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14  
 15 **UNITED STATES DISTRICT COURT**  
 16 **CENTRAL DISTRICT OF CALIFORNIA**

17 VERONICA BRENNER, on behalf of  
 18 herself and all others similarly situated,

19 Plaintiff,

20 v.

21 PROCTER & GAMBLE CO.,

22 Defendant.  
 23  
 24

Case No. 8:16-1093-JLS-JCG

**SECOND AMENDED  
 CONSOLIDATED COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Veronica Brenner and Angela Banegas (“Plaintiffs”), individually and  
2 on behalf of other similarly situated individuals, allege the following Second Amended  
3 Consolidated Class Action Complaint against defendant Procter & Gamble Co.  
4 (“Defendant”) for making, marketing, and distributing Pampers “natural clean” Wipes,  
5 upon personal knowledge as to themselves and their own acts and upon information  
6 and belief – based upon, *inter alia*, the investigation made by their attorneys – as to all  
7 other matters, as follows:

8 **INTRODUCTION**

9 1. In recent years, consumers have become significantly more aware and  
10 sensitive to the toxicity and impact of household wipes on their health, the health of  
11 their children, and the general environment. As a result, demand has increased for  
12 wipes that are naturally derived and non-toxic.

13 2. Defendant manufactures Pampers “natural clean” Wipes (the “Wipes”)  
14 and distributes them to retailers nationwide for sale to consumers.

15 3. Defendant markets the Wipes to be a natural and safer alternative to  
16 traditional wipes, including traditional Pampers-brand wipes. Unlike other varieties of  
17 Pampers-brand wipes, the Wipes are sold in a green package bearing images of  
18 flowers and leaves that prominently states “natural clean:”



1           4.       Unfortunately for consumers, this is false and misleading. The Wipes are  
2 not natural because they contain an unnatural and potentially harmful ingredient called  
3 phenoxyethanol, which “can depress the central nervous system and may cause  
4 vomiting and diarrhea, which can lead to dehydration in infants” according to the Food  
5 and Drug Administration (“FDA”).<sup>1</sup>

6           5.       That is not all. In May 2012, the Agence Nationale de Sécurité du  
7 Médicament et des Produits de Santé (French National Agency for Medicines and  
8 Health Wipes Safety) (“ANSM”) published a report recommending that  
9 phenoxyethanol should be “avoid[ed] ... in cosmetic Wipes intended for the nappy  
10 area” for “infants under the age of three years” due to concerns of reproductive and  
11 developmental toxicity.

12           6.       At the very least, it is clear than phenoxyethanol is *not* a natural chemical.  
13 In April 2016, the Federal Trade Commission filed complaints against two cosmetics  
14 manufacturers for representing that their products were “natural” when they contained  
15 phenoxyethanol. Both companies agreed to cease marketing the products in question  
16 as being “natural.”<sup>2</sup>

17           7.       Defendant knows about these findings from American and French  
18 governmental agencies. And it knows that consumers use the Wipes on their infants’  
19 nappy areas, hands, and mouths. But Defendant puts phenoxyethanol in the Wipes  
20 anyway.<sup>3</sup>

21           8.       Defendant charges a premium for its “natural clean” Wipes, which are  
22 sold on store shelves alongside non-natural standard wipe offerings. The only reason  
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24  
25 <sup>1</sup> <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm116900.htm>

26 <sup>2</sup> <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care>

27 <sup>3</sup> The Wipes also contain other non-natural and potentially harmful ingredients,  
28 including dimethicone, and ethylhexyl glycerin.

1 consumers purchase the Wipes over the non-natural alternatives is on account of  
2 Defendant’s representation that the Wipes are “natural.”

3 9. This is a proposed class action brought by Plaintiffs, on behalf of a class  
4 of similarly situated individuals, against Defendant for breach of express warranty,  
5 unjust enrichment, and violations of California and Florida consumer protection laws.

6 **JURISDICTION AND VENUE**

7 10. This Court has personal jurisdiction over Defendant. Defendant  
8 purposefully avails itself of the California consumer market and distributes the  
9 Wipes to at least hundreds of locations within this County and thousands of retail  
10 locations throughout California, where the Wipes are purchased by thousands of  
11 consumers every day.

12 11. This Court has original subject-matter jurisdiction over this proposed  
13 class action pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the  
14 Class Action Fairness Act (“CAFA”), explicitly provides for the original jurisdiction  
15 of the federal courts in any class action in which at least 100 members are in the  
16 proposed plaintiff class, any member of the plaintiff class is a citizen of a State  
17 different from any defendant, and the matter in controversy exceeds the sum of  
18 \$5,000,000.00, exclusive of interest and costs. Plaintiffs allege that the total claims  
19 of individual members of the proposed Class (as defined herein) are well in excess of  
20 \$5,000,000.00 in the aggregate, exclusive of interest and costs.

21 12. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial  
22 acts in furtherance of the alleged improper conduct, including the dissemination of  
23 false and misleading information regarding the nature, quality, and/or ingredients of  
24 the Wipes, occurred within this District.

25 **PARTIES**

26 13. Plaintiff Veronica Brenner is an individual consumer who, at all times  
27 material hereto, was a citizen of California. Ms. Brenner has purchased Pampers  
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1 “natural clean” Wipes from a Target store located in Rancho Santa Margarita,  
2 California on many occasions since May 2015 for approximately \$5.99. In  
3 purchasing the Wipes, Ms. Brenner relied on Defendant’s false, misleading, and  
4 deceptive representation that the Wipes provided only a “natural clean,” which was  
5 depicted on a green package alongside images and flowers and leaves. Ms. Brenner  
6 understood this representation to mean that the Wipes did not contain synthetic  
7 chemicals and, at the very least, would not contain chemicals which were potentially  
8 harmful to her child. Had Ms. Brenner known the truth that the statements she  
9 relied on were false, misleading, deceptive, and unfair; she would have not  
10 purchased the Wipes.

11 14. Ms. Brenner would purchase the Wipes in the future if Defendant  
12 changed the composition of the Wipes so that they conformed to their “natural”  
13 name and labeling.

14 15. Plaintiff Angela Banegas is an individual consumer who, at all times  
15 material hereto, was a citizen of Florida. Ms. Banegas purchased the Wipes an  
16 estimated 100 times over the last twelve years at Babies “R” Us, Target, and BJ’s  
17 Wholesale Club in Broward County, Florida. In purchasing the Wipes, Ms. Banegas  
18 relied on Defendant’s false, misleading, and deceptive representation that the Wipes  
19 provided only a “natural clean,” which was depicted on a green package alongside  
20 images and flowers and leaves. Ms. Banegas understood this representation to mean  
21 that the Wipes did not contain synthetic chemicals and, at the very least, would not  
22 contain chemicals which were potentially harmful to her child. Had Ms. Banegas  
23 known the truth that the statements she relied on were false, misleading, deceptive,  
24 and unfair; she would have not purchased the Wipes.

25 16. Ms. Banegas would purchase the Wipes in the future if Defendant  
26 changed the composition of the Wipes so that they conformed to their “natural”  
27 name and labeling.

1 17. Defendant Procter & Gamble Co. is incorporated in the State of Ohio,  
2 with a principal place of business at One Procter & Gamble Plaza Cincinnati, Ohio  
3 45202.

4 18. Defendant manufactures, markets, and distributes the Wipes throughout  
5 California and the United States.

6 **CLASS ALLEGATIONS**

7 19. Plaintiffs seek to represent a class defined as all persons in the United  
8 States who purchased Pampers “natural clean” Wipes (the “Class”). Excluded from  
9 the Class are persons who made such purchases for purpose of resale.

10 20. Ms. Brenner also seeks to represent a Subclass of all Class Members  
11 who purchased the Wipes in California (the “California Subclass”).

12 21. Ms. Banegas also seeks to represent a Subclass of all Class Members  
13 who purchased the Wipes in Florida (the “Florida Subclass”).

14 22. At this time, Plaintiffs do not know the exact number of members of the  
15 Class and Subclasses; however, given the nature of the claims and the number of  
16 retail stores in the United States selling Defendant’s Wipes, Plaintiffs believe that  
17 Class and Subclass members are so numerous that joinder of all members is  
18 impracticable.

19 23. There is a well-defined community of interest in the questions of law  
20 and fact involved in this case. Questions of law and fact common to the members of  
21 the Class that predominate over questions that may affect individual Class members  
22 include:

- 23 a. whether Defendant misrepresented and/or failed to disclose  
24 material facts concerning the Wipes;
- 25 b. whether Defendant’s conduct was unfair and/or deceptive;
- 26 c. whether Defendant has been unjustly enriched as a result of the  
27 unlawful, fraudulent, and unfair conduct alleged in this Complaint such that it would  
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1 be inequitable for Defendant to retain the benefits conferred upon Defendant by  
2 Plaintiffs and the Class;

3 d. whether Defendant breached express warranties to Plaintiffs and  
4 the Class;

5 e. whether Plaintiffs and the Class have sustained damages with  
6 respect to the common law claims asserted, and if so, the proper measure of their  
7 damages.

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

11 a. whether, in violation of California Civil Code § 1770(a)(5),  
12 Defendant represented that the Wipes had characteristics, uses, or benefits which  
13 they did not have;

14 b. whether, in violation of California Civil Code § 1770(a)(9),  
15 Defendant represented on packaging for the Wipes that they had characteristics,  
16 ingredients, uses, or benefits that they do not have;

17 c. whether Defendant is subject to liability for violating California's  
18 Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1784;

19 d. whether Defendant has violated California's Unfair Competition  
20 Law, Cal. Bus. & Prof. Code §§ 17200-17210;

21 e. whether Defendant has violated California's False Advertising  
22 Law, Cal. Bus. & Prof. Code §§ 17500-17536; and

23 f. whether the California Subclass is entitled to an award of  
24 restitution pursuant to California Business and Professions Code § 17203.

25 25. With respect to the Florida Subclass, additional questions of law and  
26 fact common to the members that predominate over questions that may affect  
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1 individual members include whether Defendant violated the Florida Deceptive and  
2 Unfair Trade Practices Act.

3 26. Plaintiffs' claims are typical of those of the Class because Plaintiffs, like  
4 all members of the Class, purchased, in a typical consumer setting, Defendant's  
5 Wipes bearing the natural representations and Plaintiffs sustained damages from  
6 Defendant's wrongful conduct.

7 27. Plaintiffs will fairly and adequately protect the interests of the Class and  
8 have retained counsel that is experienced in litigating complex class actions.  
9 Plaintiffs have no interests which conflict with those of the Class or Subclasses.

10 28. A class action is superior to other available methods for the fair and  
11 efficient adjudication of this controversy.

12 29. The prerequisites to maintaining a class action for equitable relief are  
13 met as Defendant has acted or refused to act on grounds generally applicable to the  
14 Class and the Subclasses, thereby making appropriate equitable relief with respect to  
15 the Class and the Subclasses as a whole.

16 30. The prosecution of separate actions by members of the Class and the  
17 Subclasses would create a risk of establishing inconsistent rulings and/or  
18 incompatible standards of conduct for Defendant. Additionally, individual actions  
19 could be dispositive of the interests of the Class and the Subclasses even where  
20 certain Class members are not parties to such actions.

21 **CAUSES OF ACTION**

22 **COUNT I**

23 **(Unfair and Deceptive Acts and Practices In Violation of the California**  
24 **Consumers Legal Remedies Act)**

25 31. Plaintiffs incorporate by reference and re-allege herein all paragraphs  
26 alleged above.  
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1           32. Plaintiff Brenner brings this cause of action on behalf of herself and  
2 members of the California Subclass.

3           33. This cause of action is brought pursuant to California’s Consumers  
4 Legal Remedies Act, Cal. Civ. Code §§ 1750 -1785 (the “CLRA”).

5           34. Ms. Brenner and the other members of the California Subclass are  
6 “consumers,” as the term is defined by California Civil Code § 1761(d), because they  
7 bought the Wipes for personal, family, or household purposes.

8           35. Ms. Brenner, the other members of the California Subclass, and  
9 Defendant have engaged in “transactions,” as that term is defined by California Civil  
10 Code § 1761(e).

11           36. The conduct alleged in this Complaint constitutes unfair methods of  
12 competition and unfair and deceptive acts and practices for the purpose of the  
13 CLRA, and the conduct was undertaken by Defendant in transactions intended to  
14 result in, and which did result in, the sale of goods to consumers.

