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8 Attorneys for Plaintiffs, MICHELLE ROBINSON,  
9 JESSICA BERCOW, and the Proposed Class

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

12 MICHELLE ROBINSON; JESSICA  
13 BERCOW; individually and on behalf of  
14 themselves and all others similarly situated,

15 **PLAINTIFFS**

16  
17  
18 v.

19  
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21  
22 UNILEVER UNITED STATES, INC.; and  
23 DOES 1 through 25, inclusive.

24  
25 **DEFENDANT.**

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 COMES NOW PLAINTIFFS, MICHELLE ROBINSON and JESSICA  
2 BERCOW, WHO HEREBY ALLEGE THE FOLLOWING:

3 Plaintiffs, MICHELLE ROBINSON and JESSICA BERCOW (“Plaintiffs”) bring  
4 this action on behalf of themselves and all others similarly situated against  
5 DEFENDANT, UNILEVER UNITED STATES, INC. (“DEFENDANT”).

6 The allegations in this Complaint, other than those with respect to Plaintiffs,  
7 MICHELLE ROBINSON and JESSICA BERCOW, are stated on information and  
8 belief, have evidentiary support or are likely to have evidentiary support after a  
9 reasonable opportunity for further investigation and discovery.

10  
11 **NATURE OF ACTION**

12 1. Plaintiffs, MICHELLE ROBINSON and JESSICA BERCOW (“Plaintiffs”) file this class action lawsuit on behalf of herself and all similarly situated persons who  
13 purchased products branded by UNILEVER UNITED STATES, INC., which is  
14 commonly known as “DEFENDANT”.  
15

16 2. Plaintiffs bring this action on behalf of herself and a California and  
17 Nationwide proposed class of purchasers of DEFENDANT for violations of California  
18 Consumer Legal Remedies Act, California False Advertising Law, breach of express  
19 warranty, unjust enrichment, fraud, negligent misrepresentation, and California Unfair  
20 Competition Law. Plaintiffs and class members purchased DEFENDANT’S Products  
21 relying on such advertising, labeling, and statements: “natural”.  
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**PARTIES**

3. Plaintiffs, MICHELLE ROBINSON and JESSICA BERCOW (“Plaintiffs”), are citizens of California, who reside in the County of Los Angeles and San Diego; respectively.

4. Plaintiffs altered their position in an amount equal to the amount they paid for DEFENDANT’ Products (as defined below).

5. UNILEVER UNITED STATES, INC. (“DEFENDANT”) is a Delaware corporation with its principal place of business in 700 Sylvan Ave., Englewood Cliffs, New Jersey 07632.

6. DEFENDANT sells products that are marketed and sold in retail stores throughout the United States under the brand name “ST. IVES”. DEFENDANT’S Products (as defined herein below) contain false and misleading claims that are the subject of the instant lawsuit. DEFENDANT is the owner, manufacturer, packager, and/or a distributor of the Products, and is the company that created and/or authorized the false, misleading, and deceptive advertisements and/or packaging and labeling for the Products that claim it is natural or contains natural ingredients.

7. That the true names and capacities, whether individual, corporate, associate or otherwise of each of the DEFENDANT designated herein as a DOE are unknown to Plaintiffs at this time, who therefore, sue said DEFENDANT by fictitious names, and will ask leave of this Court for permission to amend this Complaint to show their names and capacities when the same have been ascertained. Plaintiffs is informed and believes and thereon alleges that each of the DEFENDANT designated as a DOE is legally responsible in some manner for the events and happenings herein referred to, and caused injuries and damages thereby to these Plaintiffs as alleged herein.

1           8. On information and belief, Plaintiffs alleges that at all times herein  
2 mentioned, each of the DEFENDANT was acting as the agent, servant or employee of the  
3 other DEFENDANT and that during the times and places of the incident in question,  
4 DEFENDANT and each of their agents, servants, and employees became liable to  
5 Plaintiffs and class members for the reasons described in the complaint herein, and  
6 thereby proximately caused Plaintiffs to sustain damages as set forth herein. On  
7 information and belief, Plaintiffs alleges that DEFENDANT carried out a joint scheme  
8 with a common business plan and policies in all respects pertinent hereto and that all acts  
9 and omissions herein complained of were performed in knowing cooperation with each  
10 other. On information and belief, Plaintiffs alleges that the shareholders, executive  
11 officers, managers, and supervisors of the DEFENDANT directed, authorized, ratified  
12 and/or participated in the actions, omissions and other conduct that gives rise to the  
13 claims asserted herein. DEFENDANT's officers, directors, and high-level employees  
14 caused DEFENDANT'S Products to be sold with knowledge or reckless disregard that  
15 the statements and representations concerning DEFENDANT Products were false and  
16 misleading.

17           9. Plaintiffs are informed and believe, and thereon alleges, that each of said  
18 DEFENDANT is in some manner intentionally, negligently, or otherwise responsible for  
19 the acts, omissions, occurrences, and transactions alleged herein.  
20

### 21                           **JURISDICTION AND VENUE**

22           10. This Court has subject matter jurisdiction according to 28 U.S.C. § 1332(d),  
23 because this case is a class action where the aggregate claims of all members of the  
24 proposed class are in excess of \$5,000,000.00, exclusive of interest and costs and most  
25 members of the proposed class are citizens of states different from DEFENDANT. This  
26

1 Court also has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §  
2 1367.

3 11. Pursuant to 28 U.S.C. §1391(a), venue is proper. Plaintiffs are citizens of  
4 Los Angeles and San Diego, California; respectively. This Court has personal  
5 jurisdiction over DEFENDANT because DEFENDANT conduct business in California  
6 and otherwise intentionally avail themselves of the markets in California to render the  
7 exercise of jurisdiction by this Court proper. DEFENDANT has marketed, promoted,  
8 distributed, and sold the products in California and in this District each of the Plaintiffs  
9 purchased DEFENDANT's Products.

### 10 11 **FACTUAL BACKGROUND**

12 12. Plaintiff, MICHELLE ROBINSON has purchased one or more of  
13 DEFENDANT'S Products in the county of Los Angeles. Plaintiff, JESSICA BERCOW  
14 has purchased one or more of the DEFENDANT'S Products (as defined below) in the  
15 county of Los Angeles and county of San Diego. Plaintiffs saw and read the front of the  
16 product packaging and relied on the representations, statements, and warranties "Made  
17 with 100% Natural Moisturizers" to mean the Products were 'natural' and did not contain  
18 synthetic and/or artificial ingredients. Plaintiffs purchased one or more of the  
19 DEFENDANT'S Products at a premium price and would not have made the purchase had  
20 she known the labeling was false, deceptive, and/or misleading. Plaintiffs would purchase  
21 one or more of the DEFENDANT'S Products in the future once DEFENDANT conforms  
22 to its advertising, labeling, and/or marketing 'natural' related claims.

23 13. DEFENDANT falsely promotes, advertises, and markets various skin care  
24 Products (as defined below) as all natural and/or made with all natural ingredients. Based  
25 on DEFENDANT'S Products being labeled as 'natural'. Plaintiffs and class members  
26

1 paid a premium over comparable products. Instead, DEFENDANT’S Products that are  
2 labeled as ‘natural’ (Made with 100% Natural Moisturizers”) contain artificial and  
3 synthetic ingredients. One of the purportedly natural Products contains dimethicone  
4 and/or phenoxyethanol. In or about April 2016, the Federal Trade Commission (“FTC”)   
5 filed complaints against cosmetics manufacturers for representing that their products  
6 were “natural” when they contained one or both of the two ingredients herein complained  
7 of. Four companies agreed to cease marketing the products in question as being  
8 “natural.”<sup>1</sup>

9 14. DEFENDANT manufactures, produces, and markets various skin care  
10 Products that are sold throughout the United States. DEFENDANT claims that the  
11 Products that are the subject of this action are DEFENDANT’S Neutrogena Sunscreen  
12 products.

13 15. The products (“Products”) that are the subject of this lawsuit include: (1) St.  
14 Ives Skin Reviewing Collagen Elastin Body Lotion, (2) St. Ives Soft & Silky Coconut &  
15 Orchid Body Lotion, (3) St. Ives Daily Hydrating Vitamin E & Avocado Body Lotion,  
16 (4) St. Ives Intense Healing Cranberry & Grapeseed Body Lotion, (5) St. Ives Refresh &  
17 Reverse Pear Nectar & Soy Body Lotion, (6) St. Ives Cucumber Water & Melon Body  
18 Lotion, and (7) St. Ives Nourish & Soothe Oatmeal & Shea Butter Body Lotion.  
19 Examples of the labels of the DEFENDANT’S Products containing the false and/or  
20 misleading representations on the front of the packaging and the list of ingredients on the  
21 back of the packaging are as follows:  
22  
23  
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25  
26 <sup>1</sup> <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falselypromoting-their-personal-care>

1) St. Ives Skin Reviewing Collagen Elastin Body Lotion:



## Ingredients

Aqua, Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Caprylyl Glycol, Cetyl Alcohol, Phenoxyethanol, Carbomer, Hydroxyethylcellulose, Parfum, Disodium EDTA, BHT, Stearamide AMP, Hydrolyzed Collagen, Hydrolyzed Elastin.

**2) St. Ives Soft & Silky Coconut & Orchid Body Lotion:**



## Ingredients

Water (Aqua), Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Fragrance (Parfum), Caprylyl Glycol, Phenoxyethanol, Cetyl Alcohol, Carbomer, Hydroxyethylcellulose, Disodium EDTA, BHT, Stearamide AMP, Cocos Nucifera (Coconut) Fruit Extract, Orchis Masculina Flower Extract.



3) St. Ives Daily Hydrating Vitamin E & Avocado Body Lotion:



## Ingredients

Aqua, Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Cetyl Alcohol, Caprylyl Glycol, Phenoxyethanol, Parfum, Carbomer, Hydroxyethylcellulose, Disodium EDTA, BHT, Stearamide AMP, Tocopheryl Acetate, Persea Gratissima (Avocado) Oil.

4) St. Ives Intense Healing Cranberry & Grapeseed Body Lotion:



## Ingredients

Water (Aqua), Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Caprylyl Glycol, Cetyl Alcohol, Phenoxyethanol, Carbomer, Fragrance (Parfum), Hydroxyethylcellulose, Disodium EDTA, BHT, Stearamide AMP, Helianthus Annuus (Sunflower) Seed Oil, Vitis Vinifera (Grape) Seed Oil, Vaccinium Macrocarpon (Cranberry) Seed Oil, Olea Europaea (Olive) Leaf Extract.

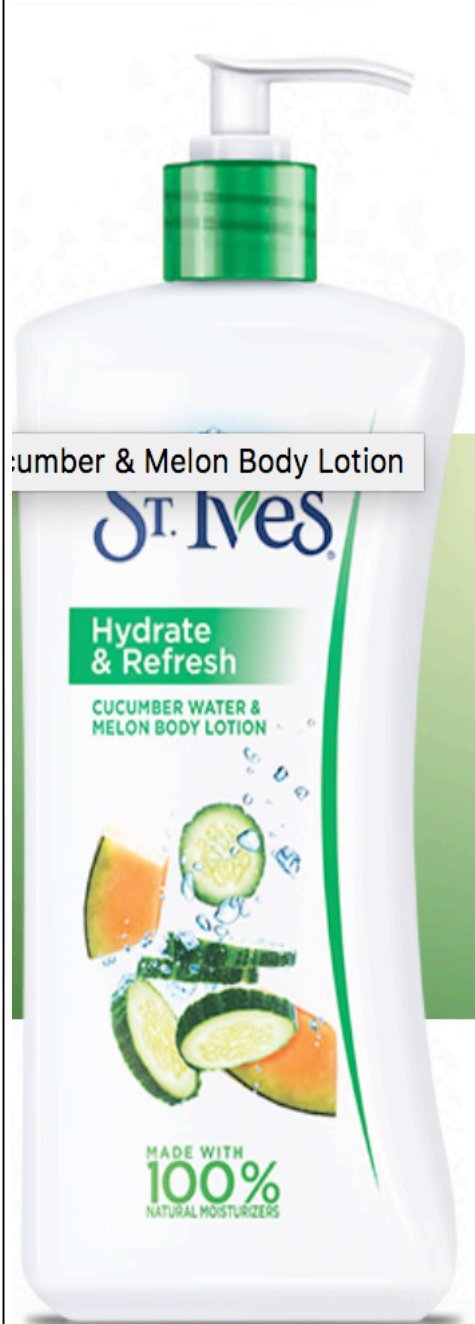
5) St. Ives Refresh & Reverse Pear Nectar & Soy Body Lotion:



## Ingredients

Water (Aqua), Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Caprylyl Glycol, Cetyl Alcohol, Phenoxyethanol, Carbomer, Fragrance (Parfum), Hydroxyethylcellulose, Disodium EDTA, BHT, Stearamide AMP, Pyrus Communis (Pear) Fruit Extract.

6) St. Ives Cucumber Water & Melon Body Lotion:



## Ingredients

Aqua, Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Caprylyl Glycol, Phenoxyethanol, Cetyl Alcohol, Carbomer, Parfum, Hydroxyethylcellulose, Disodium EDTA, BHT, Stearamide AMP, Tocopheryl Acetate, Cucumis Sativus (Cucumber) Fruit Extract, Cucumis Melo (Melon) Fruit Extract.

7) St. Ives Nourish & Soothe Oatmeal & Shea Butter Body Lotion:



## Ingredients

Water (Aqua), Glycerin, Stearic Acid, Glycine Soja (Soybean) Oil, Glycol Stearate, Dimethicone, Glyceryl Stearate, Triethanolamine, Cetyl Alcohol, Caprylyl Glycol, Phenoxyethanol, Fragrance (Parfum), Carbomer, Hydroxyethylcellulose, Propylene glycol, Disodium EDTA, BHT, Stearamide AMP, Butyrospermum Parkii (Shea) Butter, Avena Sativa (Oat) Meal Extract, Caramel, Yellow 6 (CI 15985), Yellow 5 (CI 19140), Red 33 (CI 17200).

1           16. DEFENDANT prominently displays “natural” on the face of its Products.  
2 DEFENDANT enhances its “natural” related claims by additional statements such as:  
3 “We Love Delicious Nature”, “Dermatologist tested”, and “Instantly Boots skin’s natural  
4 radiance”.

5           17. The phrase “natural” is a representation made by DEFENDANT in  
6 advertising the Products to consumers that reasonable consumers believe contain only  
7 natural ingredients.

8           18. DEFENDANT knew that Plaintiffs and consumers will pay more for a  
9 product labeled “natural” and intended to deceive Plaintiffs and putative class members  
10 by labeling the Products as purportedly natural products. The phrases “natural” or “100%  
11 Natural” or “Made with 100% Natural Moisturizers” are misleading to a reasonable  
12 consumer, because the Products actually contain artificial and synthetic ingredients –  
13 dimethicone and/or phenoxyethanol.

14           19. DEFENDANT’S Products contain artificial or synthetic ingredients. Each  
15 of the DEFENDANT’S Products each contains dimethicone and/or phenoxyethanol.  
16

17                           **PRIVATE ATTORNEYS GENERAL ALLEGATIONS**

18           20. In addition to asserting class claims, Plaintiffs assert claims on behalf of  
19 class members pursuant to *California Business & Professions Code § 17200, et seq.* The  
20 purpose of such claims is to obtain injunctive orders regarding the false labeling,  
21 deceptive marketing and consistent pattern and practice of falsely promoting  
22 DEFENDANT’S Products as natural, which requires the disgorgement of all profits  
23 and/or restoration of monies wrongfully obtained through DEFENDANT’S unfair and  
24 deceptive business practices. This private attorneys general action is necessary and  
25  
26

1 appropriate because DEFENDANT have engaged in wrongful acts described herein as  
2 part of the regular practice of their businesses.

3 **CLASS ACTION ALLEGATIONS**

4 21. Plaintiffs bring this action on her own behalf and on behalf of all other persons  
5 similarly situated pursuant to Federal Rule of Civil Procedure 23.

6  
7 22. The following Classes that Plaintiffs seeks to represent are:

8 a. All persons residing in the United States who purchased the Products for  
9 personal use and not for resale during the time period April 19, 2013, through the  
10 present (“Class”).

11 b. All persons residing in the State of California who purchased the Products for  
12 personal use and not for resale during the time period April 19, 2013, through  
13 the present (“Sub-Class”).

14 23. The Class comprises many thousands of persons throughout the United  
15 States and California, the joinder of whom is impracticable, and the disposition of their  
16 claims in a Class Action will benefit the parties and the Court. The Class is sufficiently  
17 numerous because millions of units of the Products have been sold in the United States  
18 and State of California during the time period April 19, 2013, through the present (the  
19 “Class Period”).

20 24. There is a well-defined community of interest in this litigation and the class  
21 is easily ascertainable:

22 a. Numerosity: The members of the class are so numerous that any form of  
23 joinder of all members would be unfeasible and impractical. On information  
24 and belief, Plaintiffs believes the Class and Sub-Class exceed thousands of  
25 members.



- 1 b. Typicality: Plaintiffs is qualified to and will fairly and adequately protects the  
2 interests of each member of the class with whom they have a well-defined  
3 community of interest and the claims (or defenses, if any), are typical of all  
4 members of the class.
- 5 c. Adequacy: Plaintiffs does not have a conflict with the class and is qualified to,  
6 and will fairly and adequately protect the interests of each member of the class  
7 with whom they have a well- defined community of interest and typicality of  
8 claims, as alleged herein. Plaintiffs acknowledges that they have an obligation  
9 to the Court to make known any relationship, conflict, or differences with any  
10 member. Plaintiffs' attorneys and proposed class counsel are well versed in the  
11 rules governing class action and complex litigation regarding discovery,  
12 certification, and settlement.
- 13 d. Superiority: The nature of this action makes the use of class action adjudication  
14 superior to other methods. Class action will achieve economies of time, effort,  
15 and expense as compared with separate lawsuits, and will avoid inconsistent  
16 outcomes because the same issues can be adjudicated in the same manner and at  
17 the same time for the entire class.

18 25. There exist common questions of law and fact that predominate over  
19 questions that may affect individual Class members. Common questions of law and fact  
20 include, but are not limited to, the following:

- 21
- 22 a. Whether DEFENDANT' conduct is a fraudulent business act or practice within the  
23 meaning of Business and Professions Code section 17200, *et seq.*;
- 24 b. Whether DEFENDANT' advertising is untrue or misleading within the meaning of  
25 Business and Professions Code section 17500, *et seq.*;
- 26 c. Whether DEFENDANT made false and misleading representations in their  
advertising and packaging of the Products;



- d. Whether DEFENDANT knew or should have known that the representations were false;
- e. Whether DEFENDANT represented that the Products has characteristics, benefits, uses, or quantities which the Product does not have;
- f. Whether DEFENDANT representations regarding the Products are false;
- g. Whether DEFENDANT warranted the Products;
- h. Whether DEFENDANT breached the express warranties it made;
- i. Whether DEFENDANT committed statutory and common law fraud by doing so; and
- j. Whether DEFENDANT' conduct is an unlawful business act or practice within the meaning of Business and Professions Code section 17200, *et seq.*;

26. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs has retained competent and experienced counsel in class action and other complex litigation.

27. Plaintiffs and the Class have suffered injury in fact and have lost money as a result of DEFENDANT' false representations, statements, and advertising. Indeed, Plaintiffs purchased the Product based on DEFENDANT'S representations and statements contained on its labeling. Plaintiffs relied on DEFENDANT' packaging and/or website and would not have purchased the Product if she had known that the Product did not have the characteristics, ingredients, uses, benefits, or quantities as represented.

28. A class action is superior to other available methods for fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for Class members to prosecute their claims individually.

1           29. The trial and litigation of Plaintiffs' claims are manageable. Individual  
2 litigation of the legal and factual issues raised by DEFENDANT' conduct would increase  
3 delay and expense to all parties and the court system. The class action device presents far  
4 fewer management difficulties and provides the benefits of a single, uniform  
5 adjudication, economies of scale, and comprehensive supervision by a single court.

6           30. DEFENDANT has acted on grounds generally applicable to the entire Class,  
7 thereby making final injunctive relief and/or corresponding declaratory relief appropriate  
8 with respect to the Class as a whole. The prosecution of separate actions by individual  
9 Class members would create the risk of inconsistent or varying adjudications with respect  
10 to individual members of the Class that would establish incompatible standards of  
11 conduct for DEFENDANT.

12           31. Absent a class action, DEFENDANT will likely retain the benefits of their  
13 wrongdoing. Because of the small size of the individual Class members' claims, few, if  
14 any, Class members could afford to seek legal redress for the wrongs complained of  
15 herein. Absent a representative action, the Class members will continue to suffer losses  
16 and DEFENDANT will be allowed to continue these violations of law and to retain the  
17 proceeds of their ill-gotten gains.

18           32. Excluded from the class are DEFENDANT in this action, any entity in  
19 which DEFENDANT have a controlling interest, including, but not limited to officers,  
20 directors, shareholders, current employees and any and all legal representatives, heirs,  
21 successors, and assigns of DEFENDANT.

22           33. Were it not for this class action, most class members would find the cost  
23 associated with litigating claims extremely prohibitive, which would result in no remedy.  
24  
25  
26

Consumers Legal Remedies Act, California Civil Code §§ 1750, et seq.  
By Plaintiffs and Proposed California Class against DEFENDANT  
(Injunctive Relief Only with Reservation)

36. Plaintiffs and Class are “consumers” as defined by Cal. Civ. Code § 1761(d) and the Product is a “good” as defined by Cal.Civ.Code § 1761(a).

38. DEFENDANT'S ongoing deliberate manipulation of violates the following subsections of Cal. Civ. Code §1770(a) in these respects:

1 a. DEFENDANT’S acts and practices constitute misrepresentations concerning  
2 characteristics, benefits or uses, which it does not have;

3 b. DEFENDANT misrepresented that is of a particular standard,  
4 quality and/or grade, when they are of another;

5 c. DEFENDANT’S acts and practices described herein constitute the  
6 advertisement of DEFENDANT’S Products without the intent to sell them as advertised;

7 d. DEFENDANT’s acts and practices constitute representations that  
8 DEFENDANT Products have been supplied in accordance with previous representations  
9 when it has not.

10 39. Plaintiffs and the proposed Sub-Class of California class members suffered  
11 injuries caused by DEFENDANT because they would not have purchased DEFENDANT  
12 Products if the true facts were known concerning its false and misleading regarding its  
13 “natural” claims, statements and representations.

14 40. On or about April 20, 2017, prior to filing this action, a notice letter was  
15 served on DEFENDANT. Plaintiffs served the letter on DEFENDANT advising  
16 DEFENDANT that it is in violation of the CLRA, demanding remedies for Plaintiffs and  
17 class members pursuant to California Civil Code §1782(a).

18 41. Plaintiffs seeks injunctive relief only for this violation of the CLRA, but  
19 reserves it right to amend this complaint to include allegations for the recovery of  
20 damages under the CLRA pursuant to California Civil Code §1780(a)(3).

21 **SECOND CAUSE OF ACTION**

22 Violation Of California Business & Professions Code §§17500, et seq.  
23 Plaintiffs and Proposed California Class against DEFENDANT

24 42. Plaintiffs hereby incorporate by reference the allegations contained in all  
25 preceding paragraphs of this complaint.

1           43. Pursuant to California Business & Professions Code §§ 17500, et seq., it is  
2 “unlawful for any person to make or disseminate or cause to be made or disseminated  
3 before the public in this state, ... in any advertising device ... or in any other manner or  
4 means whatever, including over the Internet, any statement, concerning ... personal  
5 property or services, professional or otherwise, or performance or disposition thereof,  
6 which is untrue or misleading and which is known, or which by the exercise of  
7 reasonable care should be known, to be untrue or misleading.”

8           44. DEFENDANT committed acts of false advertising, as defined by §17500, by  
9 making claims that the Products are “Made with 100% Natural Moisturizers” or  
10 otherwise “natural”, which are misleading based on the fact it contains artificial or  
11 synthetic ingredients - dimethicone and/or phenoxyethanol.

12           45. DEFENDANT knew or should have known, through the exercise of  
13 reasonable care that DEFENDANT’S representations and statements that its Products are  
14 “natural” were/are false, untrue and misleading to Plaintiffs and class members.

15           46. DEFENDANT’S actions in violation of § 17500 were false and misleading  
16 such that the general public is and was likely to be deceived.

17           47. Plaintiffs and the Proposed California Class lost money or property as a  
18 result of DEFENDANT’S false advertising violations, because Plaintiffs and Proposed  
19 California Class would not have purchased DEFENDANT’ Products if the true facts were  
20 known concerning its quality and contents.

21           48. Plaintiffs and Proposed California Class paid a premium for DEFENDANT  
22 Products due to their reliance on DEFENDANT’S good faith and reputation and upon  
23 DEFENDANT’S promises and representations.

24                           **THIRD CAUSE OF ACTION**

25                           Breach of Express Warranty

26                   By Plaintiffs and Proposed Nationwide Class against DEFENDANT

1  
2 49. Plaintiffs hereby incorporate by reference the allegations contained in all  
3 preceding paragraphs of this complaint.

4 50. Plaintiffs brings this claim individually and on behalf of the proposed Class  
5 against DEFENDANT.

6 51. DEFENDANT, as the designer, manufacturer, marketer, distributor, and/or  
7 seller, made express statements or representations of fact or promise concerning the  
8 Products. These representations, promises were part of the basis of the bargain, wherein  
9 Plaintiffs and other Class members purchased the DEFENDANT'S Products in  
10 reasonable reliance on those statements or representations.

11 52. DEFENDANT'S Products is not fit for such purposes because each of the  
12 express warranties that the Products are 'natural' by DEFENDANT claiming the  
13 Products are "Made with 100% Natural Moisturizers" are false statements,  
14 representations, and warranties.

15 53. DEFENDANT'S breach of express warranty is the direct and proximate  
16 cause of Plaintiffs and Proposed Nationwide Class members that have been injured and  
17 harmed because they would not have purchased DEFENDANT Products on the same  
18 terms if the true facts were known concerning its 'natural' claims regarding the Products  
19 since it did not have the characteristics, ingredients, uses, benefits, or quantities as  
20 promised. On or about April 20, 2017, prior to filing this action, a notice letter was  
21 served on DEFENDANT.

22 54. As a proximate result of this breach of warranty by DEFENDANT, Plaintiffs  
23 and the Class have suffered damages in an amount to be determined at trial.

24  
25 **FOURTH CAUSE OF ACTION**  
26 Violations of California Commercial Code § 2313

1 By Plaintiffs and Proposed California Class against DEFENDANT

2 55. Plaintiffs hereby incorporate by reference the allegations contained in all  
3 preceding paragraphs of this complaint.

4 56. DEFENDANT made statements, representations, and affirmations of fact or  
5 promises, or descriptions of goods carrying health and wellness claims regarding the  
6 Products. Plaintiffs and other Class members reasonably relied on DEFENDANT'S  
7 statements and representations regarding the Product at the time of purchasing the  
8 Products. California Commercial Code § 2313(1). On or about April 20, 2017, prior to  
9 filing this action, a notice letter was served on DEFENDANT.

10 57. DEFENDANT breached its express warranties by selling products and  
11 goods that are not "natural" since the Products contain artificial or synthetic ingredients -  
12 dimethicone and/or phenoxyethanol.

13 58. DEFENDANT'S breached was the actual and proximate cause of the injury  
14 to Plaintiffs and Class members in the form of money that was paid in exchange for the  
15 Products.

16 59. Plaintiffs seeks damages on behalf of herself and other Class members as a  
17 result of DEFENDANT'S breaches of express warranty.

18 **FIFTH CAUSE OF ACTION**

19 Fraud

20 Plaintiffs and Proposed Nationwide Class against DEFENDANT

21 60. Plaintiffs hereby incorporate by reference the allegations contained in all  
22 preceding paragraphs of this complaint.

23 61. Plaintiffs bring this claim individually and on behalf of the proposed Class  
24 against DEFENDANT.





1           71. DEFENDANT negligently misrepresented and omitted material facts about  
2 the Products. Plaintiffs and the Class relied upon the negligent statements or omissions.

3           72. The negligent misrepresentations and/or omissions made by DEFENDANT,  
4 upon which Plaintiffs and Class members reasonably and justifiably relied, were intended  
5 to induce and actually induced Plaintiffs and Class members to purchase  
6 DEFENDANT'S Products.

7           73. Plaintiffs and Class members would not have paid a premium or purchased  
8 DEFENDANT'S Products if the true facts had been known.

9           74. The negligent actions of DEFENDANT caused damage to Plaintiffs and  
10 Class members, who are entitled to damages and other legal and equitable relief as a  
11 result.

12                           **SEVENTH CAUSE OF ACTION**

13                   Violation California Business & Professions Code §§ 17200, et seq.  
14                   By Plaintiffs and Proposed California Class against DEFENDANT

15           75. Plaintiffs hereby incorporate by reference the allegations contained in all  
16 preceding paragraphs of this complaint.

17           76. Plaintiffs bring this claim individually and on behalf of the proposed Sub-  
18 Class against DEFENDANT.

19           77. DEFENDANT is subject to California's Unfair Competition Law, Cal. Bus.  
20 & Prof. Code §§ 17200, et seq. The UCL provides, in pertinent part: "Unfair competition  
21 shall mean and include unlawful, unfair or fraudulent business practices and unfair,  
22 deceptive, untrue or misleading advertising ...."

23           78. DEFENDANT has knowledge that its "natural" claims are false or  
24 misleading as a result the Products contain artificial or synthetic ingredients -  
25 dimethicone and/or phenoxyethanol.

26           79. In addition, DEFENDANT violated the same Acts as a result of violating

1 False Advertising Law, California Business and Professions Code §§17500, et seq., The  
2 Consumers Legal Remedy Act Cal. Civ. Code §§1750, et seq., California Commercial  
3 Code §§2313 and 2314.

4 80. DEFENDANT's misrepresentations and other conduct, described herein,  
5 violated the "unlawful" prong of the UCL by violating the California Consumer's Legal  
6 Remedy Act, California's False Advertising Act, and express and implied warranty law,  
7 including, but not limited to the California Commercial Code in addition to other state  
8 and federal laws.

9 81. DEFENDANT's misrepresentations and other conduct, described herein,  
10 violated the "unfair" prong of the UCL in that its conduct is substantially injurious to  
11 consumers, offends public policy, and is immoral, unethical, oppressive, and  
12 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.  
13 DEFENDANT conduct constitutes an unfair violation because DEFENDANT conduct is  
14 unethical, unscrupulous, and injurious to consumers given the false and misleading  
15 labeling. The harm is substantial given significant given false claims and representation  
16 which caused harm to the Plaintiffs and class members.

17 82. DEFENDANT has specific knowledge that its 'natural' related claims are  
18 false and misleading, but continued to market the DEFENDANT'S Products with the  
19 intent of making substantial profits.

20 83. DEFENDANT'S conduct is also unfair given the huge profits derived from  
21 the sale of the DEFENDANT Products at the expense of consumers as a result of the  
22 false and misleading advertising claims.

23 84. DEFENDANT violated the "fraudulent" prong of the UCL by making false  
24 statements, untruths, and misrepresentations about health and wellness claims relating to  
25  
26

1 its Products, as described herein this complaint, which are likely to deceive reasonable  
2 consumers and the public.

3 85. Plaintiffs, the Class, and the Subclass lost money or property as a result of  
4 DEFENDANT's UCL violations because they would not have purchased  
5 DEFENDANT'S Products or paid the premium price, if the true facts were known  
6 concerning its false and misleading health and wellness claims.

