

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS**

**URBANA DIVISION**

Tiffany Crow, individually and on behalf of all  
others similarly situated,

Plaintiff,

- against -

The Clorox Company,

Defendant

2:22-cv-02225

Class Action Complaint

Jury Trial Demanded

Plaintiff alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. The Clorox Company (“Defendant”) manufactures, markets, and sells laundry sanitizer marketed as able to “[k]ill[] 99.9% of bacteria on laundry” under the Clorox brand (the “Product”).



2. Although textiles and fabrics can be a source of substantial numbers of pathogenic microorganisms, the Centers for Disease Control and Prevention (“CDC”) concluded that diseases and infections linked to contaminated fabrics are so few that any risk of transmission as a result of the laundering process likely is negligible.<sup>1</sup>

3. This was evaluated in the context of the 5 billion pounds annually laundered in health-care settings in the United States, where the entire population is sick, infected or at-risk.

4. Carol McLay, an Infection Prevention Consultant with Association for Professionals in Infection Control and Epidemiology, Inc. (“APIC”), concurred with the CDC’s findings.

5. McLay stated that transmission of infectious diseases from laundered textiles are so rare that during the past 43 years, only 12 have been reported worldwide.

6. Moreover, there have been no published reports of patient-to-patient transmission of infection associated with laundered textiles.

7. McLay analyzed studies and reports in the media and literature, concluding that infections thought to have originated from laundering processes were actually from direct contact or aerosols from non-washed linens due to improper handling, such as shaking out soiled linens.

8. Other presumed occupational infections associated with laundered textiles were found to be community acquired.

9. The reasonable conclusion is that laundering in the domestic context poses a risk of bacteria transmission and harm that is less than negligible.

10. This is because the antimicrobial effect of laundering follows the principles introduced by Sinner, who identified the four key variables as temperature, mechanical action, chemistry and time.

---

<sup>1</sup> CDC, “Guidelines for environmental infection control in health-care facilities: recommendations of CDC and Healthcare Infection Control Practices Advisory Committee (HICPAC),” (2003) (Updated: July 2019).

11. The majority of Americans wash clothes in hot water, with temperatures of 60 degrees Celsius or 140 degrees Fahrenheit.

12. At hot and warm temperatures, washing inactivates microorganisms, accelerates activation of detergents and facilitates mechanical removal of soil and other particulates.

13. Even cold water washing with detergent, followed by a normal drying cycle, reduces the risk of bacteria survival and harm to a negligible level.

14. The drying stage, such as use of a tumble drier or exposure to sunlight when clothes are dried outdoors, further reduces the potential for bacteria to survive and cause harm.

15. No credible and accepted studies of domestic laundry practices has shown that hot, warm, and even cold water, detergent, and a drying cycle, are insufficient to prevent the spread of bacteria and cause any harm.

16. While the Product may be authorized to claim it can achieve a reduction in 99.9% of bacteria, such a claim is misleading in light of the absence of any evidence that survival of bacteria from a standard laundering process poses any risk.

17. Consumers will wrongly expect the Product can provide a meaningful benefit beyond the standard laundering process.

18. The Product is sold for a price premium compared to other similar products, no less than \$6.48 for 42 oz, a higher price than it would be sold for, absent the misleading representations and omissions.

#### Jurisdiction and Venue

19. Jurisdiction is based on the Class Action Fairness Act of 2005 (“CAFA”). 28 U.S.C. § 1332(d)(2).

20. The aggregate amount in controversy exceeds \$5 million, including any statutory and

punitive damages, exclusive of interest and costs.

21. Plaintiff is a citizen of Illinois.

22. Defendant is a Delaware corporation with a principal place of business in Oakland, Alameda County, California.

23. The class of persons Plaintiff seeks to represent includes persons who are citizens of different states from which Defendant is a citizen.

24. The members of the class Plaintiff seeks to represent are more than 100, because the Product has been sold with the representations described here for several years, from grocery stores, warehouse club stores, convenience stores, big box stores, and online in the States covered by Plaintiff's proposed classes.

25. Venue is in this District with assignment to the Urbana Division because a substantial part of the events or omissions giving rise to these claims occurred in Macon County, including Plaintiff's purchase and use of the Product, exposure to and reliance on the representations, and her awareness that they were misleading and incomplete.

Parties

26. Plaintiff Tiffany Craw is a citizen of Decatur, Illinois, Macon County.

27. Defendant The Clorox Company is a Delaware corporation with a principal place of business in Oakland, California, Alameda County.

28. Defendant is a leading seller of home cleaning products.

29. The Clorox brand is known for its ability to reduce bacteria and keep environments safe and hygienic.

30. Plaintiff bought the Product on one or more occasions within the statute of limitations for each cause of action alleged, at stores including Walmart, 4625 E Maryland St, Decatur,

Illinois, 62521, between August and October 2022, among other times.

31. Plaintiff relied on the front label representations the Product would “sanitize” her laundry and that it would kill 99.9% of bacteria.

32. Plaintiff bought the Product because she was not aware her laundry was sufficiently sanitized through the standard laundering process, and expected the claim to kill 99.9% of bacteria meant it provided a meaningful benefit in reduction of bacteria beyond this.

33. Plaintiff was unaware that no credible studies on domestic laundry practices show any potential risk of bacteria survival and transmission from hot, warm or cold water, detergent, and a drying cycle.

34. Plaintiff bought the Product at or exceeding the above-referenced price.

35. Plaintiff paid more for the Product than she otherwise would have paid had she known the truth, as she would have paid less or not bought it.

36. Defendant sold more of the Product and at higher prices than it would have in the absence of this misconduct, resulting in additional profits at the expense of consumers.

37. Plaintiff chose between Defendant’s Product and products represented similarly, but which did not misrepresent their attributes or provide incomplete information.

38. Plaintiff intends to, seeks to, and will purchase the Product again when she can do so with the assurance its representations are consistent with its abilities, attributes, and/or composition.

39. Plaintiff is unable to rely on the labeling of not only this Product, but other similar products promoting their antibacterial abilities, because she is unsure of whether their representations are truthful and complete.

Class Allegations

40. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following classes:

**Illinois Class:** All persons in the State of Illinois who purchased the Product during the statutes of limitations for each cause of action alleged; and

**Consumer Fraud Multi-State Class:** All persons in the States of South Dakota, West Virginia, North Carolina, Kentucky, Utah, Nebraska, Kansas, and Wyoming who purchased the Product during the statutes of limitations for each cause of action alleged.

41. Common questions of law or fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

42. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

43. Plaintiff is an adequate representative because her interests do not conflict with other members.

44. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

45. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

46. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

47. Plaintiff seeks class-wide injunctive relief because the practices continue.

Illinois Consumer Fraud and Deceptive Business Practices Act  
("ICFA"), 815 ILCS 505/1, *et seq.*

48. Plaintiff incorporates by reference all preceding paragraphs.

49. Plaintiff sought to purchase a product that would provide a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria.

50. Plaintiff and class members would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

Violation of State Consumer Fraud Acts

51. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class prohibit the use of unfair or deceptive business practices in the conduct of trade or commerce.

52. Defendant intended that Plaintiff and each of the other members of the Consumer Fraud Multi-State Class would rely upon its deceptive conduct, and a reasonable person would in fact be misled by this deceptive conduct.

Breaches of Express Warranty,  
Implied Warranty of Merchantability/Fitness for a Particular Purpose and  
Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.

53. The Product was manufactured, labeled, and sold by Defendant and expressly and impliedly warranted to Plaintiff and class members that it provided a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria.

54. Defendant directly marketed the Product to Plaintiff and consumers through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions, and targeted digital advertising.

55. Defendant knew the product attributes that potential customers like Plaintiff were seeking and developed its marketing and labeling to directly meet those needs and desires.

56. Defendant's representations about the Product were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant it provided a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria.

57. Defendant's representations affirmed and promised that the Product provided a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria.

58. Defendant described the Product so Plaintiff and consumers believed it provided a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria, which became part of the basis of the bargain that it would conform to its affirmations and promises.

59. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

60. This duty is based on Defendant's outsized role in the market for this type of product, the globally trusted Clorox brand, known for the highest-quality cleaning products.

61. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

62. Plaintiff provides or will provide notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Product's express and implied warranties.

63. Defendant received notice and should have been aware of these issues due to complaints by third-parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

64. The Product did not conform to its affirmations of fact and promises due to Defendant's actions.

65. The Product was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to the promises or affirmations of fact made on the packaging, container, or label, because it was marketed as if it provided a meaningful benefit beyond the standard laundering process in terms



of sanitizing laundry and reducing bacteria.

66. The Product was not merchantable because Defendant had reason to know the particular purpose for which the Product was bought by Plaintiff, because she expected it provided a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria, and she relied on Defendant's skill and judgment to select or furnish such a suitable product.

67. Plaintiff would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

#### Negligent Misrepresentation

68. Defendant had a duty to truthfully represent the Product, which it breached.

69. This duty was non-delegable, based on Defendant's position, holding itself out as having special knowledge and experience in this area, the globally trusted Clorox brand, known for the highest-quality cleaning products.

70. The representations and omissions went beyond the specific representations on the packaging, and incorporated the extra-labeling promises and commitments to quality, transparency and putting customers first, that Defendant has been known for.

71. These promises were outside of the standard representations that other companies may make in a standard arms-length, retail context.

72. The representations took advantage of consumers' cognitive shortcuts made at the point-of-sale and their trust in Defendant.

73. Plaintiff reasonably and justifiably relied on these negligent misrepresentations and omissions, which served to induce and did induce, her purchase of the Product.

Fraud

74. Defendant misrepresented and/or omitted the attributes and qualities of the Product relative to the efficacy of the standard laundering process, which conveyed to Plaintiff it provided a meaningful benefit beyond the standard laundering process in terms of sanitizing laundry and reducing bacteria.

Unjust Enrichment

75. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members, who seek restitution and disgorgement of inequitably obtained profits.

Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

**WHEREFORE**, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Injunctive relief to remove, correct and/or refrain from the challenged practices and representations;
3. Awarding monetary, statutory and/or punitive damages, and interest;
4. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
5. Other and further relief as the Court deems just and proper.

Dated: October 19, 2022

Respectfully submitted,

/s/ Spencer Sheehan

Sheehan & Associates, P.C.  
60 Cuttermill Rd Ste 412  
Great Neck NY 11021  
(516) 268-7080  
spencer@spencersheehan.com

CIVIL COVER SHEET

The JS 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 the rules provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

Wednesday, 19 October 2022 07:32:07 PM
Clerk, U.S. District Court, ILCD

I. (a) PLAINTIFFS

Tiffany Craw, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021-3104 (516) 268-7080

DEFENDANTS

The Clorox Company

County of Residence of First Listed Defendant (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions .

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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): 28 U.S.C. § 1332
Brief description of cause: false advertising

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE October 19, 2022 SIGNATURE OF ATTORNEY OF RECORD /s/Spencer Sheehan

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT

for the
Central District of Illinois

Tiffany Crawl, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

The Clorox Company,

Defendant(s)

Civil Action No. 2:22-cv-02225

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) The Clorox Company
c/o The Corporation Trust Company
1209 N Orange St
Wilmington DE 19801-1120

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: Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021-
3104 (516) 268-7080

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. 2:22-cv-02225

**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 \$ \_\_\_\_\_.

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: