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Counsel for Plaintiff and the Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

12 Michael Charles individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 The Clorox Company,

17 Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Michael Charles (hereinafter “Plaintiff”), individually and on behalf of all others similarly situated, by his attorneys, alleges the following upon information and belief, except for those allegations pertaining to himself, which are based on personal knowledge:

NATURE OF THE ACTION

1. This action seeks to remedy the deceptive and misleading business practices of the Clorox Company (hereinafter “Defendant”) with respect to the manufacturing, marketing, and sale of Defendant’s Pine-Sol cleaning products (hereinafter the “Products”)¹ throughout the state of New York and throughout the country.

2. Defendant has improperly, deceptively, and misleadingly labeled and marketed its Products to reasonable consumers, like Plaintiff, by omitting and not disclosing to consumers on its packaging that using the Products may increase the risk of contracting invasive infections.

3. As described in further detail below, the Products contain *Pseudomonas aeruginosa*, which could lead to serious and life-threatening adverse health consequences.² The risk of serious infection from *Pseudomonas aeruginosa* is also particularly concerning for immunocompromised individuals that are highly susceptible to life threatening diseases and even death from *Pseudomonas aeruginosa* ingestion.³ This is egregious, especially because people are spreading this bacteria all over their homes by using a product that is supposed to clean their home.

¹ The Products include, but are not limited to, Pine-Sol Multi-Surface Cleaner Lavender Clean, 28oz, Pine-Sol Multi Surface Cleaner Lavender Clean 48oz, Pine-Sol Multi Surface Cleaner Lavender Clean 60oz, Pine-Sol Multi-Surface Cleaner Lemon Fresh 28oz, Pine-Sol Multi-Surface Cleaner Lemon Fresh 48oz, Pine-Sol Multi-Surface Cleaner Lemon Fresh 60oz, Pine-Sol Multi-Surface Cleaner Lemon Fresh 175oz, Pine-Sol Multi-Force Cleaner Lemon Fresh 100oz, Pine-Sol Multi-Surface Cleaner Lemon Fresh 2x 100oz, Pine-Sol Multi-Surface Cleaner Sparkling Wave ® 48oz, Clorox Professional Pine-Sol Lemon Fresh Cleaner 144oz, Clorox Pine-Sol Lavender Clean All Purposes Cleaner 144oz, CloroxPro Pine-Sol Lemon Fresh All Purpose Cleaner 144oz, CloroxPro Pine-Sol Orange Energy ® All Purposes Cleaner 144oz, CloroxPro Pine-Sol Sparkling Wave All Purpose Cleaner 144oz.

² *Pseudomonas aeruginosa* is a gram-negative bacterium that causes infections in the blood and lungs and is transmitted through inhalation and skin ingestion, *see*: <https://www.cdc.gov/hai/organisms/pseudomonas.html>; *see also* Minh Tam Tran Thi, et al., *Pseudomonas aeruginosa Biofilms*, Int. J. Mol. Sci., 2020 Nov; 21 (22): 8671, accessible at: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7698413/>.

1 4. Defendant specifically lists both the active and inactive ingredients of the Products on
2 the labeling; however, Defendant fails to disclose that the Products contain, or are at the risk of
3 containing, *Pseudomonas aeruginosa*. Additionally, Defendant claims that the Products “cuts through
4 grease and grime”, despite the Products containing, or are at risk of containing, dangerous bacteria.

5 5. A few representative examples of Defendant’s lack of disclosure on the Products are
6 depicted below:





1 6. *Pseudomonas aeruginosa* is recognized to be an incredibly dangerous and life-
2 threatening substance, specifically for immunocompromised individuals, and especially in the context
3 of inhalation and skin ingestion.⁴

4 7. Insofar as *Pseudomonas aeruginosa* made its way into Defendant's Products on
5 purpose, it should have been listed on the Products labeling. Insofar as it made its way into the
6 Products by accident, it follows that it was due to poor manufacturing processes by either Defendant
7 and/or their agents. Further evidencing this fact, Defendant has issued a recall for the Products.⁵

8 8. Consumers like the Plaintiff trust manufacturers such as Defendant to sell products that
9 are safe and free from harmful known substances, including *Pseudomonas aeruginosa*.

10 9. Plaintiff and those similarly situated (hereinafter "Class Members") certainly expect
11 that the cleaning products they purchase will not contain, or risk containing, any knowingly harmful
12 substances.

13 10. Unfortunately for consumers, like Plaintiff, the cleaning products they purchased
14 contain *Pseudomonas aeruginosa*.

15 11. Defendant is using a marketing and advertising campaign that omits from the
16 ingredients lists that the Products include *Pseudomonas aeruginosa*. This omission leads a reasonable
17 consumer to believe they are not purchasing a product with a known bacterium when in fact they are
18 purchasing a product contaminated with *Pseudomonas aeruginosa*.

19 12. Defendant's marketing and advertising campaign includes the one place that every
20 consumer looks when purchasing a product – the packaging and labels themselves. As such, a
21 reasonable consumer reviewing Defendant's labels reasonably believes that they are purchasing a
22 product that is safe to touch and does not contain any harmful bacterium. Indeed, consumers expect
23 the ingredient listing on the packaging and labels to accurately disclose the ingredients within the
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26 ⁴ See <https://www.blf.org.uk/support-for-you/pseudomonas>; see also <https://www.webmd.com/a-to-z-guides/pseudomonas-infection>.

27 ⁵ See <https://www.cpsc.gov/Recalls/2023/Clorox-Recalls-Pine-Sol-Scented-Multi-Surface-Cleaners-CloroxPro-Pine-Sol-All-Purpose-Cleaners-and-Clorox-ProfessionalTM-Pine-Sol-Lemon-Fresh-Cleaners-Due-to-Risk-of-Exposure-to-Bacteria-1>; see also <https://pinesolrecall.com/>.

1 Products. Thus, reasonable consumers would not think that the Products contain, or are at risk of
2 containing, *Pseudomonas aeruginosa*.

3 13. Defendant's advertising and marketing campaign is false, deceptive, and misleading
4 because the Products do contain, or risk containing, *Pseudomonas aeruginosa*, which is dangerous to
5 one's health, well-being, and even life.

6 14. Plaintiff and Class Members relied on Defendant's misrepresentations and omissions
7 of the safety of the Products when they purchased them.

8 15. Consequently, Plaintiff and Class Members lost the entire benefit of their bargain when
9 what they received was a cleaning product contaminated with a known bacterium that is harmful to
10 consumers health, and lives, which is even more so true for immunocompromised individuals.

11 16. That is because Defendant's Products containing, or at risk of containing, a known
12 dangerous substance have no value.

13 17. As set forth below, cleaning products that contain *Pseudomonas aeruginosa* are in no
14 way safe to use for cleaning and are entirely worthless.

15 18. Alternatively, Plaintiff and Class Members paid a price premium for the Products based
16 upon Defendant's false and misleading representations and omission on the Products' labels. Given
17 that Plaintiff and Class Members paid a premium for the Products, Plaintiff and Class Members
18 suffered an injury in the amount of the premium paid.

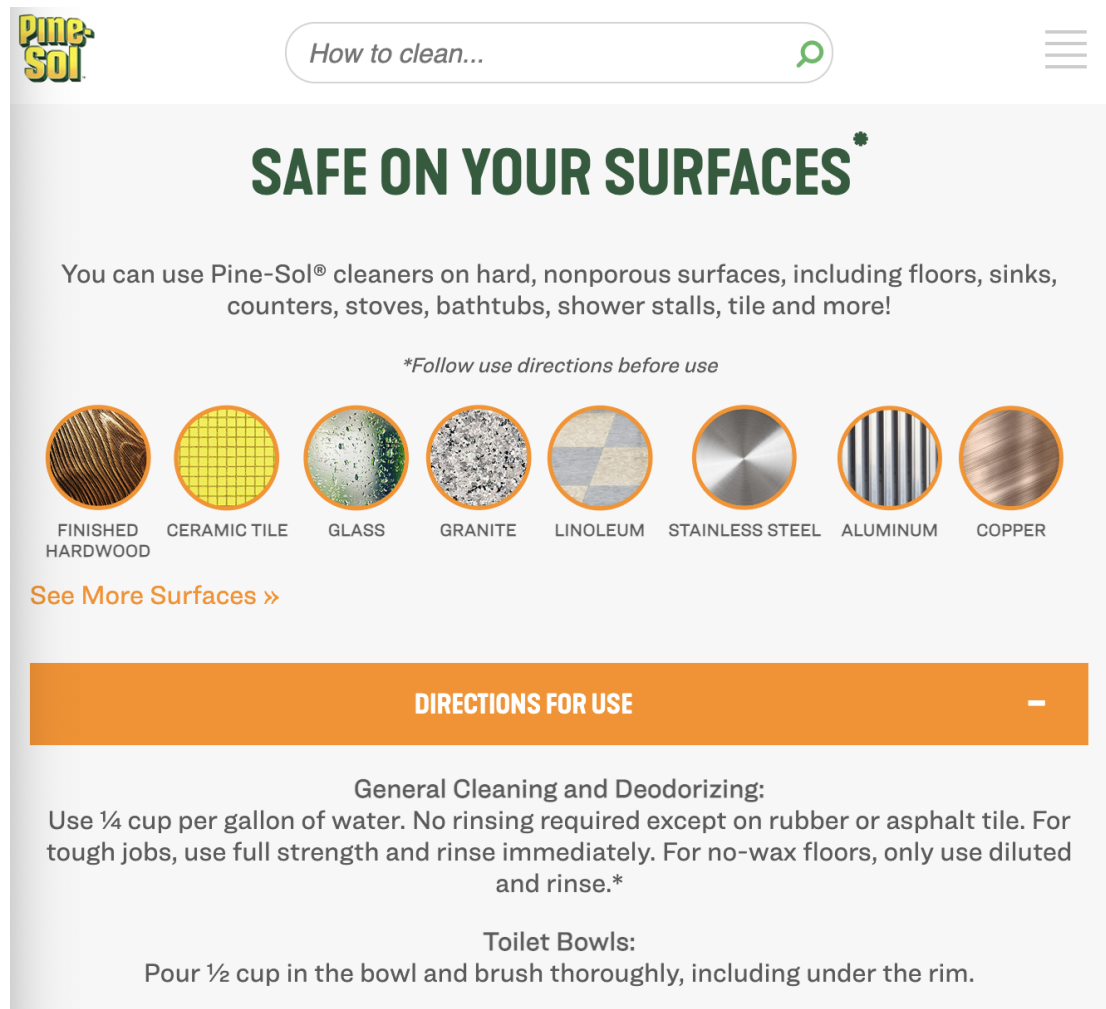
19 19. Accordingly, Defendant's conduct violated and continues to violate, *inter alia*, New
20 York General Business Law §§349 and 350, California's Consumer Legal Remedies Act, California
21 False Advertising Law, and California's Unfair Competition Law. Defendant also breached and
22 continues to breach its warranties regarding the Products.

23 20. Plaintiff brings this action against Defendant on behalf of himself and Class Members
24 who purchased the Products during the applicable statute of limitations period (the "Class Period").
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FACTUAL BACKGROUND

21. Defendant manufactures, markets, advertises, and sells cleaning products to clean surfaces in the home. Specifically, the Products are used to clean the toughest dirt and grime and deodorize with one powerful solution.⁶

22. Pursuant to the back labeling of the Products, it is recommended that the Products be used on hard, nonporous surfaces, including floors, sinks, counters, stoves, bathtubs, shower stalls, tiles, and more.⁷ An example of these representations on the back labeling of the Products and the Pine-Sol website as depicted below:



⁶ <https://www.cloroxpro.com/products/pine-sol/scented-cleaners/#:~:text=Clean%20the%20toughest%20dirt%20and,%2C%20toilets%2C%20dumpsters%20and%20more.>

⁷ [https://www.pinesol.com/products/lemon-fresh-cleaner/.](https://www.pinesol.com/products/lemon-fresh-cleaner/)

23. What is concerning is that many consumers, like Plaintiff and Class Members, use disinfecting products, akin to the Products, on a regular basis in their homes, especially to protect against the coronavirus.⁸

24. Accordingly, sales of cleaning products have steadily increased as consumers have become more vigilant and bacteria conscious regarding the cleanliness of their homes. With that in mind, the cleaning products market was valued at USD 33.8 billion in 2021 and is expected to grow with a compound annual growth rate of 4.9% from 2022 to 2028.⁹

25. Consumers have become increasingly concerned about the effects of ingredients in products that they inhale and/or touch. Companies such as Defendant have capitalized on consumers' desire for cleaning products, and indeed, consumers are willing to pay, and have paid, a premium for these products.

26. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product contains unsafe substances, such as *Pseudomonas aeruginosa*, especially at the point of sale, and therefore must and do rely on Defendant to truthfully and honestly report what the Products contain or are at risk of containing on the Products' packaging or labels.

27. The Products' packaging does not identify *Pseudomonas aeruginosa*. Indeed, *Pseudomonas aeruginosa* is not listed in the ingredients section, nor is there any warning about the inclusion (or even potential inclusion) of *Pseudomonas aeruginosa* in the Products. This leads reasonable consumers to believe the Products do not contain and are not at risk of containing dangerous chemicals like *Pseudomonas aeruginosa*.

28. Further, consumers, such as Plaintiff, do not expect Products sold by reputable brands to have *Pseudomonas aeruginosa*.

29. However, the Products contain, or are at risk of containing, *Pseudomonas aeruginosa*.

⁸ <https://www.reuters.com/article/us-health-coronavirus-consumer-products/cleaning-product-makers-race-to-labs-to-bolster-coronavirus-claims-idUSKBN2101W1>.

⁹ <https://www.grandviewresearch.com/industry-analysis/household-cleaners-market-report#:~:text=Report%20Overview,4.9%25%20from%202022%20to%202028>.

30. Specifically, *Pseudomonas aeruginosa* is a gram-negative bacterium that can survive on inanimate surfaces for months.¹⁰ Moreover, *Pseudomonas aeruginosa* can be transmitted through airborne exposure and skin-to-skin contact.¹¹ Consequently, consumers, like Plaintiff and Class Members, are at risk by using Defendant's Products as the Products are used to clean surfaces, which allows *Pseudomonas aeruginosa* to infect individuals by either being in close proximity to the applied surface or by touching the applied surface.

31. Moreover, twenty-first century research has confirmed that *Pseudomonas aeruginosa* inhalation and exposure can cause death to immunocompromised individuals.¹²

32. Defendant, The Clorox Company, is one of the oldest and leading companies of cleaning products in the United States is responsible for the manufacturing of some of the most popular house cleaning products. With that in mind, in 2020, The Clorox Company reported sales of \$2.7 billion for its household, personal care and industrial and institutional cleaning products.¹³

33. This is why *Pseudomonas aeruginosa* in Defendant's Products is particularly concerning, as also evidenced by Defendant recalling the Products.¹⁴

34. Defendant is a large and sophisticated corporation that has been in the business of producing, manufacturing, selling, and distributing cleaning products for many years, including producing and manufacturing the Products.

¹⁰ Axel Kramer, *How long do nosocomial pathogens persist on inanimate surfaces? A systematic review*, BMC Infect Dis., 2006; 6:130, accessible at:

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1564025/>

¹¹ S. Sudharsanam, *Airborne Pseudomonas species in Healthcare Facilities in a Tropical Setting*, Curr Health Sci J., 2015 Apr-Jun; 41(2): 95-103, accessible at:

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6201198/>; see

also <https://www.endosan.com/pseudomonas-aeruginosa-causes-symptoms-transmission-and-infection-prevention/>.

¹² Yohei Migiyami, et al., *Pseudomonas aeruginosa Bacteremia among Immunocompetent and Immunocompromised Patients: Relation to Initial Antibiotic Therapy and Survival*, Jpn J Infect. Dis., 2016; 69(2):91-6, accessible at: <https://pubmed.ncbi.nlm.nih.gov/26073727/>.

¹³ <https://www.happi.com/heaps/view/7374/3/341492/>.

¹⁴ See <https://www.cpsc.gov/Recalls/2023/Clorox-Recalls-Pine-Sol-Scented-Multi-Surface-Cleaners-CloroxPro-Pine-Sol-All-Purpose-Cleaners-and-Clorox-ProfessionalTM-Pine-Sol-Lemon-Fresh-Cleaners-Due-to-Risk-of-Exposure-to-Bacteria-1>; see also <https://pinesolrecall.com/>.

1 35. Defendant is in the unique and superior position of knowing the ingredients and raw
2 materials used in the manufacturing of its Products and possesses unique and superior knowledge
3 regarding the manufacturing process of the Products, the manufacturing process of the ingredients and
4 raw materials the Products contain, and the risks associated with those processes, such as the risk of
5 *Pseudomonas aeruginosa* contamination.

6 36. Accordingly, Defendant possesses superior knowledge regarding the risks involved in
7 the production and manufacturing of its Products. Such knowledge is not readily available to
8 consumers like Plaintiff and Class Members.

9 37. Defendant has a duty to provide consumers, like Plaintiff and Class Members, with
10 accurate information about the contents of the Products.

11 38. Therefore, Defendant's false, misleading, and deceptive omissions regarding the
12 Products containing *Pseudomonas aeruginosa* is likely to continue to deceive and mislead reasonable
13 consumers and the public, as they have already deceived and misled Plaintiff and the Class Members.

14 39. Defendant's misrepresentation and omission was material and intentional because
15 people are concerned with what is in the products that they inhale and touch. Consumers such as
16 Plaintiff and the Class Members are influenced by the marketing and advertising campaign, the
17 Products labels, and the listed ingredients. Defendant knows that if they had not omitted that the
18 Products contained *Pseudomonas aeruginosa*, then Plaintiff and the Class would not have purchased
19 the Products at all.

20 39. Through its deceptive advertising and labeling, Defendant has violated, *inter alia*, NY
21 General Business Law § 392-b by: a) putting upon an article of merchandise, bottle, wrapper, package,
22 label, or other thing containing or covering such an article, or with which such an article is intended
23 to be sold, or is sold, a false description or other indication of or respecting the kind of such article or
24 any part thereof; and b) selling or offering for sale an article which, to its knowledge, is falsely
25 described or indicated upon any such package or vessel containing the same, or label thereupon, in
26 any of the particulars specified.

27 40. Consumers rely on marketing and information in making purchasing decisions.
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1 41. By omitting that the Products include *Pseudomonas aeruginosa* on the labels of the
2 Products throughout the Class Period, Defendant knows that those omissions are material to
3 consumers since they would not purchase cleaning materials with a harmful bacterium.

4 42. Defendant's deceptive representation and omission are material in that a reasonable
5 person would attach importance to such information and would be induced to act upon such
6 information in making purchase decisions.

7 43. Plaintiff and the Class Members reasonably relied to their detriment on Defendant's
8 misleading representations and omissions.

9 44. Defendant's false, misleading, and deceptive misrepresentation and omission are likely
10 to continue to deceive and mislead reasonable consumers and the general public, as they have already
11 deceived and misled Plaintiff and the Class Members.

12 45. In making the false, misleading, and deceptive representation and omission described
13 herein, Defendant knows and intended that consumers would pay a premium for a product marketed
14 as having the ability to clean without the bacterium *Pseudomonas aeruginosa* over comparable
15 products not so marketed.

16 46. As an immediate, direct, and proximate result of Defendant's false, misleading, and
17 deceptive representation and omission, Defendant injured Plaintiff and the Class Members in that they:

- 18 a. Paid a sum of money for Products that were not what Defendant
19 represented;
- 20 b. Paid a premium price for Products that were not what Defendant
21 represented;
- 22 c. Were deprived of the benefit of the bargain because the Products they
23 purchased were different from what Defendant warranted; and
- 24 d. Were deprived of the benefit of the bargain because the Products they
25 purchased had less value than what Defendant represented.

26 47. Had Defendant not made the false, misleading, and deceptive representation and
27 omission, Plaintiff and the Class Members would not have been willing to pay the same amount for
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1 the Products they purchased and, consequently, Plaintiff and the Class Members would not have been
2 willing to purchase the Products.

3 48. Plaintiff and the Class Members paid for Products that do not contain *Pseudomonas*
4 *aeruginosa*. Since the Products do indeed contain *Pseudomonas aeruginosa*, a harmful bacterium, the
5 Products Plaintiff and the Class Members received were worth less than the Products for which they
6 paid.

7 49. Plaintiff and the Class Members all paid money for the Products; however, Plaintiff
8 and the Class Members did not obtain the full value of the advertised Products due to Defendant's
9 misrepresentations and omissions. Plaintiff and the Class Members purchased, purchased more of,
10 and/or paid more for, the Products than they would have had they known the truth about the Products.
11 Consequently, Plaintiff and the Class Members have suffered injury in fact and lost money as a result
12 of Defendant's wrongful conduct.

13 50. Plaintiff and Class Members read and relied on Defendant's representation about the
14 benefits of using the Products and purchased Defendant's Products based thereon. Had Plaintiff and
15 Class Members known the truth about the Products, i.e., that it contains a harmful bacterium (i.e.,
16 *Pseudomonas aeruginosa*), they would not have been willing to purchase it at any price, or, at
17 minimum would have paid less for it.

18 **JURISDICTION AND VENUE**

19 51. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28
20 U.S.C. section §1332(d) in that (1) this is a class action involving more than 100 class members; (2)
21 Plaintiff is a citizen of New York, and Defendant The Clorox Company is a citizen of California; and
22 (3) the amount in controversy is in excess of \$5,000,000, exclusive of interests and costs.

23 52. This Court has personal jurisdiction over Defendant because Defendant conducts and
24 transacts business in the state of California, contracts to supply goods within the state of California,
25 and supplies goods within the state of California.

26 53. Venue is proper because Defendant is a citizen of the Northern District of California
27 with its principal place of business in Oakland, California.
28

PARTIES**Plaintiff**

54. Plaintiff Michael Charles is a citizen and resident of Nassau County, New York. During the applicable statute of limitations period, Plaintiff purchased Defendant's Pine Sol Lemon Fresh Product that was subject to the recall which contains the dangerous bacteria. Plaintiff was forced to incur additional expenses in the amount of approximately \$300 to clean and decontaminate his home upon learning of the contamination.

55. Had Defendant not made the false, misleading, and deceptive representations and omissions regarding the contents of the Products, Plaintiff would not have been willing to purchase the Products. Plaintiff purchased, purchased more of, and/or paid more for, the Products than he would have had he known the truth about the Products. The Products Plaintiff received were worthless because they contain the known harmful substance, *Pseudomonas aeruginosa*. Alternatively, Plaintiff paid a price premium based on Defendant's false, misleading, and deceptive misrepresentations and omissions. Accordingly, Plaintiff was injured in fact and lost money as a result of Defendant's improper conduct.

Defendant

56. Defendant, The Clorox Company, is a Delaware corporation with its principal place of business in Oakland, California. The Clorox Company is one of the largest manufacturers of cleaning products in the United States and responsible for producing some of the most popular over-the-counter drug products at frequented pharmacies, including the Products.

57. Defendant manufactures, markets, advertises, and distributes the Products throughout the United States. Defendant created and/or authorized the false, misleading, and deceptive advertisements, packaging, and labeling of its Products.

CLASS ALLEGATIONS

58. Plaintiff brings this matter on behalf of himself and those similarly situated. As detailed at length in this Complaint, Defendant orchestrated deceptive marketing and labeling practices.

1 Defendant's customers were uniformly impacted by and exposed to this misconduct. Accordingly,
2 this Complaint is uniquely situated for class-wide resolution.

3 59. The Class is defined as all consumers who purchased the Products anywhere in the
4 United States during the Class Period.

5 60. Plaintiff also seeks certification, to the extent necessary or appropriate, of a subclass of
6 individuals who purchased the Products in the states of New York and California at any time during
7 the Class Period (the "New York Subclass" and the "California Subclass").

8 61. The Class, New York Subclass, and California Subclass shall be referred to collectively
9 throughout the Complaint as the Class.

10 62. The Class is properly brought and should be maintained as a class action under Rule
11 23(a), satisfying the class action prerequisites of numerosity, commonality, typicality, and adequacy
12 because:

13 63. Numerosity: Class Members are so numerous that joinder of all members is
14 impracticable. Plaintiff believes that there are thousands of consumers in the Class and the New York
15 Class who are Class Members as described above who have been damaged by Defendant's deceptive
16 and misleading practices.

17 64. Commonality: The questions of law and fact common to the Class Members which
18 predominate over any questions which may affect individual Class Members include, but are not
19 limited to:

- 20 a. Whether Defendant was responsible for the conduct alleged herein which was
21 uniformly directed at all consumers who purchased the Products;
- 22 b. Whether Defendant's misconduct set forth in this Complaint demonstrates that
23 Defendant has engaged in unfair, fraudulent, or unlawful business practices with
24 respect to the advertising, marketing, and sale of its Products;
- 25 c. Whether Defendant made false and/or misleading statements and omissions to
26 the Class and the public concerning the contents of its Products;
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d. Whether Defendant's false and misleading statements and omissions concerning its Products were likely to deceive the public; and

e. Whether Plaintiff and the Class are entitled to money damages under the same causes of action as the other Class Members?

65. Typicality: Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of each Class Member in that every member of the Class was susceptible to the same deceptive, misleading conduct and purchased Defendant's Products. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

66. Adequacy: Plaintiff is an adequate Class representative because his interests do not conflict with the interests of the Class Members he seeks to represent, his consumer fraud claims are common to all members of the Class, he has a strong interest in vindicating his rights, he has retained counsel competent and experienced in complex class action litigation, and counsel intends to vigorously prosecute this action.

67. Predominance: Pursuant to Rule 23(b)(3), common issues of law and fact identified above predominate over any other questions affecting only individual members of the Class. The Class issues fully predominate over any individual issues because no inquiry into individual conduct is necessary; all that is required is a narrow focus on Defendant's deceptive and misleading marketing and labeling practices.

68. Superiority: A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

a. The joinder of thousands of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;

b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claims, thereby making it impracticable, unduly burdensome, and expensive—if not totally impossible—to justify individual actions;

- c. When Defendant's liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;
- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;
- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation;
- h. Class Members' interests in individually controlling the prosecution of separate actions is outweighed by their interest in efficient resolution by a single class action; and
- i. It would be desirable to concentrate in this single venue the litigation of all Class Members who were induced by Defendant's uniform false advertising to purchase their Products.

69. In addition, or as an alternative, declaratory relief under Rule 23(b)(2) permits class certification where the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole. Defendant knew or should have known that the Products were unsafe and contained dangerous bacteria. Defendants have acted on grounds that apply generally to the class, such that declaratory relief is appropriate. Prosecuting separate actions as to this declaratory relief by individual class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for the party opposing the class in regards to the presence of dangerous bacteria in the Products. Plaintiffs therefore seek a declaration that Defendant failed to disclose to consumers that the Products may contain *Pseudomonas aeruginosa*.

70. Accordingly, this Class is properly brought and should be maintained as a class action under Rule 23(b)(2) and (3) because questions of law or fact common to Class Members predominate over any questions affecting only individual members, and because a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

CLAIMS

FIRST CAUSE OF ACTION

VIOLATION OF NEW YORK GBL § 349

(On Behalf of Plaintiff and New York Subclass Members)

71. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

72. New York General Business Law Section 349 (“GBL § 349”) declares unlawful “[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state . . .”

73. The conduct of Defendant alleged herein constitutes recurring, “unlawful” deceptive acts and practices in violation of GBL § 349, and as such, Plaintiff and the New York Subclass Members seek monetary damages against Defendant, enjoining them from inaccurately describing, labeling, marketing, and promoting the Products.

74. There is no adequate remedy at law.

75. Defendant misleadingly, inaccurately, and deceptively advertise and market their Products to consumers.

76. Defendant’s improper consumer-oriented conduct—including failing to disclose that the Products have *Pseudomonas aeruginosa*—is misleading in a material way in that it, *inter alia*, induced Plaintiff and the New York Subclass Members to purchase Defendant’s Products and to use the Products when they otherwise would not have. Defendant made the untrue and/or misleading statements and omissions willfully, wantonly, and with reckless disregard for the truth.

77. Plaintiff and the New York Subclass Members have been injured inasmuch as they purchased Products that were mislabeled, unhealthy, and entirely worthless. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and paid for.

78. Defendant's advertising and Products' packaging and labeling induced Plaintiff and the New York Subclass Members to buy Defendant's Products.

79. Defendant's deceptive and misleading practices constitute a deceptive act and practice in the conduct of business in violation of New York General Business Law §349(a) and Plaintiff and the New York Subclass Members have been damaged thereby.

80. As a result of Defendant's recurring, "unlawful" deceptive acts and practices, Plaintiff and the New York Subclass Members are entitled to monetary, statutory, compensatory, treble and punitive damages, restitution, and disgorgement of all moneys obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

VIOLATION OF NEW YORK GBL § 350

(On Behalf of Plaintiff and the New York Subclass Members)

81. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

82. N.Y. Gen. Bus. Law § 350 provides, in part, as follows:

False advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in this state is hereby declared unlawful.

83. N.Y. Gen. Bus. Law § 350a(1) provides, in part, as follows:

The term 'false advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions proscribed in said advertisement, or under such conditions as are customary or usual . . .

84. Defendant's labeling and advertisements contain untrue and materially misleading statements and omissions concerning its Products inasmuch as it misrepresents that the Products are safe for use and doesn't list that the Products contain *Pseudomonas aeruginosa*.

85. Plaintiff and the New York Subclass Members have been injured inasmuch as they relied upon the labeling, packaging, and advertising and purchased Products that were mislabeled, unhealthy, and entirely worthless. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and paid for.

