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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOSEPH GREGORIO and PATRICK QUIROZ,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

THE CLOROX COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Joseph Gregorio and Patrick Quiroz (“Plaintiffs”) bring this action on behalf of
2 themselves and all others similarly situated against Defendant The Clorox Company (“Clorox” or
3 “Defendant”) for making, marketing, and distributing the Green Works® products identified
4 below. Plaintiffs make the following allegations pursuant to the investigation of their counsel and
5 based upon information and belief, except as to the allegations specifically pertaining to
6 themselves, which are based on personal knowledge.

7 NATURE OF ACTION

8 1. To capitalize on consumer demand for “natural” home cleaning products, The
9 Clorox Company claims that the products in its Green Works® line (“Green Works® Products” or
10 the “Products”) are “natural” and “naturally derived.” But the Products all contain synthetic and
11 non-natural ingredients; they are neither “natural” nor “naturally derived.” Defendant is well-
12 aware that its Green Works® Products contain synthetic and non-natural ingredients, but labels
13 them as “natural” and “naturally derived” anyway because it knows that consumers are more likely
14 to purchase products bearing those labeling statements and pay a price premium for them.

15 2. The Products that contain these false representations include at least the following:

- 16 • Green Works® Multi-Surface Cleaner
- 17 • Green Works® Multi-Surface Cleaner Lemon Scent
- 18 • Green Works® Bathroom Cleaner
- 19 • Green Works® Stain Remover & Bleach
- 20 • Green Works® Compostable Cleaning Wipes
- 21 • Green Works® Compostable Cleaning Wipes Water-Lily Scent
- 22 • Green Works® Dishwashing Liquid
- 23 • Green Works® Dishwashing Liquid Water-Lily Scent
- 24 • Green Works® Dishwashing Liquid Free & Clear Scent
- 25 • Green Works® Laundry Detergent Original
- 26 • Green Works® Laundry Detergent Free & Clear Scent
- 27 • Green Works® Toilet Bowl Cleaner

28 3. Plaintiffs bring claims against Defendant individually and on behalf of a class of all
other similarly situated purchasers of Green Works® Products for (1) violation of California’s
Consumers Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et. seq.*; (2) violation of
California’s False Advertising Law (“FAL”), Business & Professions Code § 17500 *et seq.*; (3)
violation of California’s Unfair Competition Law (“UCL”), California Business & Professions

1 Code §§ 17200, *et seq.*; (4) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et*
2 *seq.*; (5) violation of New York’s General Business Law (“GBL”) § 349, Deceptive Acts and
3 Practices; (6) violation of New York’s GBL § 350, False Advertising; (7) breach of express
4 warranty; (8) breach of the implied warranty of merchantability; (9) unjust enrichment; (10)
5 negligent misrepresentation; and (11) fraud.

6 **PARTIES**

7 4. Plaintiff Joseph Gregorio is, and at all times relevant to this action has been, a
8 resident of New York, New York. In approximately April of 2017, Mr. Gregorio purchased Green
9 Works® Naturally Derived Dishwashing Liquid from a Duane Reade store located in New York,
10 New York. While shopping, Mr. Gregorio was specifically interested in purchasing natural
11 cleaning products. Mr. Gregorio purchased the Green Works® Product based on the claim that it
12 was “naturally derived.” He understood this to mean that he was purchasing a natural product that
13 did not contain any synthetic or non-natural ingredients. Mr. Gregorio believed that Defendant’s
14 “naturally derived” claims were true and relied on them in that he would not have purchased the
15 Green Works® Product at all, or would have been only willing to pay a substantially reduced price
16 for the Green Works® Product, had he known that the natural representations were false.

17 5. Plaintiff Patrick Quiroz, is, and at all times relevant to this action has been, a
18 resident of Orange County, California. In approximately March of 2017, Mr. Quiroz purchased
19 Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived
20 Laundry Detergent from a Target store located in Orange County, California. While shopping, Mr.
21 Quiroz was specifically interested in purchasing natural cleaning products. Mr. Quiroz purchased
22 the Green Works® Products based on claims on the Products’ labels that the Products were
23 “naturally derived.” He understood this to mean that he was purchasing natural products that did
24 not contain any synthetic or non-natural ingredients. Mr. Quiroz believed that Defendant’s
25 “naturally derived” claims were true and relied on them in that he would not have purchased the
26 Green Works® Products at all, or would have been only willing to pay a substantially reduced
27 price for the Green Works® Products, had he known that the natural representations were false.
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1 6. Defendant The Clorox Company is a Delaware corporation with its principal place
 2 of business at 1221 Broadway, Oakland, California 94612. Defendant manufactures, markets, and
 3 distributes the Green Works® Products throughout the United States.

