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8 Attorneys for Plaintiff, MONICA MARTINEZ
9 and the Proposed Class

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

12 MONICA MARTINEZ, an individual on
13 behalf of herself and all others similarly
14 situated,

Case No.

CLASS ACTION COMPLAINT

15 **PLAINTIFF**

16
17
18 v.

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20
21 PURACY LLC; and DOES 1 through 25,
22 inclusive.

JURY TRIAL DEMANDED

23
24 **DEFENDANT.**

1 COMES NOW PLAINTIFF, MONICA MARTINEZ, WHO HEREBY
2 ALLEGES THE FOLLOWING:

3 Plaintiff, MONICA MARTINEZ (“Plaintiff”) brings this action on behalf of
4 herself and all others similarly situated against DEFENDANT, PURACY LLC.

5 The allegations in this Complaint, other than those with respect to Plaintiff,
6 MONICA MARTINEZ, are stated on information and belief, have evidentiary support
7 or are likely to have evidentiary support after a reasonable opportunity for further
8 investigation and discovery.

9 **NATURE OF ACTION**

10 1. Plaintiff, MONICA MARTINEZ (“Plaintiff”) files this class action lawsuit
11 on behalf of herself and all similarly situated persons, who purchased “Puracy” products
12 (“Products”) branded by PURACY LLC, shall be commonly known as “DEFENDANT”.

13 2. Plaintiff brings this action on behalf of herself and a California and
14 Nationwide proposed class of purchasers of DEFENDANT for violations of California
15 Consumer Legal Remedies Act, California False Advertising Law, breach of express
16 warranty, unjust enrichment, fraud, negligent misrepresentation, and California Unfair
17 Competition Law. Plaintiff and class members purchased DEFENDANT’S Products
18 relying on such advertising, labeling, and statements: “Natural”

19 **PARTIES**

20 3. Plaintiff, MONICA MARTINEZ (“Plaintiff”), is a citizen of California,
21 who resides in the County of Los Angeles County.

22 4. Plaintiff altered her position in an amount equal to the amount she paid for
23 DEFENDANT’S Products.

1 5. DEFENDANT, PURACY LLC is a Texas limited company with its
2 principal place of business at its principal place of business at 1504 Canyon Edge Drive,
3 Austin, Texas 78733.

4 6. DEFENDANT' Products contain false and misleading claims that are the
5 subject of the instant lawsuit. DEFENDANT is the owner, manufacturer, packager,
6 and/or a distributor of the Products, and is the company that created and/or authorized the
7 false, misleading, and deceptive advertisements and/or packaging and labeling for the
8 Products that claim it is natural or contains natural ingredients.

9 7. That the true names and capacities, whether individual, corporate, associate
10 or otherwise of each of the DEFENDANT designated herein as a DOE are unknown to
11 Plaintiff at this time, who therefore, sue said DEFENDANT by fictitious names, and will
12 ask leave of this Court for permission to amend this Complaint to show their names and
13 capacities when the same have been ascertained. Plaintiff is informed and believes and
14 thereon alleges that each of the DEFENDANT designated as a DOE is legally
15 responsible in some manner for the events and happenings herein referred to, and caused
16 injuries and damages thereby to these Plaintiffs as alleged herein. On information and
17 belief, Plaintiff alleges that at all times herein mentioned, each of the DEFENDANT was
18 acting as the agent, servant or employee of the other DEFENDANT and that during the
19 times and places of the incident in question, DEFENDANT and each of their agents,
20 servants, and employees became liable to Plaintiff and class members for the reasons
21 described in the complaint herein, and thereby proximately caused Plaintiff to sustain
22 damages as set forth herein. On information and belief, Plaintiff alleges that
23 DEFENDANT carried out a joint scheme with a common business plan and policies in
24 all respects pertinent hereto and that all acts and omissions herein complained of were
25 performed in knowing cooperation with each other.

1 8. On information and belief, Plaintiff alleges that the shareholders, executive
2 officers, managers, and supervisors of the DEFENDANT directed, authorized, ratified
3 and/or participated in the actions, omissions and other conduct that gives rise to the
4 claims asserted herein. DEFENDANT'S officers, directors, and high-level employees
5 caused DEFENDANT'S Products to be sold with knowledge or reckless disregard that
6 the statements and representations concerning DEFENDANT Products were false and
7 misleading.