86. Defendant's advertising, packaging, and Products' labeling induced Plaintiff and the New York Subclass Members to buy Defendant's Products.

87. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

88. Defendant's conduct constitutes multiple, separate violations of N.Y. Gen. Bus. Law § 350.

89. Defendant made the material misrepresentations described in this Complaint in its advertising and on the Products' packaging and labeling.

90. Defendant's material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, all consumers purchasing the Products were and continue to be exposed to Defendant's material misrepresentations.

91. As a result of Defendant's recurring, "unlawful" deceptive acts and practices, Plaintiff and New York Subclass Members are entitled to monetary, statutory, compensatory, treble and punitive damages, restitution, and disgorgement of all moneys obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT, CALIFORNIA

CIVIL CODE §§ 1750, *Et. Seq.*

(On Behalf of Plaintiff and the California Subclass Members)

93. Plaintiff repeats and realleges each and every allegation contained above, as though

1 fully set forth herein.

2 94. Plaintiff and each proposed Class member is a “consumer,” as that term is defined in
3 California Civil Code section 1761(d).

4 95. The Products are “goods,” as that term is defined in California Civil Code section
5 1761(a).

6 96. Defendant is a “person” as that term is defined in California Civil Code section 1761(c).

7 97. Plaintiff and each proposed Class member’s purchase of Defendant’s products
8 constituted a “transaction” as that term is defined in California Civil Code section 1761(e).

9 98. Defendant’s conduct alleged herein violates the following provisions of California’s
10 Consumer Legal Remedies Act (the “CLRA”):

11 (a) California Civil Code section 1770(a)(5), by negligently, recklessly, and/or
12 intentionally representing that the Products are suitable for cleaning, and by
13 failing to make any mention of *Pseudomonas aeruginosa* in the Products;

14 (b) California Civil Code section 1770(a)(7), by negligently, recklessly, and/or
15 intentionally representing that the Products were of a particular standard,
16 quality, or grade, when they were of another;

17 (c) California Civil Code section 1770(a)(9), by negligently, recklessly, and/or
18 intentionally advertising the Products with intent not to sell them as advertised;
19 and

20 (d) California Civil Code section 1770(a)(16), by representing that the Products
21 have been supplied in accordance with previous representations when they have
22 not.

23 99. As a direct and proximate result of these violations, Plaintiff and the Class have been
24 harmed, and that harm will continue unless Defendant is enjoined from using the misleading marketing
25 described herein in any manner in connection with the advertising and sale of the Products.

26 100. Plaintiff seeks an award of attorneys’ fees pursuant to, *inter alia*, California Civil Code
27 section 1780(e) and California Code of Civil Procedure section 1021.5.
28

FOURTH CAUSE OF ACTION

**VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW, CALIFORNIA BUSINESS
& PROFESSIONS CODE §§ 17500, Et. Seq.**

(On Behalf of Plaintiff and the California Subclass Members)

101. Plaintiff repeats and realleges each and every allegation contained above, as though fully set forth herein.

102. California's False Advertising Law prohibits any statement in connection with the sale of goods "which is untrue or misleading." Cal. Bus. & Prof. Code §17500.

103. As set forth herein, Defendant's claims that the Products are suitable for cleaning are false and likely to deceive the public.

104. Defendant claims that the Products are suitable for cleaning are untrue due to the presence of *Pseudomonas aeruginosa* in the Products.

105. Defendant knew, or reasonably should have known, that all these claims were untrue or misleading.

106. Defendant's conduct is ongoing and continuing, such that prospective injunctive relief is necessary. Plaintiff would purchase the Products in the future if the Products are suitable for cleaning and do not contain *Pseudomonas aeruginosa*.

107. Plaintiff and members of the Class are entitled to injunctive and equitable relief, and restitution in the amount the purchase price of the Products.

FIFTH CAUSE OF ACTION

**VIOLATION OF THE UNFAIR COMPETITION LAW, CALIFORNIA BUSINESS &
PROFESSIONS CODE §§ 17200, Et. Seq.**

(On Behalf of Plaintiff and the California Subclass Members)

108. Plaintiff repeats and realleges each and every allegation contained above, as though fully set forth herein.

109. The Unfair Competition Law prohibits any "unlawful, unfair, or fraudulent business act or practice." Cal. Bus. & Prof. Code §17200.

110. Defendant's statements that the Products are suitable for cleaning are deceptive to the public, as is Defendant's omitting to divulge the existence of *Pseudomonas aeruginosa* in the Products.

111. **Unlawful:** Defendant has advertised the Products using false and/or misleading claims, such that Defendant's actions as alleged herein violate at least the following laws:

- The CLRA, California Business & Professions Code sections 1750, *et seq.*; and
- The False Advertising Law, California Business & Professions Code sections 17500, *et seq.*

112. **Fraudulent:** Defendant's statements that the Products are suitable for cleaning are deceptive to the public, as is Defendant's omitting to divulge the existence of *Pseudomonas aeruginosa* in the Products.

113. **Unfair:** Defendant's conduct with respect to the labeling, packaging, advertising, marketing, and sale of the Products is unfair because Defendant's conduct was immoral, unethical, unscrupulous, or substantially injurious to consumers and the utility of its conduct, if any, does not outweigh the gravity of the harm to its victims.

114. Defendant's conduct with respect to the labeling, packaging, advertising, marketing, and sale of the Products is also unfair because it violates public policy as declared by specific constitutional, statutory, or regulatory provisions, including, but not limited to, the False Advertising Law and the CLRA.

115. Defendant's conduct with respect to the labeling, packaging, advertising, marketing, and sale of the Products is also unfair because the consumer injury is substantial, not outweighed by benefits to consumers or competition, and not one that consumers, can reasonably avoid.

116. In accordance with California Business & Professions Code section 17203, Plaintiff seeks an order enjoining Defendant from continuing to conduct business through fraudulent or unlawful acts and practices and to commence a corrective advertising campaign. Defendant's conduct is ongoing and continuing, such that prospective injunctive relief is necessary.

117. On behalf of himself and the Class, Plaintiff also seeks an order for the restitution of all monies from the sales of the Products, which were unjustly acquired through acts of fraudulent, unfair, or unlawful competition.

