representations in advertising and

1 labels to their detriment and paid a higher price for Honest Natural Products than
2 they would have paid for products that are not natural.

3 ~~187.~~190. In fact, Plaintiffs Michael, Hembree, and Lung and the Honest
4 Sunscreen Class Members relied upon the representations in advertisements and
5 labels to their detriment and paid for the ineffective Honest Sunscreen products.

6 ~~188.~~191. Defendant's conduct is ongoing and, unless restrained, likely to
7 recur.

8 192. If the Honest Natural Products were reformulated such that the
9 "natural" labeling and advertising would be true and/or Honest Sunscreen products
10 were reformulated such that the "natural" and "effective" labeling and advertising
11 would be true, Plaintiffs and Class Members would consider purchasing the
12 Honest Products again.

13 193. However, even if the products were reformulated, Plaintiffs and Class
14 Members would be unable to ascertain whether the "natural" labels were true.

15 194. Even if the synthetic ingredients identified above were removed from
16 the Natural Products, Plaintiffs and Class Members – reasonable consumers who
17 are not chemistry experts – would not know whether the new ingredients are
18 natural. Thus, in the future, Plaintiffs and Class Members still would not know
19 whether the "natural" labeling and advertising was true or false. In other words,
20 Honest would continue to harm Plaintiffs and Class Members absent an injunction.

21 195. Moreover, Honest has not disclosed all of the ingredients in the
22 products. For example, Honest has not disclosed the naturing agents used in its
23 products, or has vaguely described but not identified other ingredients, as
24 described above, such as "enzymes," which may be produced through synthetic
25 biology, "absorbent bio-core," "plant based PLA," or "non-toxic adhesives."
26 Thus, Plaintiffs and Class Members would be unable to ascertain whether the
27

1 “natural” representation was true or false. In other words, Honest would continue
2 to harm Plaintiffs and Class Members absent an injunction.

3 ~~189.~~196. Plaintiffs, on behalf of themselves and members of the Classes,
4 seek injunctive relief prohibiting Defendant from engaging in the misconduct
5 described herein.

6 ~~190.~~197. Plaintiffs seek attorneys’ fees and costs as allowed by law.

7 ~~191.~~198. CLRA Civil Code § 1782(d) codifies Plaintiffs’ right to amend
8 without leave of court to include a request for damages.

9 ~~192.~~199. On September 3, 2015, Plaintiff Rubin sent a CLRA § 1782-(a)
10 notice letter to Defendant, a copy of which is attached hereto as Exhibit A.
11 Defendant was served with a copy of the letter on September 14, 2015.

12 ~~193.~~200. On September 24, 2015, Plaintiff Michael sent a CLRA § 1782
13 (a) notice to Defendant, a copy of which is attached hereto as Exhibit B.
14 Defendant was served with a copy of the letter shortly after Plaintiff Michael sent
15 the letter.

16 ~~194.~~201. Defendant failed to provide appropriate relief for its violations
17 of CLRA §§ 1770(a)(5), (7), (9) and (16) within 30 days of receipt of
18 ~~Plaintiff~~Plaintiffs Rubin’s ~~notification~~and Michael’s notifications. In accordance
19 with Civ. Code § 1782(b), Plaintiffs and the Classes are entitled, under CLRA §
20 1780, to recover and obtain the following relief for Defendant’s violations of
21 CLRA §§ 1770(a)(5),(7), (9) and (16):

22 (a)——— actual damages under CLRA § 1780(a)(1);

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

24 (c)——— punitive damages under CLRA § 1780(a)(4) and because
25 Defendant has engaged in fraud, malice or oppression;

26 (d)——— attorneys’ fees and costs under CLRA § 1780(d); and
27

(e)_____any other relief the Court deems proper under CLRA §
1780(a)(5).

~~195.202.~~ Plaintiff Rubin previously prepared and filed a declaration
stating facts showing that the Rubin action was filed in a court described as a
proper place for the trial of the action. ~~A copy of that declaration is attached as~~
~~Exhibit D.~~ Since Defendant sought to transfer the Rubin action to this District,
Defendant has acknowledged that this District is a proper place for trial of this
Action, and a supplemental CLRA § 1780(d) declaration from Plaintiffs is not
required.

SECOND CLAIM FOR RELIEF

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

~~196.203.~~ Plaintiffs hereby incorporate by reference the allegations
contained in this ~~First Amended~~ Complaint.

~~197.204.~~ 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 disseminated . . . from this state before the public in any state,
in any newspaper or other publication, or any advertising device, or by public
outcry or proclamation, or in any other manner or means whatever, including over
the Internet, any statement . . . which is untrue or misleading, and which is known,
or which by the exercise of reasonable care should be known, to be untrue or
misleading"

~~198.205.~~ Defendant's acts and practices as described herein have
deceived and/or are likely to deceive Plaintiffs and the Honest Natural Products
Class Members and the Honest Sunscreen Class Members.

1 ~~199.206.~~ By its actions, Defendant has been and is disseminating
2 uniform marketing statements concerning the Honest Products, and the
3 performance, facts ~~connect~~connected with, and disposition of Honest Products,
4 which by their nature are untrue or misleading, and which Defendant knew or
5 should have known were untrue and/or misleading, within the meaning of
6 California Business & Professions Code §§ 17500 *et seq.*

7 ~~200.207.~~ Defendant used numerous advertising devices and other
8 manner and means to disseminate these statements, including those set forth more
9 fully elsewhere in this Complaint.

10 ~~201.208.~~ The statements are likely to deceive and continue to deceive
11 the consuming public for the reasons detailed above.

12 ~~202.209.~~ Defendant intended, and continues to intend, that Plaintiffs and
13 the members of the Classes rely upon the untrue and/or leading statements set
14 forth more fully elsewhere in this Complaint.

15 ~~203.210.~~ In fact, Plaintiffs and the members of the Classes relied upon
16 Defendant's statements to their detriment.

17 ~~204.211.~~ The above-described untrue and misleading marketing
18 representations Honest disseminated continue to have a likelihood to deceive
19 Plaintiffs and ~~members of the Classes~~Class Members.

20 ~~205.212.~~ Plaintiffs and ~~the members of the Classes~~Class Members have
21 experienced an economic injury as a result of Defendant's untrue and/or
22 misleading statements.

23 ~~206.213.~~ ~~Plaintiff~~Plaintiffs Rubin and Da Silva and the members of the
24 Honest Natural Products Class purchased Honest Natural Products and paid a
25 premium for them based on Defendant's untrue and/or misleading statements.

26 ~~207.214.~~ Plaintiffs Michael, Hembree, and Lung and the members of the
27 Honest Sunscreen Class purchased ineffective Honest Sunscreen products, which

1 they would never have purchased but for Defendant's untrue and/or misleading
2 statements.

3 215. Defendant's conduct is ongoing and, unless restrained, likely to recur.

4 216. If the Honest Natural Products were reformulated such that the
5 "natural" labeling and advertising would be true and/or Honest Sunscreen products
6 were reformulated such that the "natural" and "effective" labeling and advertising
7 would be true, Plaintiffs and Class Members would consider purchasing the
8 Honest Products again.

9 217. However, even if the products were reformulated, Plaintiffs and Class
10 Members would be unable to ascertain whether the "natural" labels were true.

11 218. Even if the synthetic ingredients identified above were removed from
12 the Natural Products, Plaintiffs and Class Members – reasonable consumers who
13 are not chemistry experts – would not know whether the new ingredients are
14 natural. Thus, in the future, Plaintiffs and Class Members still would not know
15 whether the "natural" labeling and advertising was true or false. In other words,
16 Honest would continue to harm Plaintiffs and Class Members absent an injunction.

17 219. Moreover, Honest has not disclosed all of the ingredients in the
18 products. For example, Honest has not disclosed the naturing agents used in its
19 products, or has vaguely described but not identified other ingredients, as
20 described above, such as "enzymes," which may be produced through synthetic
21 biology, "absorbent bio-core," "plant based PLA," or "non-toxic adhesives."
22 Thus, Plaintiffs and Class Members would be unable to ascertain whether the
23 "natural" representation was true or false. In other words, Honest would continue
24 to harm Plaintiffs and Class Members absent an injunction.