4 **JURISDICTION AND VENUE**

5 7. This Court has subject matter jurisdiction over this civil action pursuant to 28
 6 U.S.C. § 1331 (federal question). This Court has supplemental jurisdiction over state law claims
 7 pursuant to 28 U.S.C. § 1367.

8 8. This Court also has subject matter jurisdiction over this action pursuant to 28 U.S.C.
 9 § 1332(d) because there are more than 100 class members and the aggregate amount in controversy
 10 exceeds \$5,000,000, exclusive of interest, fees, and costs, and at least one Class member is a
 11 citizen of a state different from Defendant.

12 9. This Court has personal jurisdiction over Defendant because Defendant conducts
 13 substantial business within California such that Defendant has significant, continuous, and
 14 pervasive contacts with the State of California. Additionally, Defendant’s principal place of
 15 business is in this District.

16 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant
 17 does substantial business in this District, a substantial part of the events giving rise to Plaintiffs’
 18 claims took place within this District (*e.g.*, the research, development, design, and marketing of
 19 Green Works® Products), and Defendant’s principal place of business is in this District.

20 **COMMON FACTUAL ALLEGATIONS**

21 11. Defendant’s labeling and advertising puts forth a straightforward, material message:
 22 Green Works® Products contain only ingredients that are natural. This core representation
 23 regarding the Products is false and misleading because the Products in fact contain ingredients that
 24 are synthetic, non-natural and highly chemically processed.

25 12. The Products are sold in a variety of outlets, including Target, Ace Hardware,
 26 Kroger, Publix, King Soopers, Rite Aid, Walmart, Duane Reade, and various other health food,
 27 grocery, and drug stores.

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1 13. The primary focus of Defendant’s Green Works® product line is the claim that the
2 Products are “naturally derived” and are therefore better than non-natural products. Defendant
3 plasters the Products’ labels and the Green Works® website with claims related to the “natural”
4 character of the Products. Defendant does so in an effort to capitalize on the growing market for
5 natural products. Consumers are willing to pay a price premium for products labeled and
6 advertised as natural.

7 14. The packaging for the Products misrepresents that the Products are “naturally
8 derived.” Clorox makes this claim upon the front of the packaging of all of its Green Works®
9 Products, which is additionally illustrated with green coloring, leaves, flowers and the word
10 “green” prominently featured in the name of the Products.



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27 15. The back of the packaging of the Products likewise states that consumers can expect
28 “powerful cleaning done naturally.”



16. These representations are all false and highly misleading. Consumers understand “natural” and “naturally derived” to mean “existing in nature and not made or caused by people; coming from nature” or “not having any extra substances or chemicals added; not containing anything artificial.” Under this definition, and the expectations of reasonable consumers, the Products cannot be considered “natural” or “naturally derived” because they contain ingredients that are synthetic, non-natural and highly chemically processed.

17. Defendant’s Products contain the following non-exhaustive list of non-natural and/or synthetic ingredients:

- (a) **Boric Acid.** A synthetic preservative often used as an antiseptic, insecticide, or flame retardant. It is known to cause kidney damage and/or failure, testicular atrophy and developmental defects including cardiovascular defects and skeletal variations. Substances and mixtures imported into the EU which contain Boric Acid are required to be labelled with the warnings “May damage fertility” and “May damage the unborn child.”
- (b) **Calcium Chloride.** A chemical preservative used as a firming agent as well as for deicing and road surfacing. The FDA has held that products

1 containing calcium chloride should not be labelled “natural.” It is known to
2 cause gastrointestinal irritation, ulceration and hypercalcaemia.

3 (c) **Citric Acid.** This is synthetically produced by feeding simple carbohydrates
4 to *Aspergillus niger* mold and then processing the resulting fermented
5 compound. Calcium hydroxide and sulfuric acid are often used in
6 processing citric acid.

