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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

MICHELLE THOMAS, on behalf of herself and  
all others similarly situated,  
  
Plaintiff,  
  
v.  
  
THE PROCTER & GAMBLE COMPANY,  
  
Defendant.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Michelle Thomas (“Plaintiff”), individually and on behalf of all others similarly  
2 situated, alleges the following against Defendant The Procter & Gamble Company (“P&G” or  
3 “Defendant”) on information and belief, except that Plaintiff’s allegations as to her own actions are  
4 based on personal knowledge.

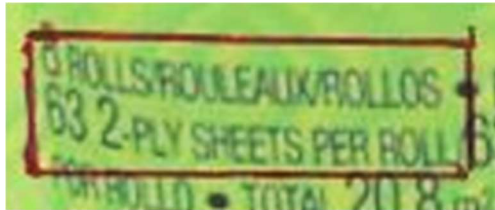
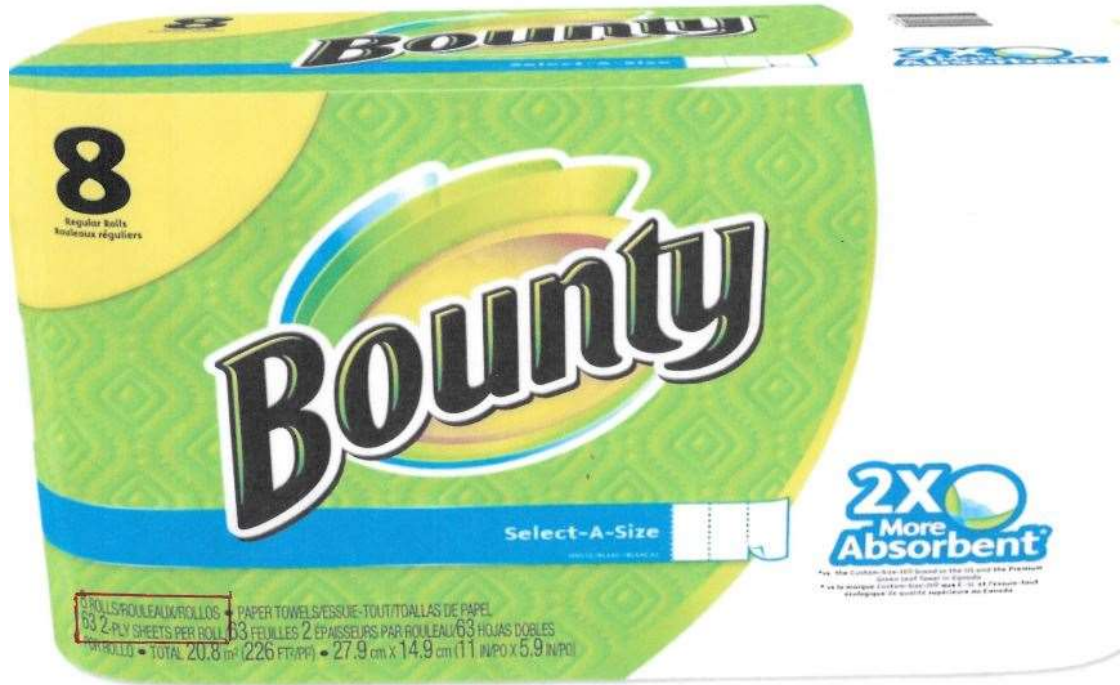
5 **NATURE OF THE ACTION**

6 1. This is a class action against P&G for failing to provide the number of paper towels  
7 promised to Plaintiff and other purchasers of multi-roll Bounty Select-A-Size paper towel packages.  
8 From 2018 through 2021, Defendant engaged in a uniform labeling and marketing campaign  
9 designed to convince consumers that its multi-roll Select-A-Size paper towels, including its Singles  
10 Plus Rolls and Super Rolls, amongst others (collectively, the “Products”), contain more paper towels  
11 than is the case. Specifically, for each of the Products, customers were informed that the package  
12 was equal to a number of “Regular Rolls.” For example, P&G’s Bounty Plus Select-A-Size Singles  
13 Plus is marketed as **“12 Singles Plus = 18 Regular Rolls.”** That information was set out in bold,  
14 highlighted in yellow, in the top left corner of the Product’s packaging. At the bottom of the  
15 packaging, P&G informed consumers that each Singles Plus Roll consisted of 83 sheets. That would  
16 mean that a package of 12 Singles Plus Rolls include 996 sheets of paper towels (*i.e.* 12 rolls x 83  
17 sheets = 996 sheets).





3. In fact, P&G sold Regular Rolls that consisted of 63 sheet per roll:



4. Accordingly, 18 Regular Rolls equaled 1,134 sheets (i.e. 18 rolls x 63 sheets = 1,134 sheets) not 996 sheets. That meant that consumers were getting only 87.8 percent of what they believed they were purchasing (i.e. 996 sheets ÷ 1,134 sheets = 87.8%). That equaled a shortage of 138 sheets or over two “Regular Rolls” of paper towels. P&G has similarly shorted customers on other multi-roll packages of Select-A-Size paper towel products during the class period.



1 Products do not in fact contain that amount of paper towels, then when presented with false or  
2 misleading information when shopping, she will be unable to make informed decisions about  
3 whether to purchase Defendant's Product and will be unable to evaluate the different prices between  
4 Defendant's Product and competitor's Products. Plaintiff is further likely to be repeatedly misled by  
5 Defendant's conduct, unless and until Defendant is compelled to ensure that Products marketed,  
6 labeled, packaged, and advertised as containing a certain number of sheets, do in fact contain that  
7 number of sheets.

8  
9 8. Defendant The Procter & Gamble Company is an Ohio corporation with its principal  
10 place of business located in Cincinnati, Ohio. P&G describes itself as "the world's largest consumer  
11 goods company[.]" Indeed, P&G reported fiscal year 2021 net sales of \$14.035 billion, an increase  
12 of nearly 10 percent versus the prior year.

13 9. Whenever reference is made in this Complaint to any representation, act, omission,  
14 or transaction of P&G, that allegation shall mean that P&G did the act, omission, or transaction  
15 through its officers, directors, employees, agents, and/or representatives while they were acting  
16 within the actual or ostensible scope of their authority.

17 **JURISDICTION AND VENUE**

18 10. This Court has subject matter jurisdiction over this action pursuant to the Class Action  
19 Fairness Act of 2005, Pub. L. No. 109-2 Stat. 4 ("CAFA"), which, *inter alia*, amends 28 U.S.C. §  
20 1332, at new subsection (d), conferring federal jurisdiction over class actions where, as here: (a)  
21 there are 100 or more members in the proposed classes; (b) some members of the proposed classes  
22 have a different citizenship from Defendant; and (c) the claims of the proposed class members exceed  
23 the sum or value of five million dollars (\$5,000,000) in aggregate. *See* 28 U.S.C. § 1332(d)(2) and  
24 (6).

25 11. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant transacts  
26 significant business within this District, Plaintiff resides within this District, and a substantial part of  
27 the events giving rise to Plaintiff's claims took place within this District.

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**FACTS COMMON TO ALL CAUSES OF ACTION**

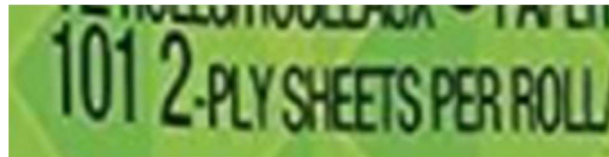
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2 12. P&G’s false and deceptive advertising, packaging, and labeling applied to each of  
3 the Product’s packages of multi-roll Select-A-Size paper towels, which are each substantially similar,  
4 consisting of a bright green base, a prominent yellow banner with bolded “Regular Roll”  
5 representations, each leading to an almost identical injury in which consumers received fewer paper  
6 towels then what they believed they were purchasing.

7 13. As discussed above, P&G’s Bounty Select-A-Size Singles Plus was packaged and  
8 labeled as “12 Rolls = 18 Regular Rolls.” That information was set out in bold, highlighted in yellow,  
9 and occupied a significant percentage of the Product’s packaging. At the bottom of the packaging,  
10 P&G informed consumers that each Singles Plus Roll consists of 83 sheets. That would mean that a  
11 package of 12 Singles Plus Rolls equaled 996 sheets (*i.e.* 12 rolls x 83 sheets = 996 sheets).

12 14. As P&G admitted on its website, however, a Regular Roll consisted of 63 sheets  
13 during the class period. Thus, 18 Regular Rolls included 1,134 sheets (*i.e.* 18 rolls x 63 sheets =  
14 1,134 sheets). That meant that consumers were getting only 87.8 percent of what they believed they  
15 were purchasing (*i.e.* 996 sheets ÷ 1,134 sheets = 87.8%). That equaled a shortage of 138 sheets or  
16 over two “Regular Rolls” of paper towels.