15           37. As alleged more fully above, Defendant has violated the CLRA by  
16 falsely representing to Ms. Brenner and the other members of the California Subclass  
17 that the Wipes were natural when they contained unnatural and potentially harmful  
18 chemicals.

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

21           39. CLRA § 1782 NOTICE. On April 15, 2016, a CLRA demand letter was  
22 sent to Defendant via certified mail that provided notice of Defendant’s violation of  
23 the CLRA and demanded that within thirty (30) days from that date, Defendant  
24 correct, repair, replace or other rectify the unlawful, unfair, false and/or deceptive  
25 practices complained of herein. The letter also stated that if Defendant refused to do  
26 so, a complaint seeking damages in accordance with the CLRA would be filed.  
27 Defendant has failed to comply with the letter. Accordingly, pursuant to California  
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1 Civil Code § 1780(a)(3), Ms. Brenner, on behalf of herself and all other members of  
2 the California Subclass, seeks injunctive relief, compensatory damages, punitive  
3 damages, and restitution of any ill-gotten gains due to Defendant’s acts and  
4 practices.

5 **COUNT II**

6 **(Violations of California’s False Advertising Law)**

7 40. Plaintiffs incorporate by reference and re-allege herein all paragraphs  
8 alleged above.

9 41. Ms. Brenner brings this cause of action on behalf of herself and  
10 members of the California Subclass.

11 42. As alleged more fully above, Defendant has falsely advertised the  
12 Wipes by falsely claiming that they are natural when they are not.

13 43. Ms. Brenner and the other members of the California Subclass have  
14 suffered injury in fact and have lost money or property as a result of Defendant’s  
15 violations of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §  
16 17500 *et seq.*

17 **COUNT III**

18 **(Violation California’s Unfair Competition Law)**

19 44. Plaintiffs incorporate by reference and re-allege herein all paragraphs  
20 alleged above.

21 45. Ms. Brenner brings this cause of action on behalf of herself and  
22 members of the California Subclass.

23 46. By committing the acts and practices alleged herein, Defendant has  
24 violated California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§  
25 17200-17210, as to the California Subclass, by engaging in unlawful, fraudulent, and  
26 unfair conduct.

1           47. Defendant has violated the UCL’s proscription against engaging in  
2 *unlawful* conduct as a result of:

- 3           (a) its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7),  
4           and (a)(9), as alleged above; and
- 5           (b) its violations of the FAL, Cal. Bus. & Prof. Code § 17500 *et seq.*  
6           as alleged above.

7           48. Defendant’s acts and practices described above also violate the UCL’s  
8 proscription against engaging in fraudulent conduct.

9           49. As more fully described above, Defendant’s misleading marketing,  
10 advertising, packaging, and labeling of the Wipes is likely to deceive reasonable  
11 consumers. Indeed, Ms. Brenner and the other members of the California Subclass  
12 were unquestionably deceived regarding the natural benefits of the Wipes, as  
13 Defendant’s marketing, advertising, packaging, and labeling of the Wipes  
14 misrepresent and/or omit the true facts concerning the benefits of the Wipes. Said  
15 acts are fraudulent business practices.

16           50. Defendant’s acts and practices described above also violate the UCL’s  
17 proscription against engaging in *unfair* conduct.

18           51. Ms. Brenner and the other California Subclass members suffered a  
19 substantial injury by virtue of buying the Wipes that they would not have purchased  
20 absent Defendant’s unlawful, fraudulent, and unfair marketing, advertising,  
21 packaging, and labeling or by virtue of paying an excessive premium price for the  
22 unlawfully, fraudulently, and unfairly marketed, advertised, packaged, and labeled  
23 Wipes.

24           52. There is no benefit to consumers or competition from deceptively  
25 marketing and labeling the Wipes, which purport to be natural, when this unqualified  
26 claim is false.

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53. Ms. Brenner and the other California Subclass members had no way of reasonably knowing that the Wipes they purchased were not as marketed, advertised, packaged, or labeled. Thus, they could not have reasonably avoided the injury each of them suffered.

54. The gravity of the consequences of Defendant’s conduct as described above outweighs any justification, motive, or reason therefore, particularly considering the available legal alternatives which exist in the marketplace, and such conduct is immoral, unethical, unscrupulous, offends established public policy, or is substantially injurious to Ms. Brenner and the other members of the California Subclass.