7 (d) **Cocamine Oxide.** A man-made mixture of coconut fatty acids. It is
8 typically used in cleaning products as a primary cleaner, foam enhancer,
9 stabilizer, and thickener.

10 (e) **Dimethicone/Silica Antifoam.** This is a silicon-based polymer used as a
11 lubricant and conditioning agent. It is man-made in laboratories and
12 suspected to be an environmental toxin.

13 (f) **Fragrance.** Many of the compounds in Fragrance are carcinogenic or
14 otherwise toxic. Fragrance on a label can indicate the presence of 4,000
15 separate ingredients. Most or all of them are synthetic. Clinical observation
16 by medical doctors have shown that exposure to fragrances can affect the
17 central nervous system.

18 (g) **Glycerin.** Glycerin is an emollient that, according to the FDA, is a synthetic
19 substance. 7 C.F.R. 205.603(a)(12). The glycerin used in Defendant’s
20 Products is not “natural” but instead, upon information and belief, is
21 manufactured through saponification, whereby fat molecules in vegetable oil
22 are chemically altered using sodium hydroxide, a highly toxic chemical.

23 (h) **Hydrogen Peroxide.** This is also referred to as hydrogen dioxide. It is made
24 by the electrolytic oxidation of sulfuric acid or a sulfate to persulfuric acid or
25 a persulfuric acid salt with subsequent hydrolysis and distillation of the
26 hydrogen peroxide formed; by decomposition of barium peroxide with
27 sulfuric or phosphoric acid; by hydrogen reduction of 2-ethylanthraquinone,
28 followed by oxidation with air, to regenerate the quinone and produce

1 hydrogen peroxide; or by electrical discharge through a mixture of
2 hydrogen, oxygen, and water vapor.

- 3 (i) ***Isopropanol.*** This is a solvent and denaturant (poisonous substance that
4 changes another substance's natural qualities). This petroleum-derived
5 substance is also used in antifreeze and as a solvent in shellac.
- 6 (j) ***Lauryl Glucoside.*** A surfactant derived from genetically modified corn.
- 7 (k) ***Liquitint® Blue HP Dye.*** A man-made colorant manufactured by Milliken
8 Chemical.
- 9 (l) ***Liquitint® Bright Yellow Dye.*** A man-made colorant manufactured by
10 Milliken Chemical.
- 11 (m) ***Methylisothiazolinone.*** This is a powerful synthetic biocide and
12 preservative within the group of isothiazolinones, which is used in a wide
13 range of industrial applications.
- 14 (n) ***Octylisothiazolinone.*** This is a synthetic biocide/disinfectant which is used
15 as a preservative in polishes, paints, cleaners, adhesives, and metalworking
16 fluids.
- 17 (o) ***Potassium Carbonate.*** Recognized as a synthetic ingredient by 7 C.F.R. 3
18 205.605(b).
- 19 (p) ***Potassium Citrate.*** Synthetic substance prepared by reacting elemental
20 potassium with citric acid.
- 21 (q) ***Sodium Gluconate.*** Sodium gluconate is a preservative. Upon information
22 and belief, Plaintiffs allege that the sodium gluconate used in Defendant's
23 Products is derived from genetically modified corn. GMOs are not
24 "natural," but synthetic, man-made organisms.
- 25 (r) ***Sodium Hydroxide.*** Sodium hydroxide, commonly known as lye, is used to
26 reduce the acidity of a product. Sodium hydroxide is not "natural," but
27 instead is manufactured by breaking down saltwater into sodium, chlorine,
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hydrogen, and hydroxide ions through electrolysis, and then recombining the sodium and hydroxide ions to form sodium hydroxide.

(s) **Sodium Lauryl Sulfate.** Sodium lauryl sulfate (SLS) is a highly chemically-processed surfactant, detergent, and emulsifier sourced from fatty acids that are extracted from coconut or palm oil, which are then chemically converted into esters and hydrogenated through the addition of chemicals to produce fatty alcohol. The fatty alcohol is then sulfated and neutralized through further chemical processing to yield the final ingredient.

(t) **Xanthan Gum.** Xanthan gum is a thickening agent that, according to the FDA regulations, is a synthetic substance. 7 C.F.R. 205.605(b). Xanthan gum is not “natural” but is instead manufactured through fermentation of carbohydrates and subsequent treatment of the byproduct with isopropyl alcohol.