SIXTH CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY

(On Behalf of Plaintiff and All Class Members)

118. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

119. Defendant provided Plaintiff and Class Members with an express warranty in the form of written affirmations of fact promising and representing that the Products are safe for use and do not contain *Pseudomonas aeruginosa*.

120. Defendant omitted that the Products contain a known bacterium from its ingredients labeling. This omission would lead reasonable consumers did not contain a known bacterium, when in fact, the Products were contaminated with *Pseudomonas aeruginosa* as stated herein.

121. The above affirmations of fact were not couched as “belief” or “opinion,” and were not “generalized statements of quality not capable of proof or disproof.”

122. These affirmations of fact became part of the basis for the bargain and were material to Plaintiff and Class Members’ transactions.

123. Plaintiff and Class Members reasonably relied upon Defendant’s affirmations of fact and justifiably acted in ignorance of the material facts omitted or concealed when they decided to buy Defendant’s Products.

124. Defendant knowingly breached the express warranties by including *Pseudomonas aeruginosa* in the Products sold to Plaintiff and the Class without properly notifying them of their inclusion in the Products.

125. Within a reasonable time after it knew or should have known, Defendant did not change the Products’ label to include *Pseudomonas aeruginosa* in the ingredients list.

126. Defendant thereby breached the following state warranty laws:

- 1 a. Code of Ala. § 7-2-313;
- 2 b. Alaska Stat. § 45.02.313;
- 3 c. A.R.S. § 47-2313;
- 4 d. A.C.A. § 4-2-313;
- 5 e. Cal. Comm. Code § 2313;
- 6 f. Colo. Rev. Stat. § 4-2-313;
- 7 g. Conn. Gen. Stat. § 42a-2-313;
- 8 h. 6 Del. C. § 2-313;
- 9 i. D.C. Code § 28:2-313;
- 10 j. Fla. Stat. § 672.313;
- 11 k. O.C.G.A. § 11-2-313;
- 12 l. H.R.S. § 490:2-313;
- 13 m. Idaho Code § 28-2-313;
- 14 n. 810 I.L.C.S. 5/2-313;
- 15 o. Ind. Code § 26-1-2-313;
- 16 p. Iowa Code § 554.2313;
- 17 q. K.S.A. § 84-2-313;
- 18 r. K.R.S. § 355.2-313;
- 19 s. 11 M.R.S. § 2-313;
- 20 t. Md. Commercial Law Code Ann. § 2-313;
- 21 u. 106 Mass. Gen. Laws Ann. § 2-313;
- 22 v. M.C.L.S. § 440.2313;
- 23 w. Minn. Stat. § 336.2-313;
- 24 x. Miss. Code Ann. § 75-2-313;
- 25 y. R.S. Mo. § 400.2-313;
- 26 z. Mont. Code Anno. § 30-2-313;
- 27 aa. Neb. Rev. Stat. § 2-313;
- 28

- bb. Nev. Rev. Stat. Ann. § 104.2313;
- cc. R.S.A. 382-A:2-313;
- dd. N.J. Stat. Ann. § 12A:2-313;
- ee. N.M. Stat. Ann. § 55-2-313;
- ff. N.Y. U.C.C. Law § 2-313;
- gg. N.C. Gen. Stat. § 25-2-313;
- hh. N.D. Cent. Code § 41-02-30;
- ii. II. O.R.C. Ann. § 1302.26;
- jj. 12A Okl. St. § 2-313;
- kk. Or. Rev. Stat. § 72-3130;
- ll. 13 Pa. Rev. Stat. § 72-3130;
- mm. R.I. Gen. Laws § 6A-2-313;
- nn. S.C. Code Ann. § 36-2-313;
- oo. S.D. Codified Laws, § 57A-2-313;
- pp. Tenn. Code Ann. § 47-2-313;
- qq. Tex. Bus. & Com. Code § 2.313;
- rr. Utah Code Ann. § 70A-2-313;
- ss. 9A V.S.A. § 2-313;
- tt. Va. Code Ann. § 59.1-504.2;
- uu. Wash. Rev. Code Ann. § 6A.2-313;
- vv. W. Va. Code § 46-2-313;
- ww. Wis. Stat. § 402.313; and
- xx. Wyo. Stat. § 34.1-2-313.

127. As a direct and proximate result of Defendant's breach of the express warranties, Plaintiff and Class Members were damaged in the amount of the price they paid for the Products, in an amount to be proven at trial.

JURY DEMAND

1 Plaintiff demands a trial by jury on all issues.

2 **WHEREFORE**, Plaintiff, on behalf of himself and the Class, prays for judgment as follows:

- 3 (a) Declaring this action to be a proper class action and certifying Plaintiff as the
4 representative of the Class under Rule 23 of the FRCP;
- 5 (b) An Order requiring Defendant to establish a blood testing program for Plaintiff and the
6 Class, as well as to establish a medical monitoring protocol for Plaintiff and the Class
7 to monitor individuals' health and diagnose at an early stage any ailments associated
8 with exposure to *Pseudomonas aeruginosa*;
- 9 (c) Awarding monetary damages and treble damages;
- 10 (d) Awarding monetary damages associated with decontaminating residences from
11 *Pseudomonas aeruginosa*;
- 12 (e) Awarding statutory damages of \$50 per transaction, and treble damages for knowing
13 and willful violations, pursuant to N.Y. GBL § 349;
- 14 (f) Awarding statutory damages of \$500 per transaction pursuant to N.Y. GBL § 350;
- 15 (g) Awarding punitive damages;
- 16 (h) Awarding Plaintiff and Class Members their costs and expenses incurred in this action,
17 including reasonable allowance of fees for Plaintiff's attorneys, experts, and
18 reimbursement of Plaintiff's expenses;
- 19 (i) Declaring that Defendant failed to disclose to consumers that the Products may contain
20 *Pseudomonas aeruginosa*; and
- 21 (j) Granting such other and further relief as the Court may deem just and proper.

