

Filing # 65242433 E-Filed 12/11/2017 04:42:07 PM

**IN THE CIRCUIT COURT OF THE SEVENTEETH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO.:

RICKY THOMPSON and ROBERT LIVINGSTONE, as individuals and on behalf of all others similarly situated,	:
	:
<i>Plaintiffs,</i>	: CLASS REPRESENTATION
	:
vs.	: JURY TRIAL REQUESTED
	:
THE PROCTER AND GAMBLE COMPANY,	:
	:
<u><i>Defendant.</i></u>	:

Plaintiffs RICKY THOMPSON and ROBERT LIVINGSTONE (“Plaintiff” or “Plaintiffs”), Florida residents, individually and on behalf of other similarly situated individuals, based upon their own personal knowledge and the investigation of counsel, allege the following Class Action Complaint against defendant The Procter and Gamble Company (“P&G” or “Defendant”) and its affiliates known and unknown involved in making, marketing, and distributing Ivory® Dish Detergent. Plaintiffs believe substantial evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

INTRODUCTION

1. This is a consumer protection class action based on misrepresentations and omissions committed by Defendant regarding its Ivory® Dish Detergent (“Ivory Dish Detergent” or the “Product”). Because Ivory contains methylisothiazolinone, a known sensitizing agent and contact allergen, it is not “gentle on hands.”

2. In recent years, consumers have found themselves developing increasing sensitivity

and reactions to harsh chemicals used in everyday household and personal-care products. Consumers must, and do, rely on manufacturers of household and personal-care products either to avoid using known allergens and irritants in their products, or in lieu, to warn consumers of allergens or irritants and the reactions they may cause.

3. Defendant P&G manufactures Ivory Dish Detergent.

4. On the face of the Ivory Dish Detergent packaging and website, P&G makes various representations as to the Product's qualities, including a representation that the Product is "gentle on hands." That claim is reinforced on P&G's website, which states that Ivory is "Trusted" and "designed to have mild, long-lasting suds."¹

5. Unfortunately for consumers, these representations falsely and misleadingly convey the express and implied impression that the Product is (1) gentle and mild for skin contact, and (2) an unqualifiedly safe and non-irritating dish washing product that inevitably comes into direct contact with consumers' skin. Nowhere on Ivory Dish Detergent's packaging, or on its website, does P&G disclose and warn against the presence of a sensitizing agent and contact allergen known to adversely affect a significant percentage of the population.

6. As detailed herein, Ivory Dish Detergent is not mild and/or gentle on the skin as advertised.

7. In fact, Ivory Dish Detergent contains methylisothiazolinone ("MI"), a chemical that is so potent an allergen that between 2-10% of the population may have developed an allergic response to it, with more people becoming sensitized every day. This number has skyrocketed over

1. See <http://pgpro.com/brands/ivory/ivory-dish-detergent/> (last visited Dec. 11, 2017).

the past few years as use of MI has become more widespread in household products.²

8. Notwithstanding the often-severe reactions suffered by the significant percentage of individuals who have developed allergic responses to MI, and notwithstanding the fact that anyone who uses Ivory Dish Detergent faces sensitization to MI, Defendant fails to include any type of warning informing users that Ivory Dish Detergent contains a known contact allergen. Instead, by promoting the Product's allegedly "Trusted," "mild," and "gentle" properties, P&G conveys a false and misleading impression of unqualified safety and that there are no known adverse reactions associated with the ingredients in the Product.

9. Plaintiffs, and all other similarly situated consumers, did not bargain for a Product that contains a known sensitizing agent and contact allergen in exchange for their payment of the purchase price. Plaintiffs contend that the Product does not work as warranted and is not otherwise fit for its stated purpose, and as a result, consumers purchase the Product under misleading circumstances. The Product is sold pursuant to deceptive, misleading, unfair, and unlawful trade practices, and its affirmative misrepresentations offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers. Accordingly, Plaintiffs seek class-wide injunctive relief to end Defendant's deceptive and misleading conduct.

JURISDICTION AND VENUE

10. Jurisdiction exists pursuant to *Florida Statute* § 48.193(1)(a)(1), because Defendant operates, conducts, engages in, and carries on its business in this state.