25 208, 220. Plaintiffs on behalf of all members of the Classes seek
26 equitable relief requiring Defendants to refund and restore to Plaintiffs and all
27 members of the Classes the premiums they paid for Honest Natural Products and

1 all monies they paid for Honest Sunscreen in an amount to be determined by this
2 Court but at least \$5,000,000, and injunctive relief prohibiting Defendants from
3 engaging in the misconduct described herein.

4
5
6
7 **THIRD CLAIM FOR RELIEF**

8 **For Violation of California's Unfair Competition Law ("UCL"), Cal. Bus. &**
9 **Prof. Code §§ 17200 et seq.**

10 ~~209.~~221. Plaintiffs hereby incorporate by reference the allegations
11 contained in this ~~First Amended~~ Complaint.

12 ~~210.~~222. Plaintiffs assert this claim on behalf of themselves and the
13 members of the Classes against Defendant.

14 ~~211.~~223. Defendant's misconduct violated the Unfair Competition Law,
15 Business and Professions Code §§ 17200 et seq. ("UCL").

16 ~~212.~~224. Defendant's misconduct is unlawful under the UCL, as it
17 violates:

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

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

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

25 (d) Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits the
26 dissemination of any false advertisement in or affecting commerce for the purpose
27

of inducing, or which is likely to induce, the purchase of food, drugs, devices, services, or cosmetics.

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

~~213.~~225. Defendant's misrepresentations and its false and misleading advertising constitute "unfair" business acts and practices under the UCL.

~~214.~~226. Defendant's misconduct offends established public policy and is unethical, and/or substantially injurious to Plaintiffs and ~~the members of the Classes.~~Class Members.

~~215.~~227. Defendant's misconduct undermines and violates the policies codified in the FAL and the CLRA.

~~216.~~228. There is no legitimate utility of Defendant's misconduct, let alone any that would outweigh the harm to ~~Plaintiff and the members of the Classes~~Plaintiffs and Class Members.

~~217.~~229. Plaintiffs and ~~the members of the Classes~~Class Members could not have reasonably avoided the injury each of them suffered, as reasonable consumers had no way of reasonably ascertaining the Honest Products are misbranded and are not properly labeled or advertised, and were at all relevant times dissuaded from avoiding any injury by Defendant's long term advertising campaign.

~~218.~~230. Defendant's misrepresentations and its false and misleading advertising regarding Honest Products constitute "fraudulent" business acts and practices because members of the consuming public, including Plaintiffs and ~~the members of the Classes~~Class Members, were and are likely to be deceived thereby.

1 219.231. In fact, ~~Plaintiff~~Plaintiffs Rubin and DeSilva and the Honest
2 Natural Products Class Members relied upon Defendant's representations on
3 labels and in advertisements to their detriment and paid a higher price for Honest
4 Natural Products than they would have paid for products that are not natural.

5 220.232. In fact, Plaintiffs Michael, ~~Rubin~~, Hembree, and Lung, and the
6 Honest Sunscreen Class Members relied upon Defendant's representations on
7 labels and in advertisements to their detriment and paid for ineffective products
8 they would not have purchased but for Defendant's untrue and/or misleading
9 statements.

10 221.233. Defendant's conduct is ongoing and unless restrained, likely to
11 recur.

12 234. If the Honest Natural Products were reformulated such that the
13 "natural" labeling and advertising would be true and/or Honest Sunscreen products
14 were reformulated such that the "natural" and "effective" labeling and advertising
15 would be true, Plaintiffs and Class Members would consider purchasing the
16 products labeled as "natural" again.

17 235. However, even if the products were reformulated, Plaintiffs and Class
18 Members would be unable to ascertain whether the "natural" labels were true.

19 236. Even if the synthetic ingredients identified above were removed from
20 the Natural Products, Plaintiffs and Class Members – reasonable consumers who
21 are not chemistry experts – would not know whether the new ingredients are
22 natural. Thus, in the future, Plaintiffs and Class Members still would not know
23 whether the "natural" labeling and advertising was true or false. In other words,
24 Honest would continue to harm Plaintiffs and Class Members absent an injunction.

25 237. Moreover, Honest has not disclosed all of the ingredients in its
26 products. For example, Honest has not disclosed the denaturing agents used in its
27 products, or has vaguely described but not identified other ingredients, such as

1 “enzymes,” which may be produced through synthetic biology, and “absorbent
2 bio-core,” “plant based PLA,” or “non-toxic adhesives,” which may be synthetic.
3 Thus, Plaintiffs and Class Members would be unable to ascertain whether the
4 “natural” representation was true or false. In other words, Honest would continue
5 to harm Plaintiffs and Class Members absent an injunction.

6 222.238. Plaintiffs and each Class Member has been injured in fact, and
7 has lost money or property, and each is entitled to restitution and injunctive relief.

8 223.239. Defendant should be required to pay damages and/or make
9 restitution to Plaintiffs and the members of the Classes and pay for Plaintiffs’ in an
10 amount to be determined by this Court but at least \$5,000,000 in the aggregate, as
11 well as Plaintiffs’ and the Class members’ attorneys’ fees.

12 13 **FOURTH CLAIM FOR RELIEF**

14 **BREACH OF EXPRESS WARRANTY**

15 **Breach of Express Warranty**

16 224.240. Plaintiffs hereby incorporate by reference the allegations
17 contained in this ~~First Amended~~ Complaint.

18 225.241. As set forth hereinabove, Defendant made representations to
19 Plaintiffs and ~~members of the Classes~~ Class Members that, among other things,
20 Honest Sunscreen provides “broad spectrum SPF 30” sun protection and that it is
21 “super safe and super effective” and that it provides the “best broad spectrum
22 protection for your family,” and Honest Natural Products are “natural.”

23 226.242. The representations set forth herein as to the Natural Products
24 and the Sunscreen constitute express warranties.

25 227.243. These promises became part of the basis of the bargain
26 between the parties and thus constituted express warranties.

1 ~~228.~~244. Plaintiffs and ~~the~~ Class Members reasonably relied on these
2 promises.

3 ~~229.~~245. On the basis of these express warranties, Defendant sold and
4 Plaintiffs and the Honest Sunscreen Class Members purchased Honest Sunscreen,
5 and Defendant sold and Plaintiffs and the Honest Natural Products Class Members
6 purchased the Honest Natural Products.

7 ~~230.~~246. Honest Sunscreen did not offer the promised sun protection
8 and therefore Defendant breached its express warranties. As a result of
9 Defendant's breach, Plaintiffs and the Honest Sunscreen Class Members did not
10 receive goods as warranted by Defendant.

11 ~~231.~~247. The Honest Natural Products contained unnatural ingredients
12 and therefore Defendant breached its express warranties. As a result, Plaintiffs
13 and the Honest Natural Products Class Members did not receive goods as
14 warranted by Defendant.

15 ~~232.~~248. Privity exists because Defendant expressly warranted to
16 Plaintiffs and the Honest Sunscreen Class Members that Honest Sunscreen would
17 provide SPF 30 sun protection on its labeling, which labeling was reviewed and
18 relied upon by Plaintiffs and the Honest Sunscreen Class Members.

19 ~~233.~~249. Privity exists because Defendant expressly warranted to
20 Plaintiffs and the Honest Natural Products Class Members that the Honest Natural
21 Products did not contain natural products, including on the labeling of Honest
22 Hand Soap, which labeling was reviewed and relied upon by Plaintiffs and the
23 Honest Natural Products Class Members.

24 ~~234.~~250. As a proximate result of Defendant's breaches of warranty,
25 Plaintiffs and members of the Classes have been damaged in an amount to be
26 determined at trial.
27

FIFTH CLAIM FOR RELIEF

Breach Of Implied Warranty Of Merchantability

(California Commercial Code § 2314)

~~235.251.~~ Plaintiffs hereby incorporate by reference the allegations contained in this ~~First Amended~~ Complaint.

~~236.252.~~ Plaintiffs ~~brings~~**bring** this claim on behalf of themselves and the proposed Honest Sunscreen Class.

~~237.253.~~ As set forth hereinabove, Defendant made representations to Plaintiffs and the Honest Sunscreen Class Members that, among other things, Honest Sunscreen provides “broad spectrum SPF 30” sun protection and that it is “super safe and super effective” and that it provides the “best broad spectrum protection for your family.”

~~238.254.~~ Defendant was a merchant with respect to goods of this kind which were sold to Plaintiff and the Honest Sunscreen Class Members, and there was in the sale to Plaintiffs and the Honest Sunscreen Class an implied warranty that those goods were merchantable.

~~239.255.~~ Defendant breached the implied warranty of merchantability when it sold Plaintiffs and the Honest Sunscreen Class Members Honest Sunscreen that, among other things, did not conform to the promises or affirmations of fact made on its labels.

~~240.256.~~ Privity exists as Defendant directly marketed Honest Sunscreen to Plaintiffs and the Honest Sunscreen Class Members through its product labeling.

~~241.257.~~ As a result of Defendant’s conduct, Plaintiffs and the Honest Sunscreen Class Members did not receive goods as impliedly warranted by Defendant to be merchantable.

1 ~~242.~~258. As a proximate result of this breach of warranty by Defendant,
2 Plaintiffs and the Honest Sunscreen Class Members have been damaged in an
3 amount to be determined at trial.

4 **SIXTH CLAIM FOR RELIEF**

5 **Negligent Misrepresentation**

6 ~~93.— Plaintiffs hereby incorporate by reference the allegations contained in~~
7 ~~this First Amended Complaint.~~

8 ~~94.— Defendant had a duty to disclose to Plaintiffs and the Honest~~
9 ~~Sunscreen Class Members Honest Sunscreen’s actual quality and characteristics.~~

10 ~~95.— Defendant negligently and/or carelessly misrepresented, omitted and~~
11 ~~concealed from consumers material facts relating to Honest Sunscreen’s quality~~
12 ~~and characteristics including but not limited to its SPF factor and other sun~~
13 ~~protection characteristics.~~

14 ~~96.— Defendant’s misrepresentations and omissions were material and~~
15 ~~concerned the specific characteristics and quality of Honest Sunscreen a~~
16 ~~reasonable consumer would consider in purchasing sunscreen.~~

17 ~~97.— Defendant made such false and misleading statements and omissions~~
18 ~~on its website and product labeling, and in its advertisements and warranties, with~~
19 ~~the intention of inducing Plaintiffs and the Honest Sunscreen Class Members to~~
20 ~~purchase Honest Sunscreen.~~

21 ~~98.— As a result of Defendant’s misstatements, it was under a duty to~~
22 ~~disclose facts necessary to correct those misstatements. Further, Defendant was in~~
23 ~~a better position to discover the misrepresentations than Plaintiffs because~~
24 ~~Defendant controlled its own design, manufacturing, testing, and marketing~~
25 ~~processes.~~

1 ~~105. Based on the mistake, Plaintiffs and the members of the Classes paid~~
2 ~~for the Honest Products.~~

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

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

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

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs, on behalf of themselves and the Classes, pray
19 for:

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

23 B. Declaratory and injunctive relief as permitted by law or equity,
24 including enjoining Defendant from continuing the unlawful practices described
25 herein, and directing Defendant to identify, with Court supervision, victims of the
26 misconduct and pay them restitution and disgorgement of all profits and unjust
27

enrichment Defendant acquired by means of any business practice declared by this Court to be unlawful, unfair, and fraudulent;

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

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

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

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

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

H. Expenses and costs of this action;

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

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

Dated: January 8, ~~2015~~ 12, 2017

By /s/ Nicholas A. Carlin

Nicholas A. Carlin

~~Conor H. Kennedy~~

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JURY DEMAND

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

Dated: January 8, ~~2015~~ 12, 2017

By: /s/ Nicholas A. Carlin
Nicholas A. Carlin

ATTESTATION

I, ~~Nicholas A. Carlin~~ Brian S. Conlon, 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~~ Brian S. Conlon
~~Nicholas A. Carlin~~ Brian S. Conlon