18. No product labeled “natural” or “naturally derived” should contain any of these ingredients. And yet, the following Green Works® products each contain several:

<u>PRODUCT</u>	<u>UPC</u>	<u>SYNTHETIC AND/OR UNNATURAL INGREDIENTS</u>
Green Works® Multi-Surface Cleaner	44600302829/ 44600004501	Fragrance Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone Potassium Carbonate Potassium Citrate Sodium Gluconate Sodium Hydroxide
Green Works® Multi-Surface Cleaner Lemon Scent	44600302003	Fragrance Lauryl Glucoside Liquitint® Bright Yellow Dye Methylisothiazolinone Potassium Carbonate Potassium Citrate Sodium Gluconate Sodium Hydroxide
Green Works® Bathroom Cleaner	44600300573/	Citric Acid

1		44600305936	Fragrance Lauryl Glucoside
2	Green Works® Stain Remover & 3 Bleach	44600306476	Citric Acid Fragrance Hydrogen Peroxide Sodium Lauryl Sulfate
4	Green Works® Compostable 5 Cleaning Wipes	44600303116/ 44600303154	Citric Acid Dimethicone/Silica Antifoam 6 Frangrance Isopropanol 7 Glycerin Methylisothiazolinone 8 Octylisothiazolinone
9	Green Works® Compostable 10 Cleaning Wipes Water-Lily Scent	44600308982/ 44600308999	Citric Acid Dimethicone/Silica Antifoam Fragrance Glycerin Methylisothiazolinone
11	Green Works® Dishwashing 12 Liquid	44600301686	Sodium Lauryl Sulfate Cocamine Oxide Citric Acid Glycerin Fragrance Isopropanol Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone
13	Green Works® Dishwashing 14 Liquid Water-Lily Scent	44600301716	Sodium Lauryl Sulfate Cocamine Oxide Citric Acid Glycerin Fragrance Isopropanol Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone
15	Green Works® Dishwashing 16 Liquid Free & Clear Scent	44600301723	Cocamine Oxide Citric Acid Glycerin Isopropanol Lauryl Glucoside Methylisothiazolinone Sodium Lauryl Sulfate
17	Green Works® Laundry Detergent 18 Original	44600303192	Boric Acid Calcium Chloride

		Glycerin Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone Sodium Gluconate
Green Works® Laundry Detergent Free & Clear Scent	44600303208	Boric Acid Calcium Chloride Glycerin Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone Sodium Gluconate Sodium Hydroxide
Green Works® Toilet Bowl Cleaner	44600004518	Citric Acid Fragrance Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Xanthan Gum

19. Clorox has profited enormously from its false and misleading representation that its Green Works® Products are “naturally derived” and that consumers can expect “powerful cleaning done naturally.” The purpose of this action is to require Clorox to undertake a corrective advertising campaign and to provide consumers with monetary relief for Clorox’s deceptive and misleading product claims.

CLASS REPRESENTATION ALLEGATIONS

20. Plaintiffs seek to represent a class defined as all persons in the United States who purchased Green Works® Products (the “Class”). Excluded from the Class are persons who made such purchases for purpose of resale.

21. Plaintiff Gregorio also seeks to represent a subclass of all Class Members who purchased Green Works® Products in New York (the “New York Subclass”).

22. Plaintiff Quiroz also seeks to represent a subclass of all Class Members who purchased Green Works® Products in California (the “California Subclass”).

23. At this time, Plaintiffs do not know the exact number of members of the aforementioned Class and Subclasses (“Class Members” and “Subclass Members,” respectively);

1 however, given the nature of the claims and the number of retail stores in the United States selling
2 Clorox's Products, Plaintiffs believe that Class and Subclass members are so numerous that joinder
3 of all members is impracticable.

4 24. There is a well-defined community of interest in the questions of law and fact
5 involved in this case. Questions of law and fact common to the members of the Class that
6 predominate over questions that may affect individual Class members include:

7 (a) whether Clorox misrepresented and/or failed to disclose material facts
8 concerning Green Works® "Naturally Derived" Products;

9 (b) whether Clorox's conduct was unfair and/or deceptive;

10 (c) whether Clorox has been unjustly enriched as a result of the unlawful,
11 fraudulent, and unfair conduct alleged in this Complaint such that it would be inequitable for
12 Clorox to retain the benefits conferred upon Clorox by Plaintiffs and the Class;

13 (d) whether Clorox violated the Magnuson-Moss Warranty Act;

14 (e) whether Clorox breached express and implied warranties to Plaintiffs and the
15 Class;

16 (f) whether Plaintiffs and the Class have sustained damages with respect to the
17 common law claims asserted, and if so, the proper measure of their damages.