22 Dated: November 3, 2022

23
24 Respectfully submitted,

25
26 /s/ Michael McShane

27 Michael McShane (SBN 127944)

28 Ling Y. Kuang (SBN 296873)

Kurt D. Kessler (SBN 327334)

AUDET & PARTNERS, LLP
711 Van Ness Ave., Suite 500
San Francisco CA 94102
Telephone: (415) 568-2555
Facsimile: (415) 568-2556
mmcshane@audetlaw.com
lkuang@audetlaw.com
kkessler@audetlaw.com

Counsel for Plaintiff and the Class

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Michael Charles, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Nassau
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

AUDET & PARTNERS, LLP
711 Van Ness Ave., Suite 500
San Francisco CA 94102

Michael McShane
(415) 568-2555

DEFENDANTS

The Clorox Company

County of Residence of First Listed Defendant Alameda
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question
(U.S. Government Not a Party)

☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3

	PTF	DEF
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<div>110 Insurance</div> <div>120 Marine</div> <div>130 Miller Act</div> <div>140 Negotiable Instrument</div> <div>150 Recovery of Overpayment Of Veteran's Benefits</div> <div>151 Medicare Act</div> <div>152 Recovery of Defaulted Student Loans (Excludes Veterans)</div> <div>153 Recovery of Overpayment of Veteran's Benefits</div> <div>160 Stockholders' Suits</div> <div>190 Other Contract</div> <div>195 Contract Product Liability</div> <div>196 Franchise</div>	<div><div>PERSONAL INJURY</div><div>310 Airplane</div><div>315 Airplane Product Liability</div><div>320 Assault, Libel & Slander</div><div>330 Federal Employers' Liability</div><div>340 Marine</div><div>345 Marine Product Liability</div><div>350 Motor Vehicle</div><div>355 Motor Vehicle Product Liability</div><div>360 Other Personal Injury</div><div>362 Personal Injury -Medical Malpractice</div></div> <div><div>PERSONAL INJURY</div><div>365 Personal Injury – Product Liability</div><div>367 Health Care/ Pharmaceutical Personal Injury Product Liability</div><div>368 Asbestos Personal Injury Product Liability</div></div> <div><div>PERSONAL PROPERTY</div><div><input checked="" type="checkbox"/> 370 Other Fraud</div><div>371 Truth in Lending</div><div>380 Other Personal Property Damage</div><div>385 Property Damage Product Liability</div></div> <div><div>CIVIL RIGHTS</div><div>440 Other Civil Rights</div><div>441 Voting</div><div>442 Employment</div><div>443 Housing/ Accommodations</div><div>445 Amer. w/Disabilities– Employment</div><div>446 Amer. w/Disabilities–Other</div><div>448 Education</div></div> <div><div>PRISONER PETITIONS</div><div>HABEAS CORPUS</div><div>463 Alien Detainee</div><div>510 Motions to Vacate Sentence</div><div>530 General</div><div>535 Death Penalty</div><div>OTHER</div><div>540 Mandamus & Other</div><div>550 Civil Rights</div><div>555 Prison Condition</div><div>560 Civil Detainee– Conditions of Confinement</div></div>	<div>625 Drug Related Seizure of Property 21 USC § 881</div> <div>690 Other</div> <div>LABOR</div> <div>710 Fair Labor Standards Act</div> <div>720 Labor/Management Relations</div> <div>740 Railway Labor Act</div> <div>751 Family and Medical Leave Act</div> <div>790 Other Labor Litigation</div> <div>791 Employee Retirement Income Security Act</div> <div>IMMIGRATION</div> <div>462 Naturalization Application</div> <div>465 Other Immigration Actions</div>	<div>422 Appeal 28 USC § 158</div> <div>423 Withdrawal 28 USC § 157</div> <div>PROPERTY RIGHTS</div> <div>820 Copyrights</div> <div>830 Patent</div> <div>835 Patent–Abbreviated New Drug Application</div> <div>840 Trademark</div> <div>880 Defend Trade Secrets Act of 2016</div> <div>SOCIAL SECURITY</div> <div>861 HIA (1395ff)</div> <div>862 Black Lung (923)</div> <div>863 DIWC/DIWW (405(g))</div> <div>864 SSID Title XVI</div> <div>865 RSI (405(g))</div> <div>FEDERAL TAX SUITS</div> <div>870 Taxes (U.S. Plaintiff or Defendant)</div> <div>871 IRS–Third Party 26 USC § 7609</div>	<div>375 False Claims Act</div> <div>376 Qui Tam (31 USC § 3729(a))</div> <div>400 State Reapportionment</div> <div>410 Antitrust</div> <div>430 Banks and Banking</div> <div>450 Commerce</div> <div>460 Deportation</div> <div>470 Racketeer Influenced & Corrupt Organizations</div> <div>480 Consumer Credit</div> <div>485 Telephone Consumer Protection Act</div> <div>490 Cable/Sat TV</div> <div>850 Securities/Commodities/ Exchange</div> <div>890 Other Statutory Actions</div> <div>891 Agricultural Acts</div> <div>893 Environmental Matters</div> <div>895 Freedom of Information Act</div> <div>896 Arbitration</div> <div>899 Administrative Procedure Act/Review or Appeal of Agency Decision</div> <div>950 Constitutionality of State Statutes</div>

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation–Transfer

☐ 8 Multidistrict Litigation–Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Violation of New York GBL § 349 and GBL § 350, Cal. Civ. Code § 1750, Cal. Bus. & Prof. Code § 17500, Cal. Bus. & Prof. Code § 17200, Breach of Express Warranty

Brief description of cause:
Misrepresentation of Product Characteristics

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

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

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

DATE 11/03/2022

SIGNATURE OF ATTORNEY OF RECORD /s/ Michael McShane

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
 - (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

for the

Northern District of California

Michael Charles individually and on behalf of all
others similarly situated,

Plaintiff,

Plaintiff(s)

v.

The Clorox Company,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Clorox Company
 1221 BROADWAY
 OAKLAND, CA 94612

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael McShane
 mmcshane@audetlaw.com
 AUDET & PARTNERS, LLP
 711 Van Ness Ave. Suite 500
 San Francisco, CA 94102-3275

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: