

Eric S. Dwoskin (PHV forthcoming)
DWOSKIN WASDIN LLP
433 Plaza Real, Suite 275
Boca Raton, Florida 33432
Tel.: 561-849-8060
edwoskin@dwowas.com

Robert G. Loewy (SBN 179868)
LAW OFFICES OF ROBERT G. LOEWY, P.C
20 Enterprise, Suite 310
Aliso Viejo, California 92656
Tel.: 949-468-7150
rloewy@rloewy.com
Counsel for Plaintiffs and the Proposed Classes

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SHEILA BREWER, ALEXIS)	Case No.:
CAMPBELL, CATHERINE DONAHUE,)	
and EMILY KOHRING, individually and)	CLASS ACTION COMPLAINT
on behalf of all others similarly situated,)	
)	DEMAND FOR JURY TRIAL
Plaintiffs,)	
vs.)	
)	
THE PERIOD COMPANY,)	
)	
Defendants.)	
)	
)	
)	
)	

1 Sheila Brewer, Alexis Campbell, Catherine Donahue, and Emily Kohring,
 2 individually and on behalf of all others similarly situated (collectively, Plaintiffs), bring
 3 this Class Action Complaint against The Period Company (“TPC” or “Defendant”),
 4 and upon personal knowledge as to Plaintiffs’ own conduct, and on information and
 5 belief as to all other matters based on an investigation by counsel, alleges as follows:

6 **I. NATURE OF THE ACTION**

7 1. This is a civil class action brought by Plaintiffs, individually and on behalf
 8 of all consumers who purchased TPC period underwear (“Period Underwear” or
 9 “Products”), which are used for personal hygiene purposes to collect and/or absorb
 10 menstrual fluid.

11 2. TPC designs, formulates, manufactures, markets, advertises, distributes,
 12 and sells Period Underwear to consumers throughout the United States.

13 3. TPC’s Products are sold on its website, as well as at various online and
 14 brick-and-mortar retailers.

15 4. Consumers, including Plaintiffs, pay a premium for this personal hygiene
 16 product compared to cheaper disposable alternatives such as tampons. This is because
 17 consumers, including Plaintiffs, like an easier, safer, and more environmentally
 18 sustainable approach to feminine hygiene care as compared to traditional single-use
 19 feminine hygiene products.

20 5. TPC differentiates itself in the highly competitive menstrual product
 21 market by uniformly advertising its Products as “waste-free,” “non-toxic,”
 22 “sustainable,” and “kind to the user and to the Planet.”¹ Through its uniform,
 23 widespread, nationwide advertising campaign, TPC has led consumers to believe that
 24

25 ¹ <https://period.co> (TPC Period Underwear is “waste-free” and “non-toxic”);
 26 <https://period.co/pages/our-mission> (TPC is “sustainable” and makes Products that are “kind to the
 27 user and the Planet”); https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1 (TPC Period Underwear are “waste-
 28 free” and “a sustainable sanitary solution” that will help “save the planet”).

1 its Period Underwear is a safe, healthy, and sustainable choice for women and the
2 environment, and that it is free of harmful toxins.

3 6. One area of particular concern to consumers of period underwear is the
4 presence or absence of harmful chemicals, including per- and polyfluoroalkyl
5 substances (“PFAS”).

6 7. PFAS are a group of over 10,000 synthetic chemicals manufactured by
7 humans and known to be harmful to both the environment and to humans.

8 8. PFAS are often referred to as “forever chemicals” because they are highly
9 persistent and do not biodegrade or break down naturally in the environment.

10 9. PFAS chemicals are not environmentally sustainable.

11 10. PFAS chemicals are toxic to humans.

12 11. TPC tells consumers that: “PFAS toxins have been linked to cancer,
13 reproductive and immune system harm and other diseases.”²

14 12. TPC tells consumers that “We don’t know how much PFAS the body
15 absorbs from underwear, but a recent study showed that the absorption of PFAS
16 through the skin is as harmful as when PFAS are ingested orally.”³

17 13. In light of the growing consumer concern surrounding PFAS, a key part
18 of TPC’s marketing is that its Products are free of any PFAS.

19 14. TPC states on its website that its Period Underwear is tested and found to
20 be PFAS-free.⁴



Is Period. underwear safe?

Yes! And thank you for asking because this is a really important conversation.
We’re one of the safest ways you can period. We rigorously third party test every
production and reject any materials that don’t meet our PFAs-free standard. We
would never ever knowingly use anything that contained PFAs.

21
22
23
24
25
26 ² <http://help.period.co/en/articles/4368077-what-s-the-deal-with-pul-and-pfas-toxins-is-it-safe> (last
accessed November 6, 2023)

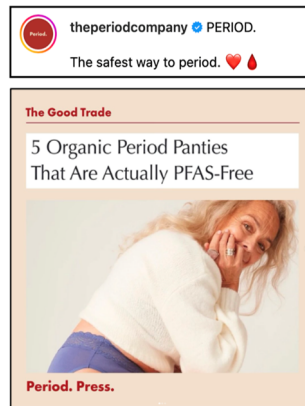
27 ³ <http://help.period.co/en/articles/4368077-what-s-the-deal-with-pul-and-pfas-toxins-is-it-safe> (last
28 accessed November 6, 2023)

⁴ <https://period.co/pages/period-faq> (last visited November 8, 2023)

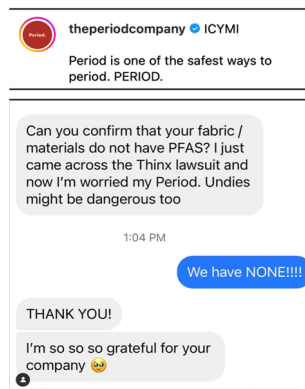
15. TPC states on its Amazon store that its Period Underwear is tested and found to be PFAS-free and toxin-free:⁵

Q: Are Period. Underwear safe?
A: Period. is one of the safest and best ways to period. Our fabrics have been rigorously tested by a third party company to ensure we are PFAS-free and toxin-free. We also have a Chief of Medicine who not only endorses Period., she wears them!

16. TPC states in its social media advertising that its Period Underwear is PFAS-free:⁶



17. TPC sends messages to consumers telling them its Period Underwear is PFAS-free, and then uses those messages as advertisements publicly displayed on TPC's social media platforms:⁷



⁵ https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref_=ast_sto_dp&th=1&psc=1 (last visited November 8, 2023)

⁶ https://www.instagram.com/p/Cvh7NTmJyL4/?img_index=1 (last visited November 8, 2023)

⁷ <https://www.instagram.com/p/CuChLF3xyvU/> (last visited November 8, 2023)

1 18. Reasonable consumers, therefore, fairly and reasonably understand that
2 TPC Products are a safe, healthy, and sustainable choice for women and the
3 environment, and that TPC's Period Underwear is PFAS-free.

4 19. Consumers, including Plaintiffs and Class Members (defined below),
5 were exposed to and relied upon TPC's marketing with respect to these issues when
6 purchasing TPC's Period Underwear.

7 20. TPC's marketing materials are false, deceptive, and misleading.

8 21. In reality, independent testing has confirmed the existence of multiple
9 PFAS chemicals in TPC Period Underwear using industry standard testing. The
10 presence of PFAS chemicals contradicts TPC's pervasive and unvarying
11 representations that its Products are environmentally sustainable, non-toxic, and PFAS-
12 free.

13 22. TPC's misrepresentations were, at best, entirely careless. Upon
14 information and belief: (a) TPC only tests its Period Underwear for less than 1% of the
15 PFAS chemicals known to exist, but nevertheless tells consumers, without
16 qualification, that its Period Underwear is PFAS-free; and (b) TPC does not do
17 adequate testing for the presence of PFAS in its Period Underwear because an industry
18 standard test would demonstrate detectable levels of PFAS in TPC's Products.

19 23. Consumers pay a premium for TPC Period Underwear because of TPC's
20 representations that its products are environmentally sustainable, non-toxic, and PFAS-
21 free.

22 24. TPC's misrepresentations render TPC Period Underwear worthless or, at
23 a minimum, less valuable. If TPC had disclosed to Plaintiffs and Class Members that
24 TPC Period Underwear in fact contained PFAS—and was not environmentally
25 sustainable, non-toxic, and PFAS-free—Plaintiffs and Class Members would not have
26 purchased TPC Period Underwear, or they would have paid less for TPC Period
27 Underwear.

28 25. Accordingly, Plaintiffs and Class Members did not receive the benefit of

1 their bargain and overpaid for TPC Period Underwear.

2 26. Plaintiffs seek damages and equitable remedies for themselves and for the
3 proposed Classes.

4 **II. JURISDICTION AND VENUE**

5 27. This Court has subject-matter jurisdiction over this action pursuant to 28
6 U.S.C. §1332(d)(2), as amended by the Class Action Fairness Act of 2005, because:
7 (a) there are at least 100 class members; (b) the matter in controversy exceeds \$5
8 million, exclusive of interest and costs; and (c) at least one plaintiff is a citizen of a
9 different state than at least one defendant.

10 28. This Court has supplemental jurisdiction over Plaintiffs' state law claims
11 pursuant to 28 U.S.C. §1367.

12 29. This Court has personal jurisdiction over Defendant because its principal
13 place of business is in Los Angeles, California, a substantial part of the acts giving rise
14 to Plaintiffs' claims occurred in Los Angeles, California, and Defendant purposefully
15 availed itself of the laws of the State of California.

16 30. Venue is proper in this District under 28 U.S.C. §1391 because
17 Defendant's principal place of business in this District, a substantial part of the events
18 or omissions giving rise to the claims at issue occurred in this District and because
19 Defendant is subject to the personal jurisdiction of this Court.

20 **III. PARTIES**

21 31. Plaintiff Sheila Brewer is a resident of Richmond Hill, Georgia. As
22 described more fully below, Brewer was exposed to and relied upon TPC's marketing
23 message that TPC Products were environmentally sustainable, non-toxic, and PFAS-
24 free, and purchased TPC Period Underwear during the relevant time period.

25 32. Plaintiff Alexis Campbell is a resident of Orono, Maine. As described
26 more fully below, Campbell was exposed to and relied upon TPC's marketing message
27 that TPC Products were environmentally sustainable, non-toxic, and PFAS-free, and
28 purchased and used TPC Period Underwear during the relevant time period.

1 33. Plaintiff Catherine Donahue is a resident of Los Angeles, California. As
2 described more fully below, Donahue was exposed to and relied upon TPC's marketing
3 message that TPC Products were environmentally sustainable, non-toxic, and PFAS-
4 free, and purchased and used TPC Period Underwear during the relevant time period.

5 34. Plaintiff Emily Kohring is a resident of Auburn, Washington. As
6 described more fully below, Kohring was exposed to and relied upon TPC's marketing
7 message that TPC Products were environmentally sustainable, non-toxic, and PFAS-
8 free, and purchased and used TPC Period Underwear during the relevant time period.

9 35. Defendant The Period Company is a Delaware corporation with its
10 principal place of business located at 6434 Santa Monica Blvd., Los Angeles,
11 California 90038.

12 **IV. GENERAL FACTUAL ALLEGATIONS**

13 36. Plaintiffs bring this action on behalf of themselves and all persons
14 similarly situated who purchased TPC Period Underwear. Plaintiffs seek redress
15 individually and on behalf of those similarly situated for economic losses stemming
16 from their purchase of TPC Period Underwear, including but not limited to, diminished
17 value. Plaintiffs, on behalf of themselves and those similarly situated, seek to recover
18 damages and statutory penalties.

19 **A. Environmental and Health Concerns with Feminine Hygiene** 20 **Products.**

21 37. Until very recently, commercially available feminine hygiene products in
22 the United States were largely limited to disposable tampons and pads.

23 38. Health concerns about feminine hygiene products date back to the 1980s,
24 when tampons were first linked to toxic shock syndrome, a potentially life-threatening
25 condition.⁸

26
27
28 ⁸ *Toxic Shock Syndrome*, Cleveland Clinic, <https://my.clevelandclinic.org/health/diseases/15437-toxic-shock-syndrome> (last accessed Oct. 24, 2023).

1 39. Currently, there is significant public health concern about the chemicals
2 used in feminine hygiene products.⁹ Potential negative health effects stemming from
3 the chemicals in tampons and pads, in addition to environmental concerns related to
4 single-use plastics, have caused many women to seek out alternative menstrual hygiene
5 products.

6 40. Industry research shows that increased demand for alternative menstrual
7 hygiene products has largely been driven by young women in the 18-34-year-old
8 category who cite environmental and health concerns about traditional disposable
9 period products.¹⁰

10 41. According to a study conducted by the sustainability marketing firm
11 Shelton Group, nearly 40% of women aged 18-34 have switched or are considering
12 switching to reusable products to manage their periods.¹¹

13 42. “Sustainability” generally refers to a concern for how the use of resources
14 will impact the environmental, social, and economic health of future generations.

15 43. “Sustainable” products do not adversely impact the environment.

16 44. “Sustainable” products do not adversely impact human health.

17 45. “Sustainable” products are products that can be manufactured, used, and
18 disposed of without adversely impacting the health of the environment for future
19 generations.

20 46. “Sustainable” products do not contain chemicals that are highly persistent
21 and do not biodegrade or naturally break down in the environment.

22 47. If a product contains PFAS, it is not “sustainable.”
23
24

25 ⁹ *New Tampon Testing Reveals Undisclosed Carcinogens and Reproductive Toxins*, Women’s Voices
26 for the Earth, (June 5, 2018), <https://womensvoices.org/2018/06/05/new-tampon-testing-reveals-undisclosed-carcinogens-and-reproductive-toxins/>

27 ¹⁰ Karen McIntyre, *Feminine Hygiene Manufacturers Shift Focus*, (Nov. 8, 2019),
28 https://www.nonwovens-industry.com/issues/2019-11/view_features/feminine-hygiene-manufacturers-shift-focus/

¹¹ *Id.*

1 **B. PFAS Chemicals**

2 48. One area of particular concern to consumers of period underwear is the
3 presence or absence of harmful chemicals, including PFAS. Indeed, the presence of
4 PFAS in period underwear is so material to consumers that TPC dedicates a substantial
5 amount of its marketing resources to promoting its Period Underwear as PFAS-free.

6 49. PFAS are a group of over 10,000 synthetic chemicals manufactured by
7 humans.¹²

8 50. PFAS are commonly referred to as “forever chemicals,” meaning they are
9 highly persistent and do not biodegrade or naturally break down in the environment.¹³

10 51. PFAS chemicals are known to be harmful to the environment and to
11 humans.¹⁴

12
13
14 ¹² Nat’l Inst. of Env’t Health Sciences, *Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)*, Nat’l
15 Insts. of Health U.S. Dept. of Health and Human Servs. (“NIH”),
16 <https://www.niehs.nih.gov/health/topics/agents/pfc/index.cfm> (last visited Nov. 9, 2023) (“PFAS are
17 a group of nearly 15,000 synthetic chemicals”); Elsie M. Sunderland, et al., *A review of the pathways*
18 *of human exposure to poly- and perfluoroalkyl substances (PFASs) and present understanding of*
19 *health effects*, 29 J. Expo Sci. Environ. Epidemiol. 131-47 (2019), DOI: 10.1038/s41370-018-0094-
20 1 (PFAS “manufactured by humans”).

21 ¹³ As an illustration of how “forever” PFAS compounds are, in 1997, when a PFAS manufacturer
22 sought “clean blood samples” to compare to PFAS-tainted samples, the only source of “clean blood”
23 (free of PFAS contamination) was the “preserved blood of soldiers who died in the Korean War,
24 before [PFAS] products spread worldwide.” *Poisoned Legacy*, Environmental Working Group (May
25 1, 2015), <https://www.ewg.org/research/poisoned-legacy>. See also NIH, *supra* at n.11 (“PFAS
26 remain in the environment for an unknown amount of time”); *infra* at n.22 (“All PFAS contain carbon-
27 fluorine bonds—one of the strongest in nature—making them highly persistent in the environment
28 and in our bodies”).

29 ¹⁴ *Id.*; See also Abrahm Lustgarten, et al., *Suppressed Study: The EPA Underestimated Dangers of*
30 *Widespread Chemicals*, InDepthNH.org (June 2018),
31 <https://indepthnh.org/2018/06/21/suppressed-study-the-epa-underestimated-dangers-of-widespread-chemicals/>;
32 Linda S. Birnbaum, *The Perils of PFAS*, Gillings School of Public Health, UNC, (Feb.
33 12, 2021), [https://sph.unc.edu/wp-content/uploads/sites/112/2019/08/The-Perils-of-PFAS-UNC-](https://sph.unc.edu/wp-content/uploads/sites/112/2019/08/The-Perils-of-PFAS-UNC-Final-2.12.21.pdf)
34 [Final-2.12.21.pdf](https://sph.unc.edu/wp-content/uploads/sites/112/2019/08/The-Perils-of-PFAS-UNC-Final-2.12.21.pdf); *Toxicological Profile for Perfluoroalkyls*, Agency for Toxic Substances and
35 Disease Registry, <https://wwwn.cdc.gov/TSP/ToxProfiles/ToxProfiles.aspx?id=1117&tid=237> (last
36 visited Oct. 24, 2023); Nicholas J. Herkert, et. al., “Characterization of Per- and Polyfluorinated Alkyl
37 Substances Present in Commercial Anti-fog Products and Their In Vitro Adipogenic Activity,”
38 *Environ. Sci. Technol.* 2022, 56, 1162-1173, 1162 (“PFAS have been shown to have a number of
39 toxicological effects in laboratory studies and have been associated with thyroid disorders,
40 immunotoxic effects, and various cancers in epidemiology studies.”); Harvard T.H. Chan Sch. Of
41 Pub. Health, *Health risks of widely used chemicals may be underestimated* (June 27, 2018),
42 <https://www.hsph.harvard.edu/news/hsph-in-the-news/pfas-health-risks-underestimated/> (last
43 viewed Oct. 24, 2023).

1 52. On October 18, 2021, underscoring the gravity of the PFAS threat, the
2 Biden-Harris Administration announced “accelerated efforts to protect Americans
3 from per- and polyfluoroalkyl substances (PFAS), which can cause severe health
4 problems and persist in the environment once released, posing a serious threat across
5 rural, suburban, and urban areas.”¹⁵

6 53. While there are thousands of PFAS chemicals in existence, they are all
7 categorized as either “long-chain” or “short-chain” based on the amount of carbon
8 atoms they contain. Long-chain PFAS chemicals contain more than 8 carbon atoms,
9 while any PFAS chemicals containing less than 8 carbon atoms are considered short-
10 chain.

11 54. Two common types of long-chain PFAS are perfluorooctanoic acid
12 (“PFOA”) and perfluorooctane sulfonic acid (“PFOS”).

13 55. In 2016, the National Toxicology Program of the United States
14 Department of Health and Human Services (“NTP”) and the International Agency for
15 Research on Cancer (“IARC”) both released extensive analyses of research regarding
16 the adverse effects of fluorochemicals. The NTP concluded that both PFOA and PFOS
17 are presumed to be an immune hazard to humans.¹⁶

18 56. The United States Environmental Protection Agency (“EPA”) has also
19 recognized the health risks associated with exposure to PFOA and PFOS. In 2016, the
20 EPA established its first health advisory level (“HAL”) for combined PFOS and PFOA
21 in drinking water at 70 ppt.¹⁷ In June of 2022, the EPA introduced new interim health
22 advisories which significantly lowered the HAL for PFOS and PFOA. The 2022 HAL
23

24 ¹⁵ FACT SHEET: Biden-Harris Administration Launches Plan to Combat PFAS Pollution, The White
25 House, (Oct. 18, 2021); <https://bit.ly/3DZvZba>.

26 ¹⁶ See U.S. Dep’t of Health and Human Servs., Nat’l Toxicology Program, NTP Monograph:
27 Immunotoxicity Associated with Exposure to Perfluorooctanoic Acid or Perfluorooctane Sulfonate
(Sept. 2016), at 1, 17, 19, available at
https://ntp.niehs.nih.gov/ntp/ohat/pfoa_pfos/pfoa_pfosmonograph_508.pdf.

28 ¹⁷ Lifetime Health Advisories and Health Effects Support Documents for Perfluorootanic Acid and
Perfluorooctane Sulfonate, 81 Fed. Reg. 101, 33250 (May 25, 2016).