8 9. Plaintiff is informed and believes, and thereon alleges, that each of said
9 DEFENDANT is in some manner intentionally, negligently, or otherwise responsible for
10 the acts, omissions, occurrences, and transactions alleged herein.

11 **JURISDICTION AND VENUE**

12 10. This Court has subject matter jurisdiction according to 28 U.S.C. § 1332(d),
13 because this case is a class action where the aggregate claims of all members of the
14 proposed class are in excess of \$5,000,000.00, exclusive of interest and costs and most
15 members of the proposed class are citizens of states different from DEFENDANT. This
16 Court also has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §
17 1367.

18 11. Pursuant to 28 U.S.C. §1391(a), venue is proper. Plaintiff is a citizen of Los
19 Angeles County, California. This Court has personal jurisdiction over DEFENDANT
20 because DEFENDANT conduct business in California and otherwise intentionally avail
21 themselves of the markets in California to render the exercise of jurisdiction by this Court
22 proper. DEFENDANT has marketed, promoted, distributed, and sold the products in
23 California and in this District where Plaintiff purchased DEFENDANT'S Products.

24 **FACTUAL BACKGROUND**

25 12. Plaintiff, MONICA MARTINEZ has purchased each of the Products (as
26

1 herein defined below) from 2015 to 2018 in Los Angeles County from various retail
2 stores and online.

3 13. DEFENDANT promotes the brand “Puracy” which is brand of skin care,
4 cosmetic, and in-home care product line sold in retail stores throughout the United States.
5 DEFENDANT manufactures several products that are promoted as “natural”, but contain
6 synthetic and/or artificial ingredients. DEFENDANT falsely promotes, advertises, and
7 markets various skin, cosmetic, and in-home care products as “natural” – leading
8 consumer to believe that the products contain no synthetic or artificial ingredients.
9 Instead, the Products contain such synthetics and/or artificial ingredients such as
10 Ehtylhexylglycerin, Caprylyl Glycol, Propanediol, Benzisothiazolinone, Cocamidopropyl
11 Hydroxysultaine, Sodium Lauroamphoacetate, Sodium Cocoyl Isethionate, Sodium
12 Methyl Cocoyl Laurate, and other synthetic and/or artificial ingredients. In or about
13 April 2016, the Federal Trade Commission (“FTC”) filed complaints against
14 manufacturers for representing that their products were “natural” when they contained
15 synthetic and/or artificial ingredients. Four companies agreed to cease marketing the
16 products in question as being “natural.”¹

17 14. DEFENDANT manufactures, produces, and markets various skin, cosmetic,
18 and in-home care Products that are sold throughout the United States as “natural” when
19 the Products are not. Plaintiff claims that the Products that are the subject of this action
20 are DEFENDANT’ Products, which are synthetic and/or artificial.

21 15. Examples of the line of Products that are the subject of this lawsuit with a
22 corresponding list of unnatural (synthetic and/or artificial) ingredients include:
23

24 ¹ [https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-](https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care)
25 [falselypromotingtheir-personal-care](https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care)

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a) List of Products:

- Natural Body Wash
- Natural Shampoo
- Natural Hair Conditioner
- Natural Hand Soap
- Natural Dish Soap
- Natural Baby Shampoo & Body Wash
- Natural Stain Remover
- Natural Conditioner
- Natural Liquid Hand Soap Refill
- Natural Carpet & Upholstery Shampoo
- Natural Laundry Detergent
- Natural Multicleaner
- Natural Liquid Hand Soap

(hereinafter referred to as the “Products”)

b) Synthetic/Artificial Ingredients, include, but are not limited to:

- a)** Ehtylhexylglycerin;
- b)** Caprylyl Glycol;
- c)** Propanediol, Benzisothiazolinone;
- d)** Cocamidopropyl Hydroxysultaine;
- e)** Sodium Lauroamphoacetate;
- f)** Sodium Cocoyl Isethionate; and
- g)** Sodium Methyl Cocoyl Laurate

1 16. DEFENDANT prominently displays “Natural” on the face of its Products.
2 DEFENDANT enhances its statement by prominently displaying leaves that promotes
3 that it is natural and statements that it is “natural”, “naturally derived”, etc. Throughout
4 all of its advertising Plaintiff understood these representations to mean that Products did
5 not contain synthetic and/or artificial chemicals. Plaintiff purchased the Products at a
6 substantial price premium, and would not have bought the product had she known that
7 the labeling she relied on was false, misleading, deceptive and unfair. Plaintiff would
8 purchase the Products again in the future if Defendant changed the composition of the
9 Products so that they conformed to their “natural” labeling and marketing.