2. See, e.g., Leiva-Salinas, M., et al., "Methylchloroisothiazolinone/methylisothiazolinone and methylisothiazolinone allergies can be detected by 200 ppm of methylchloroisothiazolinone/methylisothiazolinone patch test concentration," 25(3) *Dermatitis* 130-4 (May-June 2014), available at <http://www.ncbi.nlm.nih.gov/pubmed/24819287>.

11. Venue exists pursuant to *Florida Statutes* §§ 47.011, 47.041, and 47.051, because Plaintiff Livingstone's causes of action accrued in this County. Defendant conducts business in Broward County, Florida, and the events, acts, misrepresentations, and/or omissions giving rise to Plaintiff Livingstone's causes of action occurred in this County. Substantial acts in furtherance of the alleged improper conduct, including the dissemination of false and misleading information regarding the nature, quality, and/or ingredients of Ivory Dish Detergent, and a failure to warn of the true nature of Ivory Dish Detergent, occurred within this District.

12. The value of the injunctive relief and corresponding costs to implement the appropriate label and/or ingredient changes exceeds the jurisdictional threshold of this Court, exclusive of costs and attorneys' fees.

13. Defendant P&G purposefully avails itself of the Florida consumer market, and distributes Ivory Dish Detergent to at least hundreds of locations within this County and thousands of retail locations throughout Florida, where consumers purchase Ivory Dish Detergent every day.

PARTIES

Individual and Representative Plaintiffs

14. Plaintiff Robert Livingstone is an individual consumer who, at all times material hereto, was a citizen of Broward County, Florida. Plaintiff purchased Ivory Dish Detergent during the Class Period numerous times from retail locations in Broward County.

15. Plaintiff Ricky Thompson is an individual consumer who, at all times material hereto, was a citizen of St. Johns County, Florida. Plaintiff purchased Ivory Dish Detergent numerous times during the Class Period from retail locations in St. Johns County.

16. Plaintiffs relied on P&G's untrue, misleading, and deceptive representations that Ivory Dish Detergent was "gentle" and "mild" and unqualifiedly safe for use as a dish washing soap product. P&G failed to warn about the presence of a known sensitizing agent and contact allergen. Had Plaintiffs known the truth that the statements upon which they relied were untrue, deceptive, and misleading, they would not have purchased Ivory Dish Detergent. Had Plaintiffs been warned that Ivory Dish Detergent contains the known contact allergen MI, they would not have purchased Ivory Dish Detergent.

17. Plaintiff Thompson, like up to 10% of the U.S. population, and perhaps more, is sensitized to MI. Although he now knows and understands that even the slightest exposure to MI will result in a serious allergic reaction, he did not know this at the time and could not have inquired due to the lack of warning of the presence of MI on the Product's label.

18. Likewise, Plaintiff Livingstone strives to purchase mild household cleaning products for himself and his family that do not contain known allergens or skin irritants. Although he now knows that the Product contains MI, he did not know this at the time of his purchases and had no reason to believe the Product contained a known irritant since it claimed to be "gentle on the skin" and did not warn of the presence of MI, or any other ingredient for that matter.

19. Plaintiffs would like to continue purchasing the Product in the future. However, as a result of Defendants' wrongful acts, Plaintiffs and other reasonable consumers can no longer rely on the truth and accuracy of Defendant's Products. Absent an injunctive order, Plaintiffs and other reasonable consumers are prevented from making a meaningful and informed choice, and are otherwise at continued risk of real and immediate threat of repeated injury, including purchasing deceptively labeled and packaged Products sold at inflated prices above their true market value. Plaintiffs are seeking an enforceable injunctive order preventing Defendant from

continuing to sell the Product's unless and until all Product's no longer contain MI. Because Defendant does not provide an ingredient list on the Product's label Plaintiffs and the Class have no way of knowing if the Products they purchase in the future contain MI despite claiming to be "gentle on the hands."

20. If Plaintiffs knew that Ivory Dish Detergent labels were truthful and not misleading, i.e., that the Product did not contain MI and therefore was safe for use as a dish washing soap and did not cause adverse reactions when it comes into contact with human skin, they would continue purchasing the Product in the future. At present, however, Plaintiffs cannot be confident that the labeling of Ivory Dish Detergent is, and will be, truthful and not misleading—neither for the large percentage of the population already sensitized to MI, nor for the remainder of the population that risks becoming sensitized by using a product like Ivory Dish Detergent.

Defendant

21. Defendant The Procter & Gamble Company is an Ohio corporation that maintains its headquarters in Cincinnati, Ohio.

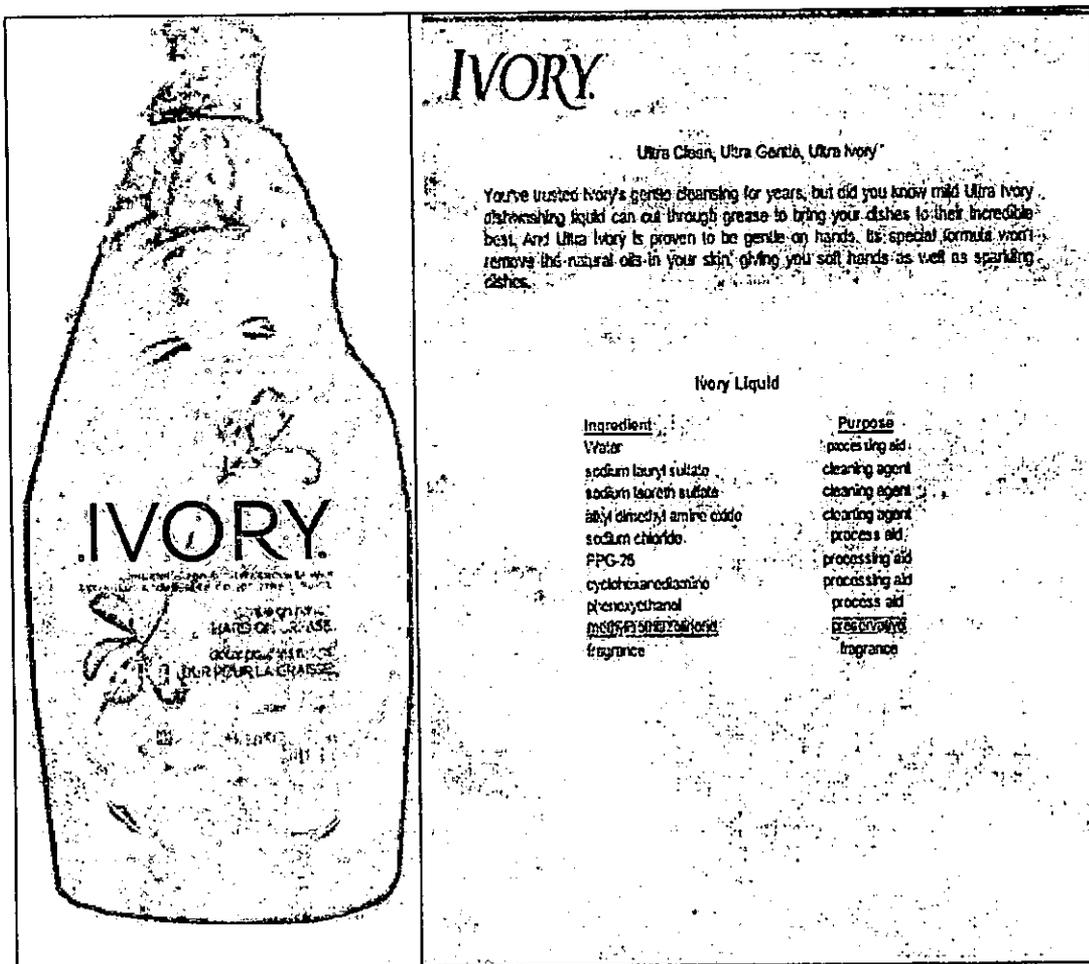
22. According to the packaging for Ivory Dish Detergent, the Product is made in the United States of America and distributed by P&G.

COMMON FACTUAL ALLEGATIONS

23. Defendant P&G markets Ivory Dish Detergent as a safe method of washing dishes and other kitchen utensils. For example, Defendant P&G represents that Ivory Dish Detergent is superior to other products on the market because it is "gentle on hands" and, therefore, use of the Product will result in little or no adverse effects on the skin.

24. Ivory Dish Detergent is sold in a variety of outlets, including Wal-Mart, Safeway, Target, and other grocery and drug stores.

25. The packaging for Ivory Dish Detergent represents that the Product will benefit consumers in a variety of ways. For example, the front of the packaging for Ivory Dish Detergent represents that the Product "gentle on hands" and "mild." A picture of the Product and a list of its ingredients (which is not included on the Product packaging) is depicted below:



26. Thus, Ivory Dish Detergent is marketed as providing consumers with a safe and

gentle method of washing dishes. These representations, however, are not true, because Ivory Dish Detergent is not a safe method of washing dishes when it comes in contact with hands.

27. In fact, P&G fails to warn consumers that Ivory Dish Detergent contains methylisothiazolinone (2-methyl-4- isothiazolin-3-one, or “MI”), a biocide used for controlling microbial growth in water-containing solutions.

28. MI is known to have allergenic and cytotoxic properties and has been associated with skin toxicity, immune system toxicity, and allergic reactions. Evidence also exists that it may be neurotoxic.

29. MI has been linked to what is called an “epidemic” of painful skin allergies, including rashes, blistering, swelling, redness, and hives. MI contact allergies are rising dramatically.³ The rapidly increasing rates of allergic reactions to MI resulted in the American Contact Dermatitis Society naming MI as the “allergen of the year” in 2013.⁴ Numerous studies from all over the world quantify the “epidemic” of allergic reactions to MI as being so serious as to occur, already, within up to 10% of exposed individuals, with that number increasing daily.

30. As a purchaser of MI for use in its products, Defendant knows that MI exposure causes allergic reactions. Ordinary consumers of Ivory Dish Detergent, by contrast, have no way of reasonably knowing the hazards associated with MI exposure.

31. Indeed, no consumer would reasonably expect a product intended for a use that comes into contact regularly with the skin to contain a chemical preservative known to cause

3. See, e.g., Leiva-Salinas, *supra*, note 2.

4. American Contact Dermatitis Society, “History of Allergen of the Year,” <https://www.contactderm.org/i4a/pages/index.cfm?pageid=3467> (last visited Dec. 11, 2017).

severe allergic reactions and to sensitize them to a future allergic reaction.

32. The front of Ivory Dish Detergent's packaging, which makes a point of touting its "gentle on hands" attributes, fails to warn consumers that the Product contains MI; that MI is a known sensitizing agent and contact allergen; or that gloves should be worn to prevent the Product from contacting skin. Nowhere does the packaging reveal that the MI it contains is linked to severe allergic reactions and sensitization over time, or considered unsafe for prolonged contact with skin. Nor does the packaging include any warning whatsoever that contact with Ivory Dish Detergent may result in sensitization, allergic reaction, or contact dermatitis.

33. Defendant P&G misleads consumers by marketing Ivory Dish Detergent as "gentle on hands" and "mild" even though the Product at the same time contains a known sensitizing agent and contact allergen.

34. Therefore, Defendant P&G's unqualified representations that Ivory Dish Detergent is safe for use as a dish washing liquid that regularly comes into contact with consumers' skin are untrue, deceptive, and misleading.

35. Defendant P&G has engaged in additional unlawful conduct and breach of warranty by and through its failure to warn regarding the known hazards of exposure to the MI contained in Ivory Dish Detergent. Where, as here, a significant proportion of the population suffers from allergic reactions to a chemical contained in a consumer product, and all other consumers are vulnerable to becoming sensitized to MI through using a product, the manufacturer who represents that product as safe has a legal duty to warn regarding the allergic and sensitizing properties of that chemical. This is especially true where, as here, the consumer may have no other means of knowing that the use of the product may result in sensitization or serious reaction.

36. Defendant P&G's deceptive labeling allows it to charge a price premium as compared to products that are not mislabeled as safe when they are unsafe, and as compared to what consumers would be willing to pay for the product if it were not misrepresented.

37. Defendant P&G has profited enormously from untrue and misleading representations that Ivory Dish Detergent is safe for use as a dish washing liquid soap that regularly comes into contact with consumers' skin, as well as its failure to include warnings regarding sensitization and allergic reactions caused by the MI within Ivory Dish Detergent. The purpose of this action is to put an end to Defendant P&G's deceptive marketing of Ivory Dish Detergent, to provide consumers with warnings regarding the allergenic and sensitizing properties of the MI contained within Ivory Dish Detergent, and to recover relief for Defendant P&G's breach of warranty stemming from its untrue, deceptive, and misleading product claims.

CLASS ACTION ALLEGATIONS

38. Plaintiffs re-allege and incorporate by reference the allegations set forth in each of the preceding paragraphs of this Complaint.

39. This action is maintainable as a class action under *Florida Rules of Civil Procedure* 1.220(b)(1) and/or 1.220(b)(2), and in the alternative, 1.220(b)(3).

40. The prerequisites set forth in *Florida Rule of Civil Procedure* 1.220(a) have been met in order to maintain this matter as a class action because "(1) the members of the class are so numerous that separate joinder of each member is impracticable, (2) the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class, (3) the claim or defense of the representative party is typical of the claim or defense of each member of the class, and (4) the representative party

can fairly and adequately protect and represent the interests of each member of the class.” FLA. R. CIV. PRO. 1.220(a).

41. This matter is appropriate for a class action pursuant to *Florida Rule of Civil Procedure* 1.220(b)(1), because “the prosecution of separate claims or defenses by or against individual members of the class would create a risk of either: (A) inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class; or (B) adjudications concerning individual members of the class which would, as a practical matter, be dispositive of the interests of other members of the class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the class who are not parties to the adjudications to protect their interests.”

42. A class action is also appropriate pursuant to *Florida Rule of Civil Procedure* 1.220(b)(2), which states: “the party opposing the class has acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate.”

43. In the alternative, a class action is proper pursuant to *Florida Rule of Civil Procedure* 1.220(b)(3), because “the claim or defense is not maintainable under either subdivision (b)(1) or (b)(2), but the questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy. The conclusions shall be derived from consideration of all relevant facts and circumstances, including (A) the respective interests of each member of the class in individually controlling the prosecution

of separate claims or defenses, (B) the nature and extent of any pending litigation to which any member of the class is a party and in which any question of law or fact controverted in the subject action is to be adjudicated, (C) the desirability or undesirability of concentrating the litigation in the forum where the subject action is instituted, and (D) the difficulties likely to be encountered in the management of the claim or defense on behalf of a class.”

44. The class definition(s) may depend on the information obtained throughout discovery. Notwithstanding, at this time, Plaintiffs bring this class action and seeks certification of the claims and certain issues in this action on behalf of a class of individuals (the “Class”) defined as:

All persons who have purchased the Product in the State of Florida, for personal or household use, and not for resale, during any applicable statute of limitations preceding the filing of this Complaint through and until Notice is provided to the Florida.

45. Excluded from the Class are (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; and (2) the judge to whom this case is assigned and the judge’s staff.

46. Plaintiffs reserve the right to amend the Class definitions if further information and discovery indicates that the Class definition should be narrowed, expanded or otherwise modified, including but not limited to, the creation of sub-classes.

47. All members of the Class were and are similarly affected by the deceptive advertising of the Product, and the relief sought herein is for the benefit of Plaintiffs and members of the Class.

48. Plaintiffs are unaware of any difficulties in managing this case that should preclude class action, and the requirements for maintaining a class action are met.

A. Numerosity

49. Based on the annual sales of the Product and the popularity of the Product, the number of consumers in the Class is so large as to make joinder impracticable, if not impossible. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

B. Common Questions of Law and Fact Predominate

50. There is a well-defined community in the questions of law and fact involved in this case. Questions of law and fact common to Plaintiffs and members of the Class that predominate over questions affecting only individual members, include:

- a. Whether Defendant P&G negligently misrepresented the attributes and/or qualities of Ivory Dish Detergent;
- b. Whether Defendant's practices and representations related to the marketing, labeling and sales of the Products in Florida were unfair, deceptive, fraudulent, and/or unlawful in any respect, thereby violating Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Fla. Stat. §§ 501.201, *et seq.*
- c. Whether Defendant P&G negligently failed to warn about the presence of a known sensitizing agent and contact allergen in Ivory Dish Detergent;
- d. Whether Defendant P&G breached a warranty made upon Ivory Dish Detergent;
- e. Whether Defendant P&G's actions economically injured the Class members; and
- f. Whether Plaintiffs and the Class are entitled to injunctive relief.

51. Moreover, because the damages suffered by individual members of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or

impossible for individual members to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

C. Typicality

52. The claims asserted by Plaintiffs in this action are typical of the claims of the members of the Class, as the claims arise from the same course of conduct by Defendant, and the relief sought within the Class is common to the members of the Class. Further, there are no defenses available to Defendant P&G that are unique to Plaintiffs.

D. Adequacy

53. Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs have retained counsel competent and experienced in both consumer protection and class action litigation. Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the interests of the Class. Undersigned counsel has represented consumers in a wide variety of actions where they have sought to protect consumers from fraudulent and deceptive practices. Plaintiffs have no interests that are adverse to those of the Class.

CLAIMS FOR RELIEF

COUNT I:

VIOLATIONS OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

54. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1-53 above, as if fully set forth herein verbatim.

55. This cause of action is brought pursuant to the FDUTPA, Sections 501.201 to 201.213, *Florida Statutes*. The express purpose of the FDUTPA is to "protect the consuming

public . . . from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” FDUTPA § 501.202(2).

56. The sale of the Product at issue in this case constituted a “consumer transaction” within the scope of FDUTPA, Sections 501.201 to 201.213, *Florida Statutes*.

57. Section 501.204(1), *Florida Statutes* declares as unlawful “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

58. Section 501.204(2), *Florida Statutes* states that “due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a)(1) of the Trade Commission Act.” Defendant P&G’s unfair and deceptive practices are likely to mislead—and have misled—the consumer acting reasonably under the circumstances and, therefore, violate Section 500.04, *Florida Statutes* and 21 C.F.R. § 740.1.

59. Defendant P&G has violated the FDUTPA by engaging in the unfair and deceptive practices described above, which offend public policies and are immoral, unethical, unscrupulous, and substantially injurious to consumers. Specifically, Defendant P&G has misrepresented the true nature of the Product and failed adequately to warn of the presence and effect of MI in Ivory Dish Detergent, thereby disseminating representations or omissions that are false, deceptive, and likely to mislead a reasonable consumer, such as Plaintiffs and members of the Class.

60. Simply put, Defendant P&G misrepresented and/or omitted facts about the nature of Ivory Dish Detergent, which were and are material to the decisions of Plaintiffs and the Class members to purchase Ivory Dish Detergent.

61. Defendant P&G's sale of Ivory Dish Detergent, as formulated and labeled, is an unfair method of competition, unconscionable act and practice, and an unfair and deceptive act and practice in the conduct of its business.

62. As a result of Defendant P&G's deceptive and unfair acts, Plaintiffs and the members of the Class have been damaged in the amount of the aggregate retail sales of Ivory Dish Detergent throughout the Class Period.

63. Defendant P&G's conduct offends established public policy, and is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

64. Defendant P&G should be ordered to cease and/or continue ceasing its deceptive and unfair advertising, and should be made to engage in a corrective advertising campaign, to inform consumers of the true nature of Ivory Dish Detergent.

WHEREFORE, as more fully described in the Prayer for Relief below, Plaintiffs seek relief in the form of actual and compensatory economic damages, injunctive relief in the form of corrective advertising, equitable relief including restitution, pre- and post- judgment interest, reimbursement of costs, reasonable attorney's fees, and for any other relief that this Court deems just and proper.

COUNT II:
NEGLIGENT MISREPRESENTATION

65. Plaintiffs re-allege and incorporate by reference the allegations set forth paragraphs 1-53 above, as if fully set forth herein verbatim.

66. Throughout the Class Period, Defendant P&G made incorrect representations and/or omissions of fact regarding the Product.

67. Defendant P&G advertised, labeled, packaged, marketed, distributed, and sold Ivory Dish Detergent without adequately warning Plaintiffs and members of the Class that Ivory

Dish Detergent contains a known sensitizing agent and contact allergen. Further, Defendant P&G represents that Ivory Dish Detergent is safe to use and "gentle."

68. Defendant P&G was negligent in making the misrepresentations and/or omissions at issue because it knew, or should have known, that Ivory Dish Detergent contains MI, a sensitizing agent and contact allergen.

69. Plaintiffs and members of the Class relied on Defendant P&G's misrepresentations and/or omissions in purchasing Ivory Dish Detergent.

70. The factual misrepresentations and/or omissions committed by Defendant P&G contributed to the decision of Plaintiffs and other members of the Class to purchase Ivory Dish Detergent.