17 15. Similarly, during the class period, P&G manufactured and sold Bounty Select-A-Size  
18 Super Rolls package that was labeled as “12 Rolls = 22 Regular Rolls.” That information was set  
19 out in bold, highlighted in yellow, and occupied a significant percentage of the Product’s packaging.  
20 At the bottom of the packaging, P&G informed consumers that each Singles Plus Roll consists of  
21 101 sheets. That would mean that a package of 12 Bounty Select-A-Size Super Rolls equaled 1,212  
22 sheets (*i.e.* 12 rolls x 101 sheets = 1,212 sheets).

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16. As P&G admitted on its website, however, a Regular Roll consisted of 63 sheets during the class period. Thus, 22 Regular Rolls included 1,386 sheets (*i.e.* 22 rolls x 63 sheets = 1,386 sheets). That meant that consumers were getting only 87.4 percent of what they believed they were purchasing (*i.e.* 1,212 sheets ÷ 1,386 sheets = 87.4%). That equaled a shortage of 138 sheets or over two “Regular Rolls” of paper towels. P&G has also shorted customers on other similar Select-A-Size paper towel packages during the class period.

#### **CLASS ACTION ALLEGATIONS**

17. Plaintiff seeks to represent a class defined as all persons in the United States who purchased the Products (the “Class”) from 2018 through 2021. Excluded from the Class are persons who made such purchases for purpose of resale. Plaintiff reserves the right amend the above class definition as appropriate after further investigation and discovery, including by seeking to certify a narrower multi-state class (or classes) in lieu of a nationwide class if appropriate.



1           18. Plaintiff also seek to represent a Subclass of all Class Members who purchased the  
2 Products in California (the “Subclass”).

3           19. At this time, Plaintiff does not know the exact number of members of the Class;  
4 however, given the nature of the claims and the number of retail stores in the United States selling  
5 the Products, Plaintiff believes that the Class members are so numerous that joinder of all members  
6 is impracticable.

7           20. There is a well-defined community of interest in the questions of law and fact  
8 involved in this case. Questions of law and fact common to the members of the Class and Subclass  
9 that predominate over questions that may affect individual Class members include:

- 10           a. whether Defendant has shortchanged the number of paper towels in the Products;  
11           b. whether Defendant warranted that the Products contained a specific measurement for  
12 each size;  
13           c. whether Defendant breached these warranties;  
14           d. whether Defendant committed statutory and common law fraud by doing so;  
15           e. whether Defendant’s conduct was unethical, oppressive, unscrupulous, and/or  
16 substantially injurious to consumers;  
17           f. whether Defendant’s conduct was unfair and/or deceptive;  
18           g. whether Defendant was unjustly enriched as a result of the unlawful, fraudulent, and  
19 unfair conduct alleged in this Complaint such that it would be inequitable for  
20 Defendant to retain the benefits conferred upon Defendant by Plaintiff and the Class  
21 members;  
22           h. whether Plaintiff and the Class members sustained damages with respect to the  
23 common-law claims asserted, and if so, the proper measure of their damages.

24           21. Plaintiff’s claims are typical of those of the Class members because Plaintiff, like  
25 other Class members, purchased, in a typical consumer setting, the Products and Plaintiff sustained  
26 damages from Defendant’s wrongful conduct.

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1 22. Plaintiff will fairly and adequately protect the interests of the Class members and have  
2 retained counsel that is experienced in litigating complex class actions. Plaintiff has no interests  
3 which conflict with those of the Class or the Subclass.

4 23. A class action is superior to other available methods for the fair and efficient  
5 adjudication of this controversy.

6 24. The prerequisites to maintaining a class action for equitable relief are met as  
7 Defendant has acted or refused to act on grounds generally applicable to the Class and the Subclass,  
8 thereby making appropriate equitable relief with respect to the Class and the Subclass as a whole.

9 25. The prosecution of separate actions by members of the Class and the Subclass would  
10 create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for  
11 Defendant. Additionally, individual actions could be dispositive of the interests of the Class and the  
12 Subclass even where certain Class members are not parties to such actions.

13 **CAUSES OF ACTION**

14 **FIRST COUNT**

15 **Breach of Express Warranty**

16 26. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if  
17 fully stated herein.

18 27. Plaintiff brings this claim individually and on behalf of the Class and Subclass  
19 members.

20 28. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,  
21 expressly warranted that the Products contained a certain number of sheets of paper towels when they  
22 did not. For instance, Defendant asserted that 12 Singles Plus Rolls equaled 18 Regular Rolls when  
23 in fact they were short 138 sheets or two “Regular Rolls” of paper towels.

24 29. As a direct and proximate cause of Defendant’s breach of express warranty, Plaintiff  
25 and Class and Subclass members have been injured and harmed because: (a) they would not have  
26 purchased the Products on the same terms if the true facts were known concerning the Products’  
27 quantity; and (b) the Products did not have the characteristics, uses, benefits, or quantities as promised.

1 30. Plaintiff and the Class and Subclass members are entitled to equitable relief,  
2 restitution, and an order for the disgorgement of funds by which Defendant was unjustly enriched.

3 31. Plaintiff's counsel sent Defendant a letter apprising Defendant of its breach of  
4 warranties on or about July 21, 2021. Defendant failed to adequately address Plaintiff's concerns.  
5 This suit follows.

6 **SECOND COUNT**

7 **Violation of California's Consumers Legal Remedies Act**  
8 **California Civil Code §§ 1750, *et seq.***

9 32. Plaintiff incorporates by reference the allegations contained in all preceding  
10 paragraphs of this Complaint.

11 33. Plaintiff brings this claim individually and on behalf of the Subclass members.

12 34. California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), prohibits  
13 "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses,  
14 benefits, or quantities which they do not have or that a person has a sponsorship, approval, status,  
15 affiliation, or connection where he or she does not have."

16 35. California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(9), prohibits  
17 "[a]dvertising goods or services with intent not to sell them as advertised."

18 36. Defendant violated this provision by misrepresenting that the Products contained a  
19 certain number of sheets of paper towels when they did not.

20 37. Plaintiff and the Subclass members suffered injuries caused by Defendant because:  
21 (a) they would not have purchased the Products on the same terms if the true facts were known  
22 concerning the Products' quantity; and (b) Defendant's Products did not have the characteristics, uses,  
23 benefits, or quantities as promised.

24 38. On or about July 21, 2021, prior to filing this action, a CLRA notice letter was served  
25 on Defendant which complies with California Civil Code § 1782(a). Plaintiff's counsel sent  
26 Defendant a letter via certified mail, return receipt requested, advising Defendant that it is in violation  
27 of the CLRA and demanding that it cease and desist from such violations and make full restitution by  
28

1 refunding the monies received therefrom. This letter was sent on behalf of “all similarly situated  
2 purchasers of Bounty Select-A-Size Paper Towels.”

3 39. Wherefore, Plaintiff seeks damages and restitution for this violation of the CLRA.

4 **THIRD COUNT**

5 **Violation Of California’s Unfair Competition Law,  
6 California Business & Professions Code §§ 17200, *et seq.***

7 40. Plaintiff incorporates by reference the allegations contained in all preceding  
8 paragraphs of this Complaint.

9 41. Plaintiff brings this claim individually and on behalf of the Subclass against  
10 Defendant.

11 42. Defendant is subject to California’s Unfair Competition Law, Cal. Bus. & Prof. Code  
12 §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include  
13 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading  
14 advertising . . . .”

15 43. Defendant’s misrepresentations and other conduct, described herein, violated the  
16 “unlawful” prong of the UCL by violating the CLRA as described herein; California’s False  
17 Advertising Law as described herein; and Cal. Com. Code § 2607.

18 44. Defendant’s misrepresentations and other conduct, described herein, violated the  
19 “unfair” prong of the UCL in that its conduct is substantially injurious to consumers, offends public  
20 policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct  
21 outweighs any alleged benefits.

22 45. Defendant violated the “fraudulent” prong of the UCL by making misrepresentations  
23 about the Products, as described herein.

24 46. Plaintiff and the Subclass lost money or property as a result of Defendant’s UCL  
25 violations because: (a) they would not have purchased Defendant’s Products on the same terms if the  
26 true facts were known concerning the Products’ quantities; and (b) Defendant’s Products did not have  
27 the characteristics, uses, benefits, or quantities as promised.

1           47. As a result of Defendant's conduct, Plaintiff seeks restitution and disgorgement under  
2 California Business & Professions Code §17203.

3 **FOURTH COUNT**

4 **Violation of California's False Advertising Law,  
5 California Business & Professions Code §§ 17500, *et seq.***

6           48. Plaintiff incorporates by reference the allegations contained in all preceding  
7 paragraphs of this Complaint.

8           49. Plaintiff brings this claim individually and on behalf of the Subclass against  
9 Defendant.

10           50. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes  
11 it "unlawful for any person to make or disseminate or causes to be made or disseminated before the  
12 public in this state, . . . in any advertising device . . . or in any other matter or means whatever,  
13 including over the Internet, any statement, concerning . . . personal property or services, professional  
14 or otherwise, or performance or disposition thereof, which is untrue or misleading and which is  
15 known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

16           51. Defendant committed acts of false advertising, as defined by § 17500, by  
17 misrepresenting that the Products contained a certain number of sheets of paper towels when they did  
18 not.

19           52. Defendant knew or should have known, through the exercise of reasonable care that  
20 its representations about the Products were untrue and misleading.

21           53. Defendant's actions in violation of § 17500 were false and misleading such that the  
22 general public is and was likely to be deceived.

23           54. Plaintiff and the Subclass members lost money or property as a result of Defendant's  
24 FAL violations because: (a) they would not have purchased Defendant's Products on the same terms  
25 if the true facts were known concerning the Products' quantities; and (b) Defendant's Products did  
26 not have the characteristics, uses, benefits, or quantities as promised.

27           55. Accordingly, Plaintiff and the Subclass members seek all monetary and non-monetary  
28 relief allowed by law, including restitution of profits stemming from Defendant's unfair, unlawful,

1 and fraudulent business practices; reasonable attorneys' fees and costs under California Code of Civil  
2 Procedure § 1021.5; and other appropriate and equitable relief.

3 **FIFTH COUNT**

4 **Fraud**

5 56. Plaintiff incorporates by reference the allegations contained in all preceding  
6 paragraphs of this Complaint.

7 57. Plaintiff brings this claim individually on behalf of the Class and Subclass members  
8 against Defendant.

9 58. As discussed above, Defendant provided Plaintiff and Class members with false or  
10 misleading material information and failed to disclose material facts about the Products including  
11 misrepresenting that the Products contained a certain number of sheets of paper towels when they did  
12 not.

13 59. The misrepresentations and omissions made by Defendant, upon which Plaintiff and  
14 Class members reasonably and justifiably relied, were intended to induce and actually induced  
15 Plaintiff and the Class and Subclass members to purchase the Products.

16 60. The fraudulent actions of Defendant caused damage to Plaintiff and Class and  
17 Subclass members, who are entitled to damages and other legal and equitable relief as a result.

18 **SIXTH COUNT**

19 **Violation of the Magnuson-Moss Warranty Act,  
20 15 U.S.C. §§ 2301, *et seq.***

21 61. Plaintiff incorporates by reference the allegations contained in all preceding  
22 paragraphs of this Complaint.

23 62. Plaintiff brings this claim individually and on behalf of the Class and Subclass  
24 members against Defendant.

25 63. The Products are consumer products as defined in 15 U.S.C. § 2301(1).

26 64. Plaintiff and the Class and Subclass members are consumers as defined in 15 U.S.C.  
27 § 2301(3).

28 65. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).



1 76. Defendant sold Products that were not as advertised.

2 77. Plaintiff and the Class and Subclass members paid a price premium for the Products.

3 78. Thus, it is against equity and good conscience to permit Defendant to retain the ill-  
4 gotten benefits received from Plaintiff and the Class and Subclass members given that the Products  
5 were not as Defendant purported them to be.

6 79. It would be unjust and inequitable for Defendant to retain the benefit, warranting  
7 restitutionary disgorgement to Plaintiff and Class and Subclass members of the monies paid for the  
8 Products.

9 80. As a direct and proximate result of Defendant's actions, Plaintiff and Class members  
10 have suffered in an amount to be proven at trial.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and all members  
13 of the proposed classes the following relief against Defendant:

- 14 a. That the Court certify the Class and Subclass under Rule 23 of the Federal Rules of  
15 Civil Procedure and appoint Plaintiff as Class Representative and her attorneys as  
16 Class Counsel to represent the members of the Class and Subclass;
- 17 b. That the Court declare that Defendant's conduct violates the statutes referenced  
18 herein;
- 19 c. That the Court order Defendant to implement whatever measures are necessary to  
20 remedy the unlawful, unfair, or fraudulent business acts or practices, untrue and  
21 misleading advertising, and other violations of law described in this Complaint;
- 22 d. That the Court order Defendant to notify each and every individual and/or business  
23 who purchased the Products of the pendency of the claims in this action to give such  
24 individuals and businesses an opportunity to obtain restitution from Defendant;
- 25 e. That the Court grant Plaintiff's reasonable attorneys' fees and costs of suit pursuant  
26 to California Code of Civil Procedure §1021.5, California Civil Code §1780(d), the  
27 common fund doctrine, and/or any other appropriate legal theory; and  
28



1 f. That the Court grant such other and further relief as may be just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any  
4 and all issues in this action so triable of right.

5  
6 Dated: April 8, 2022

Respectfully submitted,

7 **BURSOR & FISHER, P.A.**

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

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