10 17. The phrase “Natural” is a representation made by DEFENDANT in
11 advertising the Products to consumers, including Plaintiff that reasonable consumers
12 believe contain only natural ingredients.

13 18. DEFENDANT knew that Plaintiff and consumers would/will pay more for a
14 product labeled “Natural” and intended to deceive Plaintiff and putative class members
15 by labeling the Products as purportedly natural products. The phrases “Natural” are
16 misleading to a reasonable consumer, because the Products actually contain artificial and
17 synthetic ingredients. Plaintiff wants to purchase Defendants’ “natural” products in the
18 future because he believes that natural products are safer and better for his skin. Plaintiff
19 regularly visits stores where Defendants’ products have been sold. However, she is not
20 familiar with all ingredients that cosmetic companies may use in their products, and so he
21 cannot be certain that Defendants’ “natural” representations are true if he sees the
22 products on the store shelves. Moreover, the fact that Plaintiff now knows that
23 ethylhexylglycerin and the other challenged ingredients are synthetic does not mean that
24 he can simply look at Defendants’ labeling to determine whether its natural labeling is
25 accurate. Companies sometimes substitute one artificial ingredient for another,
26

1 particularly when there is bad press about the ingredient. After the harmful effects of
2 ethylhexylglycerin were publicized, for example, some companies replaced it with other
3 synthetic ingredients.

4 19. DEFENDANT’S Products contain artificial or synthetic ingredients. Each
5 of the DEFENDANT’S Products each contains synthetic/artificial ingredients as set forth
6 herein above.

7 **PRIVATE ATTORNEYS GENERAL ALLEGATIONS**

8 20. In addition to asserting class claims, Plaintiffs assert claims on behalf of
9 class members pursuant to *California Business & Professions Code § 17200, et seq.* The
10 purpose of such claims is to obtain injunctive orders regarding the false labeling,
11 deceptive marketing and consistent pattern and practice of falsely promoting
12 DEFENDANT’S Products as natural, which requires the disgorgement of all profits
13 and/or restoration of monies wrongfully obtained through DEFENDANT’S unfair and
14 deceptive business practices. This private attorneys general action is necessary and
15 appropriate because DEFENDANT have engaged in wrongful acts described herein as
16 part of the regular practice of their businesses.

17 **CLASS ACTION ALLEGATIONS**

18 21. Plaintiff brings this action on her own behalf and on behalf of all other
19 persons similarly situated pursuant to Federal Rule of Civil Procedure 23.

20 22. The following Classes that Plaintiff seeks to represent are:

- 21 a. All persons residing in the United States who purchased the Products for
22 personal, family, or household use and not for resale during the class period
23 (“Class”).
- 24 b. All persons residing in the State of California who purchased the Products
25 for personal, family, or household use and not for resale during the class
26 period (“Sub-Class”).

1
2 23. The Class comprises many thousands of persons throughout the United
3 States and California, the joinder of whom is impracticable, and the disposition of their
4 claims in a Class Action will benefit the parties and the Court. The Class is sufficiently
5 numerous because hundreds of thousands to millions of units of the Products have been
6 sold in the United States and State of California during the time period April 23, 2015,
7 through the present (the “Class Period”).

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

- 10 a. Numerosity: The members of the class are so numerous that any form of
11 joinder of all members would be unfeasible and impractical. On information
12 and belief, Plaintiff believes the Class and Sub-Class exceed thousands of
13 members.
- 14 b. Typicality: Plaintiff is qualified to and will fairly and adequately protect the
15 interests of each member of the class with whom they have a well-defined
16 community of interest and the claims (or defenses, if any), are typical of all
17 members of the class.
- 18 c. Adequacy: Plaintiff does not have a conflict with the class and is qualified to,
19 and will fairly and adequately protect the interests of each member of the class
20 with whom they have a well- defined community of interest and typicality of
21 claims, as alleged herein. Plaintiff acknowledges that they have an obligation
22 to the Court to make known any relationship, conflict, or differences with any
23 member. Plaintiffs’ attorneys and proposed class counsel are well versed in the
24 rules governing class action and complex litigation regarding discovery,
25 certification, and settlement.
- 26

1 d. Superiority: The nature of this action makes the use of class action adjudication
2 superior to other methods. Class action will achieve economies of time, effort,
3 and expense as compared with separate lawsuits, and will avoid inconsistent
4 outcomes because the same issues can be adjudicated in the same manner and at
5 the same time for the entire class.

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

- 9
- 10 a. Whether DEFENDANT' conduct is a fraudulent business act or practice within the
11 meaning of Business and Professions Code section 17200, *et seq.*;
 - 12 b. Whether DEFENDANT' advertising is untrue or misleading within the meaning of
13 Business and Professions Code section 17500, *et seq.*;
 - 14 c. Whether DEFENDANT made false and misleading representations in their
15 advertising and packaging of the Products;
 - 16 d. Whether DEFENDANT knew or should have known that the representations were
17 false;
 - 18 e. Whether DEFENDANT represented that the Products has characteristics, benefits,
19 uses, or quantities which the Products does not have;
 - 20 f. Whether DEFENDANT representations regarding the Products are false;
 - 21 g. Whether DEFENDANT warranted the Products;
 - 22 h. Whether DEFENDANT breached the express warranties it made on its Products;
 - 23 i. Whether DEFENDANT committed statutory and common law fraud in selling its
24 Products; and
 - 25 j. Whether DEFENDANT' conduct in selling its Products is an unlawful business act
26 or practice within the meaning of Business and Professions Code section 17200, *et*
seq.;

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

4 27. Plaintiff and the Class have suffered injury in fact and have lost money as a
5 result of DEFENDANT' false representations, statements, and advertising. Indeed,
6 Plaintiff purchased the Product based on DEFENDANT'S representations and statements
7 contained on its labeling. Plaintiff relied on DEFENDANT' packaging and/or website
8 and would not have purchased the Product if she had known that the Product did not have
9 the characteristics, ingredients, uses, benefits, or quantities as represented.
10

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

15 29. The trial and litigation of Plaintiff's claims are manageable. Individual
16 litigation of the legal and factual issues raised by DEFENDANT'S conduct would
17 increase delay and expense to all parties and the court system. The class action device
18 presents far fewer management difficulties and provides the benefits of a single, uniform
19 adjudication, economies of scale, and comprehensive supervision by a single court.
20

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

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

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

11 33. Were it not for this class action, most class members would find the cost
12 associated with litigating claims extremely prohibitive, which would result in no remedy.

13 34. This class action would serve to preserve judicial resources, the respective
14 parties' resources, and present fewer issues with the overall management of claims, while
15 at the same time ensuring a consistent result as to each class member.

16 **FIRST CAUSE OF ACTION**

17 (Injunctive Relief Only Subject to Amendment)

18 Consumers Legal Remedies Act, California Civil Code §§ 1750, et seq.

19 By Plaintiff and Proposed California Class against DEFENDANT

20 35. Plaintiff hereby incorporates by reference the allegations contained in all
21 preceding paragraphs of this complaint.

22 36. Plaintiff and Class are "consumers" as defined by Cal. Civ. Code § 1761(d)
23 and the Product is a "good" as defined by Cal.Civ.Code § 1761(a).

24 37. The California's Consumers Legal Remedies Act, Cal. Civ. Code §
25 1770(a)(5), expressly prohibits "representing that goods or services have sponsorship,
26 approval, characteristics, ingredients, uses, benefits, or quantities which they do not have

1 or that a person has a sponsorship, approval, status, affiliation, or connection which he or
2 she does not have.” California’s Consumers Legal Remedies Act, Cal. Civ. Code §
3 1770(a)(7), prohibits representing that goods or services are of a particular standard,
4 quality, or grade, or that goods are of a particular style or model, if they are of another.
5 And, California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(9),
6 expressly prohibits “[a]dvertising goods or services with intent not to sell them as
7 advertised”. DEFENDANT’S claims that the Products are ‘natural’ by making the
8 statements “Natural”, which are misleading since it contains artificial or synthetic
9 ingredients and therefore violates Cal. Civ. Code § 1770(a)(5), (7), and (9).

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

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

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

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

18 d. DEFENDANT’S acts and practices constitute representations that
19 DEFENDANT Products have been supplied in accordance with previous representations
20 when it has not.

21 39. Plaintiff and the proposed Sub-Class of California class members suffered
22 injuries caused by DEFENDANT because they would not have purchased
23 DEFENDANT’S Products if the true facts were known concerning its false and
24 misleading regarding its “natural” claims, statements and representations.
25
26

1 40. On or about April 12, 2018, prior to filing this action, a notice letter was
 2 served on DEFENDANT. Plaintiff served the letter on DEFENDANT advising
 3 DEFENDANT that it is in violation of the CLRA, demanding remedies for Plaintiff and
 4 class members pursuant to California Civil Code §1782(a).

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

8 **SECOND CAUSE OF ACTION**

9 Violation Of California Business & Professions Code §§17500, et seq.
 10 Plaintiff and Proposed California Class against DEFENDANT

11 42. Plaintiff hereby incorporates by reference the allegations contained in all
 12 preceding paragraphs of this complaint.

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

20 44. DEFENDANT committed acts of false advertising, as defined by §17500, by
 21 making claims that the Products are “natural”, which are misleading based on the fact it
 22 contains artificial or synthetic ingredients.

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

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

3 47. Plaintiff and the Proposed California Class lost money or property as a result
4 of DEFENDANT’ false advertising violations, because Plaintiff and Proposed California
5 Class would not have purchased DEFENDANT’ Products if the true facts were known
6 concerning its quality and contents.

7 48. Plaintiff and Proposed California Class paid a premium for DEFENDANT’S
8 Products due to their reliance on DEFENDANT’S good faith and reputation and upon
9 DEFENDANT’S promises and representations.

10 **THIRD CAUSE OF ACTION**

11 Breach of Express Warranty

12 By Plaintiff and Proposed Nationwide Class against DEFENDANT

13 49. Plaintiff hereby incorporates by reference the allegations contained in all
14 preceding paragraphs of this complaint.

15 50. Plaintiff brings this claim individually and on behalf of the proposed Class
16 against DEFENDANT.

17 51. DEFENDANT, as the designer, manufacturer, marketer, distributor, and/or
18 seller, made express statements or representations of fact or promise concerning the
19 Products. These representations, promises were part of the basis of the bargain, wherein
20 Plaintiff and other Class members purchased the DEFENDANT’S Products in reasonable
21 reliance on those statements or representations.

22 52. DEFENDANT’ Products is not fit for such purposes because each of the
23 express warranties that the Products are “Natural”.

24 53. DEFENDANT’S breach of express warranty is the direct and proximate
25 cause of Plaintiff and Proposed Nationwide Class members that have been injured and
26 harmed because they would not have purchased DEFENDANT Products on the same

1 terms if the true facts were known concerning its ‘natural’ claims regarding the Products
2 since it did not have the characteristics, ingredients, uses, benefits, or quantities as
3 promised.

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

6 **FOURTH CAUSE OF ACTION**

7 Violations of California Commercial Code § 2313

8 By Plaintiff and Proposed California Class against DEFENDANT

9 55. Plaintiff hereby incorporates by reference the allegations contained in all
10 preceding paragraphs of this complaint.

11 56. DEFENDANT made statements, representations, and affirmations of fact or
12 promises, or descriptions of goods carrying health and wellness claims regarding the
13 Products. Plaintiff and other Class members reasonably relied on DEFENDANT’S
14 statements and representations regarding the Product at the time of purchasing the
15 Products. California Commercial Code §2313(1).

16 57. DEFENDANT breached its express warranties by selling products and
17 goods that are not “natural” since the Products contain artificial or synthetic ingredients
18 as identified herein above.

19 58. DEFENDANT’S breached was the actual and proximate cause of the injury
20 to Plaintiff and Class members in the form of money that was paid in exchange for the
21 Products.

22 59. Plaintiff seeks damages on behalf of herself and other Class members as a
23 result of DEFENDANT’S breaches of express warranty.

24 **FIFTH CAUSE OF ACTION**

25 Fraud

26 Plaintiff and Proposed Nationwide Class against DEFENDANT

1 60. Plaintiff hereby incorporates by reference the allegations contained in all
2 preceding paragraphs of this complaint.

3 61. Plaintiff brings this claim individually and on behalf of the proposed Class
4 against DEFENDANT. PLAINTIFF purchased the Products that are the subject of this
5 complaint from 2015 to 2018 from retail stores located in Los Angeles County, and other
6 counties in California, including online. Prior to purchasing the Products, Plaintiff saw
7 and read the front of the product packaging, and relied on the representation and warranty
8 that the product would “Natural” on the face of its Products. Plaintiff understood these
9 representations to mean that Products did not contain synthetic or artificial chemicals.
10 Plaintiff purchased the Products at a substantial price premium, and would not have
11 bought the product had she known that the labeling she relied on was false, misleading,
12 deceptive and unfair. Plaintiff would purchase the Products again in the future if
13 Defendant changed the composition of the Products so that they conformed to their
14 “natural” labeling and marketing.

15 62. As discussed above, DEFENDANT provided Plaintiff and Class members
16 with false or misleading material information and failed to disclose material facts about
17 DEFENDANT’S Products.

18 63. DEFENDANT misrepresented the “natural” claims related to the Products.

19 64. Defendant made these misrepresentations and/or omissions with knowledge
20 of their falsehood.

21 65. The misrepresentations and/or omissions made by DEFENDANT, upon
22 which Plaintiff and Class members reasonably and justifiably relied, were intended to
23 induce and actually induced Plaintiff and Class members to purchase DEFENDANT’S
24 Products.

1 66. The fraudulent actions of DEFENDANT caused damage to Plaintiff and
2 Class members, who are entitled to damages, punitive damages, and other legal and
3 equitable relief as a result.
4

5 **SIXTH CAUSE OF ACTION**

6 Violation California Business & Professions Code §§ 17200, et seq.
7 By Plaintiff and Proposed California Class against DEFENDANT

8 67. Plaintiff hereby incorporates by reference the allegations contained in all
9 preceding paragraphs of this complaint.

10 68. Plaintiff brings this claim individually and on behalf of the proposed Sub-
11 Class against DEFENDANT. DEFENDANT is subject to California's Unfair
12 Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. The UCL provides, in
13 pertinent part: "Unfair competition shall mean and include unlawful, unfair or fraudulent
14 business practices and unfair, deceptive, untrue or misleading advertising"

15 69. Plaintiff and consumers have relied on DEFENDANT' representations,
16 statements, and claims concerning their Products that have resulted in injury to Plaintiff
17 and consumers that could have been resulted. Plaintiff and consumers would not have
18 purchased the Products and not been subject to losses incurred directly caused by
19 DEFENDANT and as a result of their untrue, misleading, and/or false statements,
20 representations, and/or claims.

21 70. DEFENDANT has/had knowledge that its "natural" claims are false or
22 misleading as a result the Products contains artificial or synthetic ingredients.

23 **Unlawful Acts and/or Practices**

24 71. A violation of any law also constitutes an unlawful business practice
25 pursuant to California Business and Professions Code §17200, et seq.

26 72. DEFENDANT violated the same Acts as a result of violating False

1 Advertising Law (“FAL”), California Business and Professions Code §§17500, et seq.,
2 The Consumers Legal Remedy Act (“CLRA”), Cal. Civ. Code §§1750, et seq., and
3 California Commercial Code §§2313 and 2314 (“CC”), as herein referenced in the
4 preceding First, Second, Third, and Fourth Causes of Action.

5 73. DEFENDANT’ conducts violates section 5 of the Federal Trade
6 Commission (“FTC”) Acts, 15 U.S.C. §45 (“FTC”), which prevents unfair methods of
7 competition and unfair and deceptive acts and/or practices affecting commerce. In the
8 same manner, DEFENDANT violated FAL and CLRA by representing the Products are
9 “Natural”, DEFENDANT have also violated section 5 of the Federal Trade Commission
10 (“FTC”) Acts, 15 U.S.C. §45 as a result of the fact the Products contain synthetic and
11 artificial ingredients.

12 74. DEFENDANT’ conduct also violates Cal. Health & Safety Code §111765
13 (“H&S”) which prohibits the sale of misbranded cosmetic items. The Products are
14 misbranded because DEFENDANT claim that the Products are “Natural” or “100%
15 naturally sourced sunscreens” when they contain synthetic and artificial ingredients.

16 75. As a result of violating FAL, CLRA, FTC, H&S and CC, DEFENDANT
17 have engaged in unlawful business acts or practices and therefore violated California
18 Business and Professions Code §17200, et seq.

19 Unfair Acts and/or Practices

20 76. DEFENDANT’ acts or practices are oppressive, unethical, immoral, unfair
21 conduct to consumers constitutes and violated established policies. DEFENDANT
22 representations and claims that the Products are “Natural” when they contain synthetic
23 and artificial ingredients are false and untrue.

24 77. DEFENDANT’s misrepresentations and other conduct, described herein,
25 violated the “unfair” prong of the UCL in that its conduct is substantially injurious to
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1 consumers, offends public policy, and is immoral, unethical, oppressive, and
2 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.
3 DEFENDANT’ conduct constitutes an unfair violation because DEFENDANT conduct is
4 unethical, unscrupulous, and injurious to consumers given the false and misleading
5 labeling. The harm is substantial given significant given false claims and representation
6 which caused harm to the Plaintiff and class members.

7 78. DEFENDANT have specific knowledge that its ‘natural’ related claims such
8 as “Natural” are false and misleading, but continued to market the DEFENDANT’
9 Products with the intent of making substantial profits.

10 79. DEFENDANT’ conduct is also unfair given the huge profits derived from
11 the sale of the DEFENDANT Products at the expense of consumers as a result of the
12 false and misleading advertising claims. DEFENDANT has engaged and continue to
13 engage in conduct that violates established policies of FAL, CLRA, Health & Safety
14 Code, Fraud, Commercial Code, which have allowed DEFENDANT gain an unfair
15 advantage over its competitors whose advertising and representations comply with the
16 law.

17 Fraudulent Acts and/or Practices

18 80. DEFENDANT violated the “fraudulent” prong of the UCL by making false
19 statements, untruths, and misrepresentations about health and wellness claims relating to
20 its Products, as described herein this complaint, which are likely to deceive reasonable
21 consumers and the public.

22 81. Plaintiff, the Class, and the Subclass lost money or property as a result of
23 DEFENDANT’S UCL violations because they would not have purchased
24 DEFENDANT’S Products or paid the premium price, if the true facts were known
25 concerning its false representations and claims.

1 82. DEFENDANT' business practices, as detailed above, are unethical,
2 oppressive and unscrupulous, and they violate fundamental policies of this state. Further,
3 any justification for DEFENDANT'S wrongful conduct is outweighed by the adverse
4 effects of such conduct.

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

12 84. Plaintiff, the Class, and the Sub-Class are entitled to restitution and
13 injunctive relief.

14
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
17 seeks judgment against DEFENDANT, as follows:

- 18 a. For an order certifying the nationwide Class and the Subclass under Rule 23 of the
19 Federal Rules of Civil Procedure
20 b. Plaintiff as the representative of the Class and Subclass and Plaintiff's attorneys as
21 Class Counsel to represent members of the Class and Subclass;
22 c. For an order declaring the DEFENDANT'S conduct violates the statutes and laws
23 referenced herein;
24 d. For an order finding in favor of Plaintiff, the nationwide Class, and the Subclass on
25 all counts asserted herein;
26

- 1 e. For compensatory and punitive damages in amounts to be determined by the Court
2 and/or jury;
- 3 f. For prejudgment interest on all amounts awarded;
- 4 g. For an order of restitution and all other forms of equitable monetary relief;
- 5 h. For injunctive relief as pleaded or as the Court may deem proper; and
- 6 i. For an order awarding Plaintiff, the Class, and the Subclass their reasonable
7 attorneys' fees and expenses and costs of suit.
- 8

9 **DEMAND FOR TRIAL BY JURY**

10 Plaintiff demands a trial by jury of all issues so triable.

11

12 Respectfully submitted,

13

14 Dated: April 23, 2018

NATHAN & ASSOCIATES, APC

16 By: /s/ Reuben D. Nathan
17 Reuben D. Nathan, Attorney for
18 Plaintiff, MONICA MARTINEZ

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