71. Plaintiffs and other members of the Class relied upon the incorrect representations and/or omissions made about Ivory Dish Detergent to their detriment, in that they paid the purchase price for the Product based upon the incorrect representations and/or omissions. Had Plaintiffs and other members of the Class known the truth about Ivory Dish Detergent, they would not have purchased Ivory Dish Detergent, would have paid less for Ivory Dish Detergent, or would have purchased less Ivory Dish Detergent.

WHEREFORE, as more fully described in the Prayer for Relief below, Plaintiffs seek relief in the form of actual and compensatory economic damages, injunctive relief in the form of corrective advertising, equitable relief including restitution, pre- and post- judgment interest, reimbursement of costs, reasonable attorneys' fees, and for any other relief that this Court deems just and proper.

COUNT III:

BREACH OF WARRANTY

72. Plaintiffs re-allege and incorporate by reference the allegations set forth in paragraphs 1-53 above, as if fully set forth herein verbatim.

73. Defendant P&G's representations that Ivory Dish Detergent is "gentle" constitute affirmations of fact made with regard to Ivory Dish Detergent as well as descriptions of Ivory Dish Detergent.

74. Defendant P&G's representations that Ivory Dish Detergent is "gentle" are made on Ivory Dish Detergent's labels, Defendant P&G's website promoting its products, and advertising and promotions for Ivory Dish Detergent, and are thus part of the bargain between Defendant P&G and purchasers of Ivory Dish Detergent.

75. As set forth in the paragraphs above, Defendant P&G's statements concerning Ivory Dish Detergent have been false.

76. All conditions precedent to Defendant P&G's liability under the above-referenced contract have been performed by Plaintiffs and the other Class members.

77. Defendant P&G breached its express warranties about Ivory Dish Detergent because, as alleged above, Ivory Dish Detergent is not gentle.

78. As a result of Defendant P&G's breaches of warranty, Plaintiffs and the other members of the Class were damaged, in amounts to be proven at trial.

79. Within a reasonable time after they knew or should have known of such breach, Plaintiffs, on behalf of themselves and the other members of the Class, placed Defendant P&G on notice thereof.

WHEREFORE, as more fully described in the Prayer for Relief below, Plaintiffs seek relief in the form of actual and compensatory economic damages, injunctive relief in the form of

corrective advertising, equitable relief including restitution, pre- and post-judgment interest, reimbursement of costs, reasonable attorney's fees, and for any other relief that this Court deems just and proper.

JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for relief as follows:

- A. For an order certifying that this action is properly brought and may be maintained as a class action, that Plaintiffs be appointed representative of the Class, and that Plaintiffs' counsel be appointed counsel for the Class;
- B. For class-wide declaratory relief in the form an order declaring Defendant's conduct to be in violation of FDUTPA and injunctive relief in the form of an enjoining Defendant from pursuing the unlawful acts and practices alleged herein by adequately disclosing the presence and properties of MI in Ivory Dish Detergent;
- C. For an order requiring Defendant to pay full restitution to Plaintiffs;
- D. For an award of actual damages in an amount to be determined at trial;
- E. For an order awarding reasonable attorneys' fees and the costs;
- F. For an award of pre- and post-judgment interest on any amounts awarded; and
- G. For such other and further relief as may be deemed just, necessary or proper.

DATED: December 11, 2017

Respectfully Submitted,

By: /s/ Joshua Eggnatz
Joshua H. Eggnatz, Esq. (Fla. Bar. No.: 0067926)
JEggnatz@JusticeEarned.com
Michael J. Pascucci, Esq. (Fla. Bar No.: 83397)
MPascucci@JusticeEarned.com
Steven Saul, Esq (Fla. Bar. No.: 1002827)
SSaul@JusticeEarned.com
EGGNATZ | PASCUCCI
5400 S. University Drive, Suite 417
Davie, FL 33328
Tel: (954) 889-3359
Fax: (954) 889-5913

RICHMAN LAW GROUP

Kim E. Richman, Pro Hac Vice forthcoming
81 Prospect Street
Brooklyn, NY 11201
Telephone: (212) 687-8291
Facsimile: (212) 687-8292
krichman@richmanlawgroup.com

Trial Counsel for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 18, 2018, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those parties who are not authorized to receive Notices of Filing electronically.

/s/ Andrew R. Kruppa
Andrew R. Kruppa