7 86. DEFENDANT'S business practices, as detailed above, are unethical,  
8 oppressive and unscrupulous, and they violate fundamental policies of this state. Further,  
9 any justification for DEFENDANT'S wrongful conduct is outweighed by the adverse  
10 effects of such conduct.

11 87. Plaintiffs, the Class, and Sub-Class members could not reasonably avoid the  
12 harm caused by DEFENDANT'S wrongful practices. Assuming, arguendo, that  
13 DEFENDANT'S practices are not express violations of the laws set forth above, those  
14 practices fall within the penumbra of such laws and a finding of unfairness can properly  
15 be-tethered to the public policies expressed therein. Thus, DEFENDANT engaged in  
16 unfair business practices prohibited by California Business & Professions Code § 17200  
17 et seq.

18 88. Plaintiffs, the Class, and the Sub-Class are entitled to restitution and  
19 injunctive relief.

20  
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly  
23 situated, seeks judgment against DEFENDANT, as follows:

- 24 a. For an order certifying the nationwide Class and the Subclass under Rule 23 of the  
25 Federal Rules of Civil Procedure

- b. Plaintiffs as the representative of the Class and Subclass and Plaintiffs' attorneys as Class Counsel to represent members of the Class and Subclass;
- c. For an order declaring the DEFENDANT'S conduct violates the statutes and laws referenced herein;
- d. For an order finding in favor of Plaintiffs, the nationwide Class, and the Subclass on all counts asserted herein;
- e. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- f. For prejudgment interest on all amounts awarded;
- g. For an order of restitution and all other forms of equitable monetary relief;
- h. For injunctive relief as pleaded or as the Court may deem proper; and
- i. For an order awarding Plaintiffs, the Class, and the Subclass their reasonable attorneys' fees and expenses and costs of suit.

**DEMAND FOR TRIAL BY JURY**

Plaintiffs demand a trial by jury of all issues so triable.

Respectfully submitted,

Dated: April 20, 2017

**NATHAN & ASSOCIATES, APC**


By: /s/ Reuben D. Nathan  
Reuben D. Nathan, Attorney for  
Plaintiffs, MICHELLE ROBINSON and  
JESSICA BERCOW

**CLRA VENUE DECLARATION PURSUANT TO CAL. CIV. CODE §1780(d)**

I, Michelle Robinson, declare as follows in accordance with California Civil Code Section 1780(d):

1. I am the plaintiff in this action and I am a citizen of the state of California. I have personal knowledge of the facts stated herein and if called as a witness, I could and would testify competently thereto.
2. The complaint filed in this action is filed in the proper place for trial pursuant to California Civil Code Section 1780(d) because the Defendant, Unilever United States, Inc. ("Defendant") conducts substantial business in this District.
3. I purchased Unilever United States, Inc.'s branded products "St. Ives" body lotion from Walgreens stores located in Los Angeles, California. I relied on the Defendant's false and misleading advertising that the products are 'natural' before making my purchases, which meant to me that they contained no artificial or synthetic ingredients. The representations and warranties made by Unilever United States, Inc. was a substantial factor influencing my decision to purchase the St. Ives body lotion products.
4. If I were aware that the Defendant's products were not 'natural' or contained artificial and/or synthetic ingredients, I would not have purchased them.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct as executed on this April 10, 2017 in San Diego, California.

  
Michelle Robinson

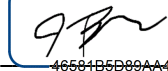
**CLRA VENUE DECLARATION PURSUANT TO CAL. CIV. CODE §1780(d)**

I, Jessica Bercow, declare as follows in accordance with California Civil Code Section 1780(d):

1. I am the plaintiff in this action and I am a citizen of the state of California. I have personal knowledge of the facts stated herein and if called as a witness, I could and would testify competently thereto.
2. The complaint filed in this action is filed in the proper place for trial pursuant to California Civil Code Section 1780(d) because the Defendant, Unilever United States, Inc. ("Defendant") conducts substantial business in this District.
3. I purchased Unilever United States, Inc.'s branded products "St. Ives" body lotion from CVS stores located in San Diego and Los Angeles, California. I relied on the Defendant's false and misleading advertising that the products are 'natural' before making my purchases, which meant to me that they contained no artificial or synthetic ingredients. The representations and warranties made by Unilever United States, Inc. was a substantial factor influencing my decision to purchase the St. Ives body lotion products.
4. If I were aware that the Defendant's products were not 'natural' or contained artificial and/or synthetic ingredients, I would not have purchased them.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct as executed on this April 19, 2017 in San Diego, California.

DocuSigned by:



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Jessica Bercow