18 25. With respect to the California Subclass, additional questions of law and fact
19 common to the members that predominate over questions that may affect individual members
20 include whether Clorox violated the California Consumer Legal Remedies Act, as well as
21 California's False Advertising law and Unfair Competition law.

22 26. With respect to the New York Subclass, additional questions of law and fact
23 common to the members that predominate over questions that may affect individual members
24 include whether Clorox violated New York's Deceptive Acts and Practices law, as well as New
25 York's False Advertising law.

26 27. Plaintiffs' claims are typical of those of the Class because Plaintiffs, like all
27 members of the Class, purchased, in a typical consumer setting, Clorox's Green Works® Products
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1 bearing the natural representations and other representations, and Plaintiffs sustained damages from
2 Clorox's wrongful conduct.

3 28. Plaintiffs will fairly and adequately protect the interests of the Class and Subclasses
4 and have retained counsel that is experienced in litigating complex class actions. Plaintiffs have no
5 interests which conflict with those of the Class or the Subclasses.

6 29. A class action is superior to other available methods for the fair and efficient
7 adjudication of this controversy.

8 30. The prosecution of separate actions by members of the Class and the Subclasses
9 would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct
10 for Clorox. For example, one court might enjoin Clorox from performing the challenged acts,
11 whereas another might not. Additionally, individual actions could be dispositive of the interests of
12 the Class and the Subclasses even where certain Class or Subclass members are not parties to such
13 actions.

14 **COUNT I**

15 **(Violation of California's Unfair and Deceptive Acts and Practices Law)**

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

17 32. Plaintiff Quiroz brings this cause of action on behalf of himself and members of the
18 California Subclass.

19 33. This cause of action is brought pursuant to California's Consumers Legal Remedies
20 Act, Cal. Civ. Code §§ 1750-1785 (the "CLRA").

21 34. Plaintiff Quiroz and the other members of the California Subclass are "consumers,"
22 as the term is defined by California Civil Code § 1761(d), because they bought the Green Works®
23 Products for personal, family, or household purposes.

24 35. Plaintiff Quiroz, the other members of the California Subclass, and Defendant have
25 engaged in "transactions," as that term is defined by California Civil Code § 1761(e).

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

3 37. As alleged more fully above, Defendant has violated the CLRA by falsely
4 representing to Plaintiff Quiroz and the other members of the California Subclass that the Green
5 Works® Products were “naturally derived,” and that consumers can expect “powerful cleaning
6 done naturally,” when they contained unnatural and/or synthetic chemicals.

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

9 39. CLRA § 1782 NOTICE. On May 25, 2017, a CLRA demand letter was sent to
10 Defendant via certified mail that provided notice of Defendant’s violation of the CLRA and
11 demanded that within thirty (30) days from that date, Defendant correct, repair, replace or other
12 rectify the unlawful, unfair, false and/or deceptive practices complained of herein. The letter also
13 stated that if Defendant refused to do so, a complaint seeking damages in accordance with the
14 CLRA would be filed. Defendant received the letter on May 31, 2017. Defendant has failed to
15 comply with the letter. Accordingly, pursuant to California Civil Code § 1780(a)(3), Plaintiff
16 Quiroz, on behalf of himself and all other members of the California Subclass, seeks injunctive
17 relief, compensatory damages, punitive damages, and restitution of any ill-gotten gains due to
18 Defendant’s acts and practices.

19 **COUNT II**

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

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

22 41. Plaintiff Quiroz brings this cause of action on behalf of himself and members of the
23 California Subclass.

24 42. As alleged more fully above, Defendant has falsely advertised the Green Works®
25 Products by falsely claiming that they are natural when they are not.

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

COUNT III

(Violation California’s Unfair Competition Law)

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

45. Plaintiff Quiroz brings this cause of action on behalf of himself and members of the California Subclass.

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

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

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

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

49. As more fully described above, Defendant’s misleading marketing, advertising, packaging, and labeling of the Green Works® Products is likely to deceive reasonable consumers. Indeed, Plaintiff Quiroz and the other members of the California Subclass were unquestionably deceived regarding the nature of the Green Works® Products, as Defendant’s marketing, advertising, packaging, and labeling of the Green Works® Products misrepresents and/or omits the true facts concerning the characteristics of the Green Works® Products. Said acts are fraudulent business practices.

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

51. Plaintiff Quiroz and the other California Subclass members suffered a substantial injury by virtue of buying the Green Works® Products that they would not have purchased absent Defendant’s unlawful, fraudulent, and unfair marketing, advertising, packaging, and labeling or by

1 virtue of paying a premium price for the unlawfully, fraudulently, and unfairly marketed,
2 advertised, packaged, and labeled Green Works® Products.

3 52. There is no benefit to consumers or competition from deceptively marketing and
4 labeling the Green Works® Products, which purport to be “naturally derived,” and that consumers
5 can expect “powerful cleaning done naturally,” when these unqualified claims are false.

6 53. Plaintiff Quiroz and the other California Subclass members had no way of
7 reasonably knowing that the Green Works® Products they purchased were not as marketed,
8 advertised, packaged, or labeled. Thus, they could not have reasonably avoided the injury each of
9 them suffered.

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

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

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

- 19 (a) provide restitution to Plaintiff Quiroz and the other California Subclass
20 members;
21 (b) disgorge all revenues obtained as a result of violations of the UCL; and
22 (c) pay Plaintiffs’ and the California Subclass’ attorneys’ fees and costs.

23 **COUNT IV**

24 **(Violation Of The Magnuson-Moss Warranty Act,
25 15 U.S.C. §§ 2301, et seq.)**

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

27 58. Plaintiffs bring this claim individually and on behalf of the members of the
28 proposed Class and Subclasses against Defendant.

1 purchased the Green Works® Products if they knew the truth about the product and its unnatural
2 and/or synthetic ingredients.

3 **COUNT VIII**

4 **(Breach Of Implied Warranty Of Merchantability)**

5 84. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

6 85. Plaintiffs bring this claim individually and on behalf of the members of the
7 proposed Class and Subclasses against Defendant.

8 86. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,
9 impliedly warranted that the Green Works® Products were “naturally derived” and that consumers
10 can expect “powerful cleaning done naturally.”

11 87. Defendant breached the warranty implied in the contract for the sale of the Green
12 Works® Products because the goods were not “adequately contained, packaged, and labeled as the
13 agreement may require,” and the goods did not “conform to the promise or affirmations of fact
14 made on the container or label.” *See* U.C.C. § 2-314(2) (listing requirements for merchantability).
15 As a result, Plaintiffs and Class members did not receive the goods as impliedly warranted by
16 Defendant to be merchantable.

17 88. Plaintiffs and Class members purchased the Green Works® Products in reliance
18 upon Defendant’s skill and judgment in properly packaging and labeling the Green Works®
19 Products.

20 89. The Green Works® Products were not altered by Plaintiffs or Class members.

21 90. The Green Works® Products were defective when they left the exclusive control of
22 Defendant.

23 91. Defendant knew that the Green Works® Products would be purchased and used
24 without additional testing by Plaintiffs and Class members.

25 92. The Green Works® Products were defectively designed and unfit for its intended
26 purpose, and Plaintiffs and Class members did not receive the goods as warranted.

27 93. As a direct and proximate cause of Defendant’s breach of the implied warranty,
28 Plaintiffs and Class members have been injured and harmed because they would not have

1 purchased the Green Works® Products if they knew the truth about the products, namely, that they
2 contain unnatural and/or synthetic ingredients.

3 **COUNT IX**

4 **(Unjust Enrichment)**

5 94. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

6 95. Plaintiffs bring this claim individually and on behalf of the members of the
7 proposed Class and Subclasses against Defendant.

8 96. Plaintiffs and Class members conferred benefits on Defendant by purchasing the
9 Green Works® Products.

10 97. Defendant has been unjustly enriched in retaining the revenues derived from
11 Plaintiffs and Class members' purchases of the Green Works® Products. Retention of those
12 moneys under these circumstances is unjust and inequitable because Defendant misrepresented that
13 the Green Works® Products were "naturally derived," and that consumers can expect "powerful
14 cleaning done naturally." These misrepresentations caused injuries to Plaintiffs and Class
15 members because they would not have purchased the Green Works® Products if the true facts were
16 known.

17 98. Because Defendant's retention of the non-gratuitous benefits conferred on them by
18 Plaintiffs and Class members is unjust and inequitable, Defendant must pay restitution to Plaintiffs
19 and Class members for its unjust enrichment, as ordered by the Court.

20 **COUNT X**

21 **(Negligent Misrepresentation)**

22 99. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

23 100. Plaintiffs bring this claim individually and on behalf of the members of the
24 proposed Class and Subclasses against Defendant.

25 101. As discussed above, Defendant misrepresented that the Green Works® Products
26 were "naturally derived" and that consumers can expect "powerful cleaning done naturally."
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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek judgment against Defendant, as follows:

- 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 representatives of the Class and Subclasses and Plaintiffs’ attorneys as Class Counsel to represent the Class and Subclass members;
- b. For an order declaring the Defendant’s conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiffs, the nationwide Class, and the 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 prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For an order requiring Defendant to undertake a corrective advertising campaign;
- h. For injunctive relief as pleaded or as the Court may deem proper; and
- i. For an order awarding Plaintiffs and the Class and 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.

Dated: July 5, 2017

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ L. Timothy Fisher
L. Timothy Fisher

L. Timothy Fisher (State Bar No. 191626)

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Walnut Creek, CA 94596
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BURSOR & FISHER, P.A.
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New York, NY 10019
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Facsimile: (212) 989-9163
E-Mail: scott@bursor.com

Counsel for Plaintiffs

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

I, L. Timothy Fisher, declare as follows:

1. I am counsel for Plaintiffs, and I am a partner at Bursor & Fisher, P.A. I make this declaration to the best of my knowledge, information, and belief of the facts stated herein.

2. The complaint filed in this action is filed in the proper place for trial because a substantial portion of the transaction occurred in this District, in that Defendant The Clorox Company has its principal place of business in this District.

3. Plaintiff Quiroz alleges that he purchased his Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived Laundry Detergent for household use from a Target retail store in California. He alleges that when he purchased his Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived Laundry Detergent, he relied on Defendant's representation that the product was "naturally derived" and that he could expect "powerful cleaning done naturally." He understood that representation to mean that the Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived Laundry Detergent did not contain unnatural, synthetic chemicals.

4. Plaintiff Quiroz alleges that Defendant's misrepresentation of its Green Works® Products was an immediate cause of his decision to purchase Defendant's Green Works® Products. He alleges that in all reasonable probability that he would not have agreed to purchase the Defendant's Green Works® Products, or he would have sought materially different terms, had he known that Defendant's representations were false and misleading.

5. Plaintiff Quiroz alleges that Defendant's "naturally derived" and "natural" representations concerning its Green Works® Products played a substantial part, and so had been a substantial factor in, his decision to purchase the Green Works® Products.

1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct, executed on July 5, 2017 at Walnut Creek, California.

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6 L. Timothy Fisher
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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
JOSEPH GREGORIO and PATRICK QUIROZ, individually and on behalf of all others similarly situated,
(b) County of Residence of First Listed Plaintiff New York
(c) Attorneys (Firm Name, Address, and Telephone Number)
1. Timothy Fisher, Bursor & Fisher, P.A.
1990 N. California Blvd., Suite 940
Walnut Creek, California 94596
Tel: 925-300-4455

DEFENDANTS
The Clorox Company
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment Of Veteran's Benefits, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excludes Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Medical Malpractice
PERSONAL INJURY: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY: 370 Other Fraud, 371 Truth in Lending, 380 Other Personal Property Damage, 385 Property Damage Product Liability
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC § 881, 690 Other
LABOR: 710 Fair Labor Standards Act, 720 Labor/Management Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Employee Retirement Income Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
BANKRUPTCY: 422 Appeal 28 USC § 158, 423 Withdrawal 28 USC § 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 840 Trademark
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS-Third Party 26 USC § 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC § 3729(a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1331
Brief description of cause: False Advertising, Unfair Competition, Fraud

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2) (Place an "X" in One Box Only)
SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE: 07/05/2017 SIGNATURE OF ATTORNEY OF RECORD: /s/ L. Timothy Fisher