55. Defendant’s violations of the UCL continue to this day.

56. Pursuant to California Business and Professional Code § 17203, Ms. Brenner and the California Subclass seek an order of this Court that includes, but is not limited to, an order requiring Defendant to:

- (a) provide restitution to Ms. Brenner and the other California Subclass members;
- (b) cease the unlawful practices set forth herein;
- (c) engage in a corrective advertising campaign;
- (d) disgorge all revenues obtained as a result of violations of the UCL; and
- (e) pay Ms. Brenner’s and the California Subclass’ attorney’s fees and costs.

**COUNT IV**

**(Unjust Enrichment)**

57. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

58. Plaintiffs bring this claim individually and on behalf of the members of

1 the Class and California and Florida Subclasses against Defendant.

2 59. Plaintiffs and members of the Class and Subclasses conferred benefits  
3 on Defendant by purchasing the Wipes.

4 60. Defendant has knowledge of these benefits.

5 61. Defendant has been unjustly enriched in retaining the revenues derived  
6 from Plaintiffs' and Class and Subclass members' purchases of the Wipes. Retention  
7 of those monies under these circumstances is unjust and inequitable because of  
8 Defendant's misrepresentations about the Wipes, which caused injuries to Plaintiffs  
9 and members of the Class and Subclasses because they would not have purchased the  
10 Wipes if the true facts had been known.

11 62. Because Defendant's retention of the non-gratuitous benefits conferred  
12 on them by Plaintiffs and members of the Class and Subclasses is unjust and  
13 inequitable, Defendant must pay restitution to Plaintiffs and members of the Class  
14 and Subclasses for their unjust enrichment, as ordered by the Court.

15 **COUNT V**

16 **(Breach of Express Warranty, U.C.C. § 2-313)**

17 57. Plaintiffs incorporate by reference and re-allege herein all paragraphs  
18 alleged above.

19 58. Plaintiffs bring this claim individually and on behalf of members of the  
20 Class and California and Florida Subclasses against Defendant.

21 59. In connection with the sale of the Wipes, Defendant issued written  
22 warranties. Defendant, as the designer, manufacturer, marketer, distributor, and/or  
23 seller expressly warranted that the Wipes were natural.

24 60. Defendant's express warranties, and its affirmations of fact and  
25 promises made to Plaintiffs and the Class regarding the Wipes, became part of the  
26 basis of the bargain between Defendant and Plaintiffs and the Class, thereby creating  
27 an express warranty that the Wipes would conform to those affirmations of fact,  
28

1 representations, promises, and descriptions.

2 61. The Wipes do not conform to the express warranties because they  
3 contain ingredients that are unnatural and potentially harmful.

4 62. Plaintiffs and members of the Class were injured as a direct and  
5 proximate result of Defendant's breach because (a) they would not have purchased  
6 the Wipes if they had known the truth about their unnatural and potentially harmful  
7 ingredients; (b) they paid a price premium for the Wipes based on Defendant's  
8 express warranties; and (c) the Wipes did not have the characteristics, uses, or  
9 benefits as promised.

10 63. As a result, Plaintiffs and members of the Class have been damaged  
11 either in the full amount of the purchase price of the Wipes or in the difference in  
12 value between the Wipes as warranted and the Wipes as sold.

13 **COUNT VI**

14 **(Violations of Florida's Deceptive and Unfair Trade Practices Act)**

15 **(Fla. Stat. §§ 501.201, *et seq.*)**

16 64. Plaintiffs incorporate by reference and re-allege herein all paragraphs  
17 alleged above.

18 65. Ms. Banegas brings this claim individually and on behalf of members of  
19 the Florida Subclass against Defendant.

20 66. The express purpose of FDUTPA is to "protect the consuming public ...  
21 from those who engage in unfair methods of competition, or unconscionable,  
22 deceptive, or unfair acts or practices in the conduct of any trade or commerce." Fla.  
23 Stat. § 501.202(2)

24 67. Section 501.204(1), Florida Statutes, declares as unlawful "[u]nfair  
25 methods of competition, unconscionable acts or practices, and unfair or deceptive  
26 acts or practices in the conduct of any trade or commerce."

27 68. The sale of the Wipes was a "consumer transaction" within the scope of  
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1 FDUTPA.

2 69. Ms. Banegas is a “consumer” as defined by Section 501.23, Florida  
3 Statutes.

4 70. The Wipes are a good within the meaning of FDUTPA and Defendant is  
5 engaged in trade or commerce within the meaning of FDUTPA.

6 71. Defendant’s unfair and deceptive practices are likely to mislead – and  
7 have misled – reasonable consumers, such as Ms. Banegas and members of the  
8 Florida Subclass.

9 72. Defendant has violated FDUTPA by engaging in the unfair and  
10 deceptive practices described above, which offend public policies and are immoral,  
11 unethical, unscrupulous and substantially injurious to consumers.

12 73. Specifically, Defendant has represented that the Wipes are “natural”  
13 when, in fact, the Wipes are made with unnatural and potential harmful ingredients.

14 74. Ms. Banegas and Florida Subclass members have been aggrieved by  
15 Defendant’s unfair and deceptive practices in violation of FDUTPA, in that they paid  
16 a premium for Defendant’s mislabeled Wipes.

17 75. Reasonable consumers rely on Defendant to honestly represent the true  
18 nature of the Wipes’ ingredients.

19 76. Defendant has deceived reasonable consumers, like Ms. Banegas and  
20 members of the Florida Subclass, into believing that the Wipes were natural when  
21 they were not.

22 77. Ms. Banegas and Florida Subclass members make claims hereunder for  
23 injunctive relief, damages, punitive damages, restitution, disgorgement, attorney’s  
24 fees and costs.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs demand judgment on behalf of themselves and  
27 members of the Class and California and Florida Subclasses as follows:

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- A. For an order certifying the nationwide Class and the Subclasses under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as representative of the Class, Ms. Brenner as representative of the California Subclass, and Ms. Banegas as representative of the Florida Subclass and Plaintiffs’ attorneys as Class Counsel to represent the Class Subclass members;
- B. For an order declaring that Defendant’s conduct violates the statutes referenced herein;
- C. For an order finding in favor of Plaintiffs, the nationwide Class, and the California and Florida Subclasses on all counts asserted herein;
- D. For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- E. For an order enjoining Defendant from continuing the unlawful practices as set forth herein;
- F. For an order directing Defendant to engage in a corrective advertising campaign;
- G. For prejudgment interest on all amounts awarded;
- H. For an order of restitution and all other forms of equitable monetary relief;
- I. For an order awarding Plaintiffs and the Class and Subclasses their reasonable attorneys’ fees and expenses and costs of suit.

**JURY TRIAL DEMANDED**

Plaintiffs demand a trial by jury on all claims so triable



1 Dated: April 21, 2017

**BURSOR & FISHER, P.A.**

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*Counsel for Plaintiffs*

1 CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

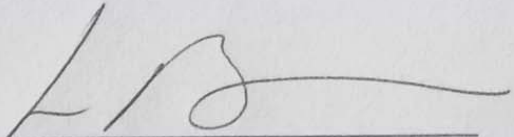
2 I, Veronica Brenner, declare as follows:

3 1. I am a plaintiff in this action and a citizen of the State of California. I  
4 have personal knowledge of the facts stated herein and, if called as a witness, I could  
5 and would testify competently thereto.

6 2. The complaint filed in this action is filed in the proper place for trial  
7 under California Civil Code Section 1780(d) in that Defendant conducts a substantial  
8 amount of business in this District.

9 3. While living in California, I purchased Pampers "natural clean" Wipes  
10 (the "Wipes") from a Target store located in Rancho Santa Margarita, California for  
11 approximately \$5.99. In purchasing the Wipes, I relied on Defendant's  
12 representation that the Wipes provided only a "natural clean," which was depicted on  
13 a green package alongside images and flowers and leaves. I understood this  
14 representation to mean that the Wipes did not contain synthetic chemicals and, at the  
15 very least, would not contain chemicals which were potentially harmful to my child.  
16 This representation was a substantial factor influencing my decision to purchase the  
17 Wipes. I would not have purchased the Wipes had I known that this representation  
18 was false and misleading.

19 I declare under the penalty of perjury under the laws of the State of California  
20 that the foregoing is true and correct, executed on June 2, 2016 at Coto de Caza,  
21 California.

22  
23  
24   
25 \_\_\_\_\_  
26 Veronica Brenner  
27  
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