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

CRAIG HAIN, on Behalf of Himself and
all Others Similarly Situated,

Plaintiff,

v.

CONOPCO, INC., d/b/a UNILEVER,

Defendant.

Case No. 2:17-cv-3656

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Craig Hain (“Plaintiff”), by his attorneys, brings this class action
 2 complaint against Conopco, Inc., doing business as Unilever (“Conopco” or
 3 “Defendant”). Plaintiff’s allegations are based upon personal knowledge as to his
 4 own acts and upon information and belief as to all other matters.

5 **NATURE OF ACTION**

6 1. This is a class action against Conopco for misleading consumers about
 7 the ingredients of its personal care products sold under the “Suave NATURALS”
 8 (“Suave Naturals,” the “Products”) brand name, when in fact these products contain
 9 unnatural and synthetic ingredients. At this time, Plaintiff has identified the
 10 following varieties of the Product:¹

- 11 • Suave® NATURALS rainforest fresh™ SHAMPOO;
- 12 • Suave® NATURALS everlasting sunshine SHAMPOO;
- 13 • Suave® NATURALS tropical coconut SHAMPOO;
- 14 • Suave® NATURALS daily clarifying SHAMPOO;
- 15 • Suave® NATURALS refreshing waterfall mist SHAMPOO;
- 16 • Suave® NATURALS ocean breeze SHAMPOO;
- 17 • Suave® NATURALS sun-ripened strawberry SHAMPOO;
- 18 • Suave® NATURALS wild cherry blossom SHAMPOO;
- 19 • Suave® NATURALS aloe & water lily SHAMPOO;
- 20 • Suave® NATURALS soothing lavender lilac SHAMPOO;
- 21 • Suave® NATURALS sweet pea violet SHAMPOO;
- 22 • Suave® NATURALS almond verbena 2IN1 SHAMPOO +
- 23 • CONDITIONER;
- 24 • Suave® NATURALS rainforest fresh™ CONDITIONER;
- 25 • Suave® NATURALS everlasting sunshine CONDITIONER;
- 26 • Suave® NATURALS tropical coconut CONDITIONER;
- 27 • Suave® NATURALS daily clarifying CONDITIONER;
- 28 • Suave® NATURALS waterfall mist CONDITIONER;
- Suave® NATURALS ocean breeze CONDITIONER;
- Suave® NATURALS sun-ripened strawberry CONDITIONER;
- Suave® NATURALS wild cherry blossom CONDITIONER;
- Suave® NATURALS juicy green apple CONDITIONER;

¹ Defendant may discontinue offering some Products and regularly introduces new products that are also falsely labeled as “NATURALS.” Defendant may also offer other similar “Suave NATURALS” brand products for sale of which Plaintiff is unaware. Plaintiff will ascertain the identities of these additional Products through discovery.

- Suave® NATURALS aloe & water lily CONDITIONER;
- Suave® NATURALS soothing lavender lilac CONDITIONER;
- Suave® NATURALS sweet pea violet CONDITIONER;
- Suave® NATURALS rainforest fresh BODY WASH;
- Suave® NATURALS everlasting sunshine BODY WASH;
- Suave® NATURALS Creamy milk & honey splash BODY WASH;
- Suave® NATURALS Creamy apricot & orange blossom BODY WASH;
- Suave® NATURALS Creamy cocoa butter & shea BODY WASH;
- Suave® NATURALS Creamy tropical coconut BODY WASH;
- Suave® NATURALS Creamy almond & verbena BODY WASH;
- Suave® NATURALS sweet pea & violet BODY WASH;
- Suave® NATURALS ocean breeze BODY WASH;
- Suave® NATURALS mango mandarin BODY WASH;
- Suave® NATURALS wild cherry blossom BODY WASH;
- Suave® NATURALS Everlasting Sunshine BODY LOTION;
- Suave® NATURALS Sweet Pea & Violet BODY LOTION;
- Suave® NATURALS Mango Mandarin BODY LOTION;
- Suave® NATURALS Lavender Vanilla BODY LOTION;
- Suave® NATURALS Wild Cherry Blossom BODY LOTION;
- Suave® KiDS Naturals Head to Toe Wash soothing Lavender.

Exhibit 1 attached hereto and incorporated by reference herein shows the labeling and ingredients for many of the Suave Naturals Products at issue.

2. Conopco engaged, and continues to engage, in a widespread, uniform marketing campaign using the Product packaging to mislead consumers about the nature, quality, and/or ingredients in Suave Naturals. Specifically, Conopco prominently places the following representations and imagery on the Products' packaging, even though Conopco knows they are false and misleading:

- a) "NATURALS" – Defendant prominently represents that the Products are "NATURALS" on the front label of the Products, in the name, "Suave NATURALS."
- b) "Infused with" Natural-Sounding Ingredients – Defendant makes statements, such as "infused with mineral-rich algae extract," highlighting that the Products contain various natural-sounding ingredients. For instance, Suave NATURALS Rainforest Fresh shampoo represents that it is "infused with aloe and bamboo extract," and Suave NATURALS Tropical Coconut shampoo represents that it is "infused with coconut extract." *E.g.*, Exhibit 1.

c) Scenic Images of Nature – Accompanying the abovementioned text on the Product packaging are images of natural scenery or objects, such as blooming cherry blossoms, lush rainforest undergrowth, or a cracked coconut. *E.g.*, Exhibit 1

d) Natural-Sounding Product Names – Conopco named almost all of the Suave Natural Product varieties after natural environments or objects, including fruits. Examples include “Rainforest Fresh,” “Everlasting Sunshine,” “Tropical Coconut,” “Waterfall Mist,” and “Sun-Ripened Strawberry.”

3. Defendant’s “NATURALS” statements, the statements that the Products are “infused with” natural-sounding ingredients, the images of natural scenery or objects, and the natural-sounding Product names deceive and mislead consumers into believing the Products have a natural quality.

4. Unfortunately for consumers, the Suave Naturals Products, which are sold in numerous nationwide supermarket and pharmacy chains, are not “NATURALS” or natural. Rather, the Products contain numerous unnatural and synthetic ingredients.

5. For example, Suave® NATURALS rainforest fresh™ SHAMPOO contains synthetic and unnatural ingredients, including but not limited to the following:

a) ***Sodium Laureth Sulfate*** – Sodium laureth sulfate is a heavily processed ingredient synthetically derived from ethoxylated lauryl alcohol and used as a surfactant.

b) ***Cocamide MEA*** – Cocamide MEA is a compound synthesized from coconut oils and ethanolamine. Environmental Working Group, Skin Deep® Cosmetics Database, COCAMIDE MEA, http://www.ewg.org/skindeep/ingredient/701517/COCAMIDE_MEA/ (last visited May 11, 2017).

a) ***Ammonium Chloride*** – Commercial manufacture of ammonium chloride is usually synthetic.² Synthetic manufacture can occur by bubbling ammonia gas into water. This will form ammonium hydroxide, which can be combined with hydrochloric acid to produce ammonium chloride.

² The natural, mineralogical form of ammonium chloride is called “sal ammoniac.”

- b) ***Fragrance (Parfum)*** – The fragrances commonly used in body wash can have as many as 200 ingredients and are synthetic. Plaintiff alleges on information and belief that the “Fragrance” in the Products is synthetic.
- c) ***Tetrasodium EDTA*** – This ingredient is produced synthetically for industrial purposes in the laboratory. It is a preservative made from the known carcinogen formaldehyde and sodium cyanide. It is also a penetration enhancer, meaning it breaks down the skin’s protective barrier, going directly into the bloodstream.
- d) ***DMDM Hydantoin*** – DMDM hydantoin is a synthetic antimicrobial preservative that is a “formaldehyde releaser” (i.e., over time, it releases formaldehyde, a known carcinogen).
- e) ***Methylchloroisothiazolinone*** – Methylchloroisothiazolinone is a preservative also known as “CMIT.” In combination with methylisothiazolinone, it goes by the trade name Kathon CG (among others). It is synthetically produced.
- f) ***Methylisothiazolinone*** – Also known as “MIT,” this ingredient is a synthetic substance that can control or kill microorganisms. It is used as a preservative.
- g) ***PPG-9*** – This is another name for polypropylene glycol, which is the active component in antifreeze that is also used in automobile coolant. In the normal manufacturing process, propylene—a byproduct of gasoline manufacture—is converted to propylene oxide. This compound is then polymerized, using a strong base, such as potassium hydroxide, as a catalyst.

6. For another example, Suave® NATURALS rainforest fresh BODY WASH contains synthetic, unnatural ingredients, including but not limited to the following:

- a) ***Sodium Laureth Sulfate*** – See *supra* ¶ 5.a..
- b) ***Ammonium Chloride*** – See *supra* ¶ 5.c.
- c) ***Cocamide MEA*** – See *supra* ¶ 5.b.
- d) ***Fragrance (Parfum)*** – See *supra* ¶ 5.d
- e) ***Glycerin*** – Usually, glycerin is manufactured for commercial use through hydrolysis of fats and oils during the manufacturing of

1 soap products or synthesized from the hydrogenolysis of
 2 carbohydrates or from petrochemicals. Chemicals used in
 3 glycerin synthesis include epichlorohydrin (hazardous), sodium
 4 hydroxide (synthetic and hazardous), allyl alcohol (synthetic and
 5 hazardous), hydrogen peroxide (synthetic), and peracetic acid
 6 (synthetic). Plaintiff believes and alleges Defendant synthesizes
 7 the glycerin in the Products using common manufacturing
 8 methods.

9 *f) PPG-9 – See supra ¶ 5.i.*

10 *g) Tetrasodium EDTA – See supra ¶ 5.e.*

11 *h) Methylchloroisothiazolinone – See supra ¶ 5.g.,*

12 *i) Methylisothiazolinone – See supra ¶ 5.h.*

13 7. These synthetic ingredients are not mere trace ingredients within the
 14 Products. To the contrary, the Products contain only a miniscule amount of even
 15 arguably natural ingredients (other than water). After water, synthetic ingredients
 16 comprise the overwhelming majority of the Products' composition.

17 8. For example, the most prevalent ingredients in Suave® NATURALS
 18 rainforest fresh™ SHAMPOO are water (aqua), sodium laureth sulfate (synthetic),
 19 cocamide MEA (synthetic), and ammonium chloride (synthetic).³ The next-most
 20 prevalent ingredient is fragrance (parfum) (synthetic), which Plaintiff believes
 21 constitutes only a small percentage of the Product's composition. Moreover, of the
 22 sixteen ingredients in Suave NATURALS Rainforest Fresh shampoo, only four —
 23 water, “Bambusa Arundinacea Stem Extract,” “Aloe Barbadensis Leaf Extract,” and
 24 perhaps citric acid—are even arguably natural. Other than water, these arguably
 25 natural ingredients are among the least predominant ingredients in the Products.

26 9. For another example, the most prevalent ingredients in Suave®
 27 NATURALS rainforest fresh BODY WASH are water, sodium laureth sulfate
 28 (synthetic), ammonium chloride (synthetic), and cocamide MEA (synthetic). The

³ The United States Food and Drug Administration requires ingredients to be listed on cosmetic product labels in the order of predominance in the product. 21 C.F.R. § 701.3(a), (c).

1 next-most prevalent ingredient is fragrance (synthetic), which, on information and
2 belief, constitutes only a small percentage of the Product's composition. Moreover,
3 of the seventeen ingredients in Suave NATURALS Rainforest Fresh body wash,
4 only four — water, "Bambusa Arundinacea Stem Extract," and "Aloe Barbadensis
5 Leaf Extract," and perhaps citric acid—are even arguably natural, and "Bambusa
6 Arundinacea Stem Extract," "Aloe Barbadensis Leaf Extract," and citric acid are
7 among the least predominant ingredients in the Product.

8 10. The compositional structure of Suave® NATURALS rainforest fresh™
9 SHAMPOO and Suave® NATURALS rainforest fresh BODY WASH is typical of
10 the Suave Naturals Products.

11 11. "Unnatural" is a defining characteristic of synthetic ingredients.

12 12. No reasonable consumer understands Products labeled "NATURALS"
13 to include numerous unnatural and synthetic ingredients, particularly when the only
14 ingredients that are even arguably natural are a vanishingly small part of the
15 Products' composition.

16 13. For example, no reasonable consumer understands Suave®
17 NATURALS rainforest fresh™ SHAMPOO, which is prominently labeled
18 "NATURALS," to include, out of sixteen total ingredients, twelve that are not, in
19 fact, natural—particularly when the most prevalent Product ingredients (sodium
20 laureth sulfate, cocamide MEA, and ammonium chloride) are synthetic, with the
21 three non-water ingredients that are even arguably natural comprising only a tiny
22 part of the Product's composition.

23 14. For another example, no reasonable consumer understands Suave®
24 NATURALS rainforest fresh BODY WASH, which is labeled "NATURALS," to
25 include, out of seventeen total ingredients, thirteen that are not, in fact, natural—
26 particularly when the most prevalent Product ingredients (sodium laureth sulfate,
27 ammonium chloride, and cocamide MEA) are synthetic, with the three non-water
28

1 ingredients that are even arguably natural comprising only a tiny part of the
2 Product's composition.

3 15. Through its deceptive practice of marketing and selling the Products as
4 "NATURALS" despite the presence of synthetic ingredients, Defendant was able to
5 command a premium price for the Products by deceiving consumers about the
6 nature, quality, and/or ingredients of Suave Naturals.

7 16. Defendant was motivated to mislead consumers for no other reason than
8 to take away market share from competing products, including but not limited to
9 store-brand and brand name shampoos, conditioners, body washes, and body lotions,
10 thereby increasing its own sales and profits.

11 17. Because Suave Naturals contain synthetic, unnatural ingredients,
12 Defendant's claims on the Product labeling and in the Product marketing that the
13 Products are "NATURALS" are false and misleading, and they deceive consumers
14 into purchasing the Products.

15 18. Further, because Suave Naturals contain synthetic, unnatural
16 ingredients, Defendant's claims that the Products are "infused with" various natural-
17 sounding ingredients, as well as Defendant's use of images of natural scenery or
18 objects and natural-sounding Product names, on the Product labeling and in the
19 Product marketing are misleading, and they deceive consumers into purchasing the
20 Products.

21 19. As a direct and proximate result of Defendant's false and misleading
22 advertising claims and marketing practices, Plaintiff and the members of the Class,
23 as defined herein, purchased Suave Naturals. Were it not for Defendant's unfair and
24 deceptive practices, Plaintiff and the proposed class members either would not have
25 purchased Defendant's Suave Naturals Products, or would have sought materially
26 different terms. As a result, Plaintiff and members of the Class purchased Suave
27 Naturals and have been injured in fact. Plaintiff and class members have suffered an
28 ascertainable and out-of-pocket loss. Plaintiff and members of the Class seek a

1 have sought materially different terms, had he known that the Defendant's
2 representation was false and misleading.

3 25. Plaintiff would purchase Suave Naturals products again if the
4 advertising of the products were to be truthful in the future, such as through a change
5 in the formulation of the products that would cause the current naturals claims on the
6 products' labels to be truthful and not misleading

7 26. Conopco's misrepresentation that the Products are "NATURALS,"
8 when in fact they were made with synthetic and unnatural ingredients, played a
9 substantial part, and so had been a substantial factor in, Plaintiff Hain's decision to
10 purchase Suave Naturals.

11 **Defendant**

12 27. Defendant Conopco, Inc., is a corporation organized under the laws of
13 the State of New York. Conopco's principal executive office is located at 700
14 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

15 **JURISDICTION AND VENUE**

16 28. This Court has jurisdiction over this action pursuant to 28 U.S.C. §
17 1332(d) because there are more than 100 Class Members, the aggregate amount in
18 controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least
19 one Class member is a citizen of a state different from at least one Defendant.

20 29. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
21 Defendant does business throughout this District, Plaintiff purchased Suave Naturals
22 several times in this District, and Suave Naturals are sold extensively in this District.

23 **FACTUAL ALLEGATIONS**

24 30. Defendant sells several types of personal care products, including
25 shampoo, conditioner, body wash, and body lotion, under the "Suave NATURALS"
26 brand that are widely used by both children and adults.

27 31. As discussed above, on the Product labels, Defendant prominently
28 markets the Products as "NATURALS," states they are "infused with" various

1 natural-sounding ingredients, and features picturesque natural scenery and objects on
2 the Product labeling.

3 32. Additionally, Defendant named almost all of the Suave Naturals Product
4 varieties after natural environments or objects such as fruits, including but not
5 limited to “Rainforest Fresh,” “Everlasting Sunshine,” “Tropical Coconut,”
6 “Waterfall Mist,” “Ocean Breeze,” “Sun-Ripened Strawberry,” “Wild Cherry
7 Blossom,” “Juicy Green Apple,” “Aloe & Water Lily,” “Soothing Lavender Lilac,”
8 “Sweet Pea Violet,” “Creamy Milk & Honey Splash,” “Creamy Apricot & Orange
9 Blossom,” “Creamy Cocoa Butter & Shea,” “Mango Mandarin,” and “Lavender
10 Vanilla.” *E.g.*, Exhibit 1.

11 33. Thus, Defendant’s Products use a variety of names that mislead
12 consumers to believe the Products consist of numerous natural ingredients and/or
13 obscure the overwhelming quantity of unnatural, synthetic ingredients that actually
14 comprise the Products.

15 34. Consumers, including Plaintiff and the other members of the “Class” (as
16 defined below), frequently rely on label representations and information in making
17 purchase decisions.

18 35. Despite knowing that the synthetic ingredients are not natural and that
19 its Products consist of numerous synthetic ingredients, Defendant has engaged in a
20 widespread marketing and advertising campaign to portray the Products as
21 “NATURALS” and to otherwise represent that the Products are natural, as discussed
22 above.

23 36. Defendant labels the Products as “NATURALS” and with the other
24 representations/imagery discussed above to induce consumers to purchase its
25 Products over competing ones.

26 37. Defendant’s representation that the Products are “NATURALS” is false
27 and misleading because products containing synthetic ingredients are unnatural. A
28 reasonable consumer believes that Products labeled “NATURALS” do not contain

unnatural, synthetic ingredients; in fact, however, the Products do contain such ingredients.

38. Further, because Suave Naturals contain synthetic and unnatural ingredients, Defendant's claims that the Products are "infused with" various natural-sounding ingredients, as well as Defendant's use of images of natural scenery or objects and natural-sounding Product names, on the Product labeling and in the Product marketing are misleading. Statements that the Products are "infused with" various natural-sounding ingredients, imagery of natural scenery or objects, and natural-sounding Product names on the Product labels suggest to a reasonable consumer that the Products do not contain unnatural and synthetic ingredients; in fact, however, the Products do contain such ingredients.

39. Plaintiff and the other members of the Class reasonably relied to their detriment on Defendant's false and misleading representations and omissions. Defendant's misleading affirmative statements that the Products are "NATURALS," as well as its other representations/imagery indicating the Products are natural, obscured the material facts that Defendant failed to disclose about the unnaturalness of its Products, including in particular the fact that the Products contain synthetic ingredients.

40. Plaintiff and the other Class members were among the intended recipients of Defendant's deceptive representations and omissions described herein. Defendant's deceptive representations and omissions, as described herein, are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions.

41. Plaintiff and the Class members purchased the Products because they wanted natural personal care products.

42. Defendant's deceptive representations and omissions injured Plaintiff because they would not have purchased the Products, or would not have purchased the Products at a premium price, had they been truthfully advertised and labeled.

1 43. The materiality of the representations and omissions described herein
2 establishes causation between Defendant's conduct and the injuries that Plaintiff and
3 the Class members sustained.

4 44. Defendant's false, misleading, and deceptive misrepresentations and
5 omissions, as described herein, are likely to continue to deceive and mislead
6 reasonable consumers and the general public. Indeed, they have already deceived
7 and misled Plaintiff and the other Class members.

8 45. In making the false, misleading, and deceptive representations and
9 omissions set forth herein, Defendant knew and intended that consumers would pay
10 for natural products in lieu of comparable products that are not full of synthetic
11 ingredients, furthering Defendant's private interest of increasing sales for its
12 Products and decreasing the sales of products that Defendant's competitors truthfully
13 offer as "natural" or "naturals."

14 46. As an immediate, direct, and proximate result of Defendant's false,
15 misleading, and deceptive representations and omissions (as detailed herein),
16 Defendant injured Plaintiff and the other Class members in that they:

- 17 a) paid a sum of money for Products that were not as
18 represented;
19 b) were deprived the benefit of the bargain because the Products
20 they purchased were different than what Defendant warranted;
21 c) were deprived the benefit of the bargain because the Products
22 they purchased had less value than what was represented by
23 Defendant;
24 d) did not receive Products that measured up to their expectations
25 as created by Defendant;
26 e) were denied the benefit of truthful cosmetic labels; and
27 f) were denied the benefit of the beneficial properties of the
28 natural cosmetics promised.

47. Plaintiff and the other Class members all paid money for the Products. However, Plaintiff and the Class members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions, as detailed herein. Plaintiff and the Class members purchased, and/or purchased more of, the Products than they would have had they known the truth about the Products' unnaturalness. Accordingly, Plaintiff and the Class members have suffered injury in fact and lost money or property as a result of Defendant's wrongful conduct.

CLASS ALLEGATIONS

48. Plaintiff brings this action as a class action under Federal Rule of Civil Procedure 23 on behalf of a Class consisting of all persons in the United States who, within the relevant statute of limitations period, purchased Suave Naturals (the “Class”).

49. Plaintiff also seeks to represent a subclass defined as all members of the Class who purchased Suave Naturals in California (the “California Subclass”).

50. Plaintiff also seeks to represent a subclass defined as all members of the Class who purchased Suave Naturals in California (the “New York Subclass”).

51. Excluded from the Classes are the Defendant, the officers and directors of the Defendant at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which either Defendant has or had a controlling interest.

52. Also, excluded from the Classes are persons or entities that purchased Suave Naturals for purposes of resale.

53. Plaintiff is a member of the Classes he seeks to represent.

54. The Classes are so numerous that joinder of all members is impractical. Although Plaintiff does not yet know the exact size of the Classes, Suave Naturals is sold in major retail stores across the United States, including stores such as Target, and Walmart. Major online retailers include Amazon.com and Walgreens.com. Upon information and belief, the Class includes more than one million members.

1 55. The Class is ascertainable because the Class Members can be identified
 2 by objective criteria – the purchase of Suave Naturals during the Class Period.
 3 Individual notice can be provided to Class Members “who can be identified through
 4 reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

5 56. There are numerous questions of law and fact common to the Class
 6 which predominate over any individual actions or issues, including but not limited
 7 to:

- 8 (a) Whether Defendant breached an express warranty made to
 9 Plaintiff and the Class;
- 10 (b) Whether Defendant labeled, marketed, advertised, and/or
 11 sold the Products to Plaintiff and Class Members using
 12 false, misleading, and/or deceptive statements or
 13 representations, including statements or representations
 14 concerning the nature, quality, and/or ingredients of the
 15 Products;
- 16 (c) Whether Defendant’s labeling, marketing, advertising,
 17 and/or selling of the Products as “NATURALS” and as
 18 natural constitutes an unfair or deceptive consumer sales
 19 practice
- 20 (d) Whether Defendant’s labeling, marketing, advertising,
 21 and/or selling of the Products as “NATURALS” and as
 22 natural constitutes fraud;
- 23 (e) Whether Defendant violated the CLRA;
- 24 (f) Whether Defendant violated the UCL;
- 25 (g) Whether Defendant violated the FAL;
- 26 (h) Whether Defendant violated GBL § 349;
- 27 (i) Whether Defendant violated GBL § 350;
- 28 (j) Whether Class Members suffered an ascertainable loss as a
 result of Defendant’s misrepresentations; and
- (k) Whether, as a result of Defendant’s misconduct as alleged
 herein, Plaintiff and the Class Members are entitled to
 restitution, injunctive and/or monetary relief and, if so, the
 amount and nature of such relief.

57. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendant's wrongful conduct. Plaintiff has no interests antagonistic to the interests of the other members of the Class. Plaintiff and all members of the Class have sustained economic injury arising out of Defendant's violations of common and statutory law as alleged herein.

58. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class Members he seeks to represent, he has retained counsel competent and experienced in prosecuting class actions, and he intends to prosecute this action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of the Class Members.

59. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the Class Members. Each individual Class Member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issues will ensure that all claims are consistently adjudicated.

COUNT I

(Breach of Express Warranty)

60. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

61. Plaintiff brings this Count individually and on behalf of the members of the Class and Subclasses against the Defendant.

62. Conopco provided Plaintiff and Class Members with written express warranties including, but not limited to, warranties that the Products were “NATURALS” and were natural, as set forth above.

63. Conopco breached these warranties because the Products contain unnatural and synthetic ingredients and that did not otherwise conform to its warranties, as detailed above.

64. This breach resulted in damages to Plaintiff and Class Members, who bought Products, but did not receive the goods as warranted, in that the Products were not “NATURALS” or natural because they contained synthetic and unnatural ingredients

65. As a direct and proximate result of these acts, consumers have been and are being harmed. Plaintiff and Class members have suffered injury and actual out-of-pocket losses as a result of Defendant's breach of the express warranty because: (a) Plaintiff and the Class Members either would not have purchased Suave Naturals, or would have sought materially different terms if they had known the true facts; (b) Plaintiff and the Class paid an increased price for Suave Naturals due to the mislabeling of Suave Naturals; and (c) Suave Naturals did not have the level of quality, or value as promised.

COUNT II

(Fraud)

66. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

67. Plaintiff brings this claim individually and on behalf of the members of the Class and Subclasses against the Defendant.

68. At all relevant times, Defendant has intentionally misrepresented material facts about the Products by advertising, marketing, distributing, and/or selling the Products to Plaintiff and the Class members with claims that they are “NATURALS” and natural, as detailed herein.

1 69. At the time Defendant made the misrepresentations herein alleged,
2 Defendant knew the products were not “NATURALS” or natural because they
3 contained synthetic ingredients.

4 70. Defendant intentionally, willingly, and maliciously misrepresented the
5 Products as “NATURALS” and natural with the purpose of inducing Plaintiff and
6 the Class members to rely on those misrepresentations and inducing Plaintiff and the
7 Class members to purchase the Products. Plaintiff and the Class members
8 reasonably relied on Defendant’s representations that the Products were
9 “NATURALS” and natural, as set forth herein, and, in reasonable reliance thereon,
10 purchased the Products.

11 71. Plaintiff and the Class members were ignorant as to the falsity of
12 Defendant’s “NATURALS” and natural misrepresentations, as set forth herein, and
13 either would not have purchased the Products, or would have sought materially
14 different terms, had they known the Products were not “NATURALS” or natural
15 because they contained unnatural and synthetic ingredients. Plaintiff and the Class
16 members are not sophisticated experts with independent knowledge of the
17 formulation of Suave Naturals, and they acted reasonably when they justifiably
18 relied upon Defendant’s fraudulent representations.

19 72. As a direct and proximate result of this fraud, Plaintiff and Class
20 Members have been and are being harmed. Plaintiff and Class members have
21 suffered injury and actual out-of-pocket losses as a result of Defendant’s fraud
22 because: (a) Plaintiff and the Class Members either would not have purchased Suave
23 Naturals, or would have sought materially different terms if they had known the true
24 facts; (b) Plaintiff and the Class paid an increased price for Suave Naturals due to the
25 mislabeling of Suave Naturals; and (c) Suave Naturals did not have the level of
26 quality, or value as promised.
27
28

COUNT III

(Consumer Legal Remedies Act, Civil Code §§ 1750, *et seq.*)

73. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

74. Plaintiff brings this cause of action pursuant to California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (the "CLRA"), on behalf of himself and the California Subclass.

75. Plaintiff and the California Class Members are consumers who purchased Suave Naturals for personal, family, or household purposes. Accordingly, Plaintiff and the California Class Members are "consumers" as that term is defined by the CLRA in Cal. Civ. Code § 1761(d).

76. At all relevant times, Suave Naturals constituted a "good" as that term is defined in Cal. Civ. Code § 1761(a).

77. At all relevant times, Defendant was a "person" as that term is defined in Civ. Code § 1761(c).

78. At all relevant times, Plaintiff's purchase of Suave Naturals, and the purchases of Suave Naturals by other Class Members, constituted "transactions" as that term is defined in Cal. Civ. Code § 1761(e). Defendant's actions, representations, and conduct has violated, and continues to violate the CLRA, because they extend to transactions that intended to result, or which have resulted in, the sale of Suave Naturals to consumers.

79. The policies, acts, and practices described in this Complaint were intentionally, willingly, and maliciously undertaken to deceive consumers and thereby result in the sale of Suave Naturals to Plaintiff and the California Subclass. Defendant's deception succeeded. Defendant's practices, acts, policies, and course of conduct violated the CLRA §1750 *et seq.* as described above.

1 80. Defendant represented that Suave Naturals was of a particular standard,
2 quality, and grade, when it was another, in violation of California Civil Code §
3 1770(a)(7).

4 81. As alleged more fully above, Defendant has violated the CLRA by
5 falsely and misleadingly representing to Plaintiff and the California Subclass
6 members that the Products are “NATURALS” and are natural, when, in fact, the
7 Products are comprised mostly of unnatural and synthetic ingredients.

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

10 83. Pursuant to California Civil Code section 1780(a)(2) and (a)(5), Plaintiff
11 seeks an Order of this Court that includes, but is not limited to, an Order enjoining
12 Defendant from continuing to engage in unlawful, unfair, or fraudulent business
13 practices or any other act prohibited by law.

14 84. Plaintiff and the California Class Members suffered injuries caused by
15 Defendant’s misrepresentations because: (a) Plaintiff and the Class Members either
16 would not have purchased Suave Naturals, or would have sought materially different
17 terms if they had known the true facts; (b) Plaintiff and the Class paid an increased
18 price for Suave Naturals due to the mislabeling of Suave Naturals; and (c) Suave
19 Naturals did not have the level of quality, or value as promised.

20 85. Prior to the filing of this Complaint, a CLRA notice letter was served on
21 Defendant that complies in all respects with California Civil Code § 1782(a). A true
22 and correct copy of Plaintiff’s letter is attached as Exhibit 2. On April 3, 2017,
23 Plaintiff served Defendant a letter via certified mail, return receipt requested,
24 advising Defendant that it is in violation of the CLRA and must correct, repair,
25 replace, or otherwise rectify the goods alleged to be in violation of § 1770.
26 Defendant was further advised that in the event that the relief requested had not been
27 provided within thirty days, Plaintiff would bring an action for damages pursuant to
28 the CLRA.

86. Wherefore, Plaintiff seeks damages, restitution, and injunctive relief for this violation of the CLRA.

COUNT IV

(False Advertising Law, Business & Professions Code §§17500 *et seq.*)

87. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein.

88. Plaintiff brings this Count on behalf of the California Class.

89. California's FAL (Bus. & Prof. Code §§17500, *et seq.*) makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any statement, concerning . . . personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

90. Throughout the Class Period, Defendant committed acts of false advertising, as defined by the FAL, by using false and misleading statements to promote the sale of Suave Naturals, as described above, and including, but not limited to, representing that Suave Naturals is a natural when in fact it contains numerous synthetic ingredients.

91. Defendant knew or should have known, through the exercise of reasonable care, that their statements were untrue and misleading.

92. Defendant's actions in violation of the FAL were false and misleading such that the general public is and was likely to be deceived.

93. As a direct and proximate result of these acts, consumers have been and are being harmed. Plaintiff and members of the California Subclass have suffered injury and actual out-of-pocket losses as a result of Defendant's FAL violation because: (a) Plaintiff and the Class Members either would not have purchased Suave

1 Naturals, or would have sought materially different terms if they had known the true
 2 facts; (b) Plaintiff and the Class paid an increased price for Suave Naturals due to the
 3 mislabeling of Suave Naturals; and (c) Suave Naturals did not have the level of
 4 quality, or value as promised.

5 94. Plaintiff brings this action pursuant to Bus. & Prof. Code § 17535 for
 6 injunctive relief to enjoin the practices described herein and to require Defendant to
 7 issue corrective disclosures to consumers. Plaintiff and the California Class are
 8 therefore entitled to: (a) an order requiring Defendant to cease the acts of unfair
 9 competition alleged herein; (b) full restitution of all monies paid to Defendant as a
 10 result of their deceptive practices; (c) interest at the highest rate allowable by law;
 11 and (d) the payment of Plaintiff's attorneys' fees and costs pursuant to, *inter alia*,
 12 California Code of Civil Procedure §1021.5.

13 **COUNT V**

14 **(Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§** 15 **17200 et seq.)**

16 95. Plaintiff repeats the allegations contained in the paragraphs above as if
 17 fully set forth herein.

18 96. Plaintiff brings this Count individually and on behalf of the California
 19 Subclass against Defendant.

20 97. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent
 21 part: "Unfair competition shall mean and include unlawful, unfair or fraudulent
 22 business practices and unfair, deceptive, untrue or misleading advertising" The
 23 UCL also provides for injunctive relief and restitution for UCL violations.

24 98. "By proscribing any unlawful business practice, section 17200 borrows
 25 violations of other laws and treats them as unlawful practices that the UCL makes
 26 independently actionable." *Cel-Tech Communications, Inc. v. Los Angeles Cellular*
 27 *Telephone Co.*, 20 Cal. 4th 163, 180 (1999) (citations and internal quotation marks
 28 omitted).

1 99. Virtually any law or regulation – federal or state, statutory, or common
2 law – can serve as a predicate for an UCL “unlawful” violation. *Klein v. Chevron*
3 *U.S.A., Inc.*, 202 Cal. App. 4th 1342, 1383 (2012).

4 100. Defendant’s conduct, described herein, violated the “unlawful” prong of
5 the UCL by violating the CLRA and FAL.

6 101. Defendant’s conduct, described herein, violated the “unfair” prong of
7 the UCL by misrepresenting the Products as “NATRUALS” or natural, when in fact
8 the Products contain synthetic and unnatural ingredients.

9 102. Defendant’s conduct, described herein, violated the “fraudulent” prong
10 of the UCL by misrepresenting the Products as “NATRUALS” or natural, when in
11 fact the Products contain synthetic and unnatural ingredients.

12 103. Plaintiff and the California Subclass members are not sophisticated
13 experts with independent knowledge of the formulation of Suave Naturals, and they
14 acted reasonably when they purchased Suave Naturals based on their belief that
15 Defendant’s representations were true.

16 104. Defendant knew or should have known, through the exercise of
17 reasonable care, that their representations about Suave Naturals were untrue and
18 misleading.

19 105. As a direct and proximate result of these acts, consumers have been and
20 are being harmed. Plaintiff and members of the California Subclass have suffered
21 injury and actual out-of-pocket losses as a result of Defendant’s UCL violation
22 because: (a) Plaintiff and the Class Members either would not have purchased Suave
23 Naturals, or would have sought materially different terms if they had known the true
24 facts; (b) Plaintiff and the Class paid an increased price for Suave Naturals due to the
25 mislabeling of Suave Naturals; and (c) Suave Naturals did not have the level of
26 quality, or value as promised.

27 106. Pursuant to Bus. & Prof. Code §17203, Plaintiff and the California
28 Class are therefore entitled to: (a) an order requiring Defendant to cease the acts of

1 unfair competition alleged herein; (b) full restitution of all monies paid to Defendant
 2 as a result of their deceptive practices; (c) interest at the highest rate allowable by
 3 law; and (d) the payment of Plaintiff's attorneys' fees and costs pursuant to, *inter*
 4 *alia*, California Code of Civil Procedure §1021.5.

5 **COUNT VI**

6 **(Violation of New York General Business Law § 349)**

7 107. Plaintiff repeats the allegations contained in the paragraphs above as if
 8 fully set forth herein.

9 108. Plaintiff brings this Count individually and on behalf of the members of
 10 the New York Subclass.

11 109. GBL § 349 prohibits "deceptive acts or practices in the conduct of any
 12 business, trade or commerce or in the furnishing of any service in [New York]."

13 110. As fully alleged above, by advertising, marketing, distributing, and/or
 14 selling the Products with claims that they were "NATURALS" and otherwise natural
 15 to Plaintiff Hain and the New York Subclass members, Defendant engaged in, and
 16 continues to engage in, deceptive acts and practices because the Products are in fact
 17 made from unnatural and synthetic ingredients.

18 111. Plaintiff Hain and the New York Subclass members believed
 19 Defendant's representations that the Products they purchased were "NATURALS"
 20 and natural. Plaintiff Hain and the New York Subclass members would not have
 21 purchased the Products at a premium price had they known the Products were not
 22 actually "NATURALS" or natural because they contained synthetic ingredients.

23 112. Plaintiff and the New York Subclass members were injured in fact and
 24 lost money as a result of Defendant's conduct of improperly describing the Products
 25 as "NATURALS" and natural. Plaintiff Hain and the New York Subclass members
 26 paid for "NATURALS" and natural Products, but did not receive such Products.

27 113. As a direct and proximate result of these acts, consumers have been and
 28 are being harmed. Plaintiff and members of the New York Subclass have suffered

1 injury and actual out-of-pocket losses as a result of Defendant's GBL violation
2 because: (a) Plaintiff and the Class Members either would not have purchased Suave
3 Naturals, or would have sought materially different terms if they had known the true
4 facts; (b) Plaintiff and the Class paid an increased price for Suave Naturals due to the
5 mislabeling of Suave Naturals; and (c) Suave Naturals did not have the level of
6 quality, or value as promised.

7 114. By reason of the foregoing, Defendant's conduct, as alleged herein,
8 constitutes deceptive acts and practices in violation of GBL 349, and Defendant is
9 liable to Plaintiff Hain and the New York Subclass members for the actual damages
10 that they have suffered as a result of Defendant's actions. The amount of such
11 damages is to be determined at trial, but will not be less than \$50.00 per violation.
12 N.Y. Gen. Bus. Law § 349(h).

13 115. Plaintiff and the New York Subclass members seek to enjoin such
14 unlawful, deceptive acts and practices described above. Each of the New York
15 Subclass members will be irreparably harmed unless the Court enjoins Defendant's
16 unlawful, deceptive actions in that Defendant will continue to falsely and
17 misleadingly advertise the Products as "NATURALS" and as natural, as detailed
18 herein.

19 116. Plaintiff and the New York Subclass members seek declaratory relief,
20 restitution for monies wrongfully obtained, disgorgement of ill-gotten revenues
21 and/or profits, injunctive relief prohibiting Defendant from continuing to disseminate
22 its false and misleading statements, and other relief allowable under GBL 349.

23 **COUNT VII**

24 **Violation of New York Gen. Bus. Law § 350**

25 117. Plaintiff repeats the allegations in the foregoing paragraphs as if fully
26 set forth herein.

27 118. Plaintiff Hain bring this claim individually and on behalf of the
28 members of the New York Subclass against Defendant.

1 119. By the acts and conduct alleged herein, Defendant committed unfair or
2 deceptive acts and practices for the purpose of generating retail sales, which could
3 and did increase the amount of wholesale sales to Defendant.

4 120. The foregoing deceptive acts and practices were directed at consumers.

5 121. The foregoing deceptive acts and practices are misleading in a material
6 way because they fundamentally misrepresent the characteristics and benefits of the
7 Products to induce consumers to purchase the same.

8 122. Based on the foregoing, Defendant has engaged in consumer-oriented
9 conduct that is deceptive or misleading in a material way, which constitutes false
10 advertising in violation of Section 350 of the New York General Business Law.

11 123. Defendant's misrepresentation resulted in consumer injury and harm to
12 the public interest.

13 124. As a direct and proximate result of these acts, consumers have been and
14 are being harmed. Plaintiff and members of the New York Subclass have suffered
15 injury and actual out-of-pocket losses as a result of Defendant's GBL violation
16 because: (a) Plaintiff and the Class Members either would not have purchased Suave
17 Naturals, or would have sought materially different terms if they had known the true
18 facts; (b) Plaintiff and the Class paid an increased price for Suave Naturals due to the
19 mislabeling of Suave Naturals; and (c) Suave Naturals did not have the level of
20 quality, or value as promised.

21 125. As a result of Defendant's misrepresentation, Plaintiff Hain and
22 members of the New York Subclass have suffered economic injury. Plaintiff Hain
23 and members of the New York Subclass suffered an ascertainable loss caused by
24 Defendant's misrepresentation equal to the price premium they paid for the Products.

25 126. On behalf of themselves and other members of the New York Subclass,
26 Plaintiff Hain seek to enjoin the unlawful acts and practices described herein, to
27 recover actual damages or five hundred dollars, whichever is greater, three times
28 actual damages, and reasonable attorneys' fees.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

A. Determining that this action is a proper class action;

B. For an order declaring that the Defendant's conduct violates the statutes referenced herein;

C. Awarding compensatory and punitive damages in favor of Plaintiff, members of the Class, and the Subclasses against Defendant for all damages sustained as a result of the Defendant's wrongdoing, in an amount to be proven at trial, including interest thereon;

D. Awarding injunctive relief against Defendant to prevent Defendant from continuing their ongoing unfair, unconscionable, and/or deceptive acts and practices;

E. For an order of restitution and/or disgorgement and all other forms of equitable monetary relief;

F. Awarding Plaintiff and members the Class their reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and

G. Awarding such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all claims so triable in this action.

Dated: May 15, 2017

Respectfully submitted,

BURSOR & FISHER, P.A.

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