1 for PFOA is .004 ppt and for PFOS is .02 ppt.¹⁸ In setting these new interim HALs, the
2 EPA relied on “data and draft analyses that indicate that the levels at which negative
3 health effects could occur are much lower than previously understood when the agency
4 issued its 2016 health advisories for PFOA and PFOS.”¹⁹ On March 14, 2023, the EPA
5 proposed a new National Primary Drinking Water Regulation (“NPDWR”) that would
6 set the enforceable maximum containment levels (“MCL”) for PFOA and PFOS in
7 drinking water at 4.0 ppt.²⁰ The EPA proposed setting the nonenforceable MCL goal
8 for PFOA and PFOS at zero because there is no dose of either chemical that is
9 considered safe.²¹ However, the MCL was set at 4.0 ppt because that is the lowest
10 reliable detection rate for these chemicals under currently available technology. On
11 September 6, 2022, the EPA also initiated a proposed rulemaking to designate PFOA
12 and PFOS as hazardous substances under the Comprehensive Environmental
13 Response, Compensation, and Liability Act (“CERCLA”).²² In support of this
14 rulemaking, the EPA stated that “evidence indicates that these chemicals may present
15 substantial danger to public health or welfare or the environment when released into
16 the environment.”²³

17 57. Long-chain PFAS chemicals, like PFOA and PFOS, have been phased out
18 of use in the United States and Europe due to their toxicity to humans and the
19 environment.

22 ¹⁸ Lifetime Drinking Water Health Advisories for Four Perfluoroalkyl Substances, 87 Fed. Reg. 118, 36848, 36849 (June 21, 2022).

23 ¹⁹ *Id.*

24 ²⁰ EPA Fact Sheet, *EPA’s Proposal to Limit PFAS in Drinking Water* (Mar. 2023), at 1, available at https://www.epa.gov/system/files/documents/2023-04/Fact%20Sheet_PFAS_NPWDR_Final_4.4.23.pdf.

26 ²¹ Pre-Publication Federal Register Notice: PFAS National Primary Drinking Water Regulation Rulemaking (Mar. 2023), at 2, available at <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>.

28 ²² Designation of Perfluorooctanoic Acid (PFOA) and Perfluorooctanesulfonic Acid (PFOS) as CERCLA Hazardous Substances, 87 Fed. Reg. 171, 54415 (Sept. 6, 2022).

²³ *Id.* at 54417.

1 58. Certain industries have continued to use short-chain PFAS chemicals.

2 59. All PFAS, including both long- and short-chain PFAS, contain carbon-
3 fluorine bonds—one of the strongest in nature—which makes them highly persistent
4 in the environment and in human bodies.²⁴

5 60. Short-chain PFAS chemicals pose similar health and environmental risks
6 as long-chain PFAS chemicals—including bioaccumulation and adverse human health
7 consequences.²⁵

8 61. The U.S. Department of Health and Human Services' National
9 Toxicology Program found that short-chain PFAS have the same adverse effects as
10 their long-chain counterparts.²⁶ Their 2019 studies found that both long and short-chain
11 PFAS affected the same organ systems, with the greatest impact seen in the liver and
12 thyroid hormone.²⁷

13 62. Use of PFAS in the manufacturing of consumer products leads to the
14 accumulation of PFAS in soil, water, and elsewhere in the environment.²⁸

15 63. PFAS chemicals are also known to migrate during laundering, meaning
16 that clothing items which are tainted with PFAS release those chemicals into
17 waterways when they are washed.²⁹

18

19

20 ²⁴ *Id.*

21 ²⁵ Cheryl Hogue, *Short-chain and long-chain PFAS show similar toxicity, US National Toxicology*
22 *Program says*, Chemical & Engineering News, August 24, 2019,
23 <https://cen.acs.org/environment/persistent-pollutants/Short-chain-long-chain-PFAS/97/i33>; *Per-*
24 *and Polyfluoroalkyl Substances (PFAS)*, NATIONAL TOXICOLOGY
PROGRAM, <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last visited Oct. 24,
2023). *See also* Sunderland, *supra* at n.11 (“Lessons learned from legacy PFASs indicate that limited
data should not be used as a justification to delay risk mitigation actions for replacement PFASs”).

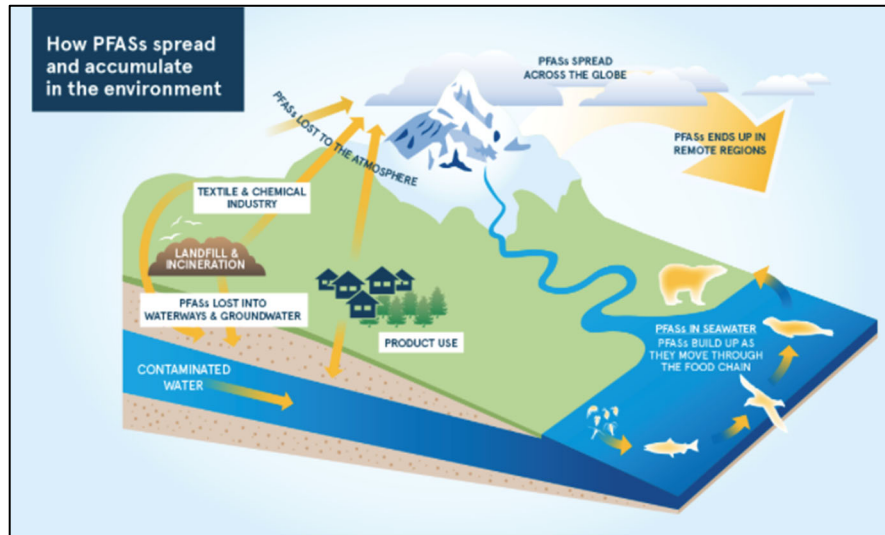
25 ²⁶ *Id.*

26 ²⁷ *Id.*

27 ²⁸ NIH, <https://www.niehs.nih.gov/health/topics/agents/pfc/index.cfm> (last visited Nov. 9, 2023);
Francisca Pérez, et al., *Accumulation of Perfluoroalkyl Substances in Human Tissues*, 59 *Environ.*
28 *Int'l* 354 (2013).

²⁹ *Polyfluoroalkyl substances (PFASs) in textiles for children*, Sec. 5.2.4, Ministry of Environment
and Food, The Danish Environmental Protection Agency,
<https://www2.mst.dk/Udgiv/publications/2015/04/978-87-93352-12-4.pdf>.

64. Once PFAS are introduced into the environment they quickly spread around the globe through multiple pathways, as demonstrated in the figure below:³⁰



65. “The Madrid Statement,” a scientific consensus regarding the persistence and potential for harm of PFAS substances issued by the Green Science Policy Institute and signed by more than 250 scientists from 38 countries, recommended the following actions in order to mitigate future harm: (1) discontinuing use of PFAS where not essential or safer alternatives exist; (2) labeling products containing PFAS; and (3) encouraging retailers and individual consumers to avoid products containing or manufactured using PFAS whenever possible.³¹

66. PFAS chemicals are not environmentally sustainable.

67. PFAS chemicals are not kind to the planet.

68. When disposed, PFAS chemicals are a type of waste.

69. PFAS are toxic to humans, even at very low levels.³²

³⁰ “PFAS Free, What are PFAS?” <https://www.pfasfree.org.uk/about-pfas> (last accessed Oct. 24, 2023).

³¹ *The Madrid Statement*, GREEN SCIENCE POLICY INSTITUTE, <https://greensciencepolicy.org/our-work/science-policy/madrid-statement/> (last visited Oct. 24, 2023).

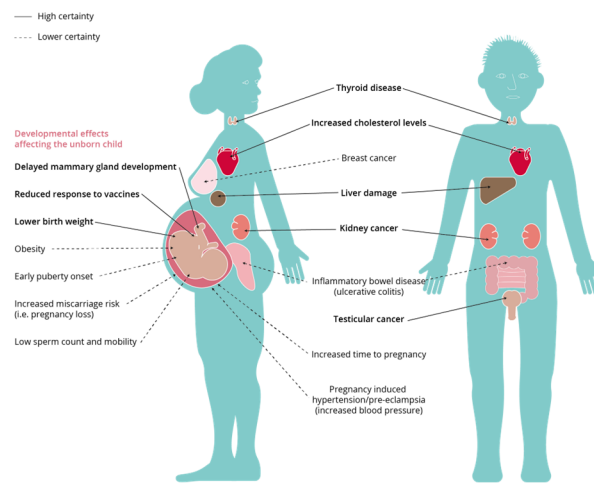
³² Abrahm Lustgarten, et al., *Suppressed Study: The EPA Underestimated Dangers of Widespread Chemicals*, InDepthNH.org (June 201 2018), <https://indepthnh.org/2018/06/21/suppressed-study->

70. PFAS toxins have been linked to cancer, reproductive and immune system harm and other diseases.³³

71. Indeed, “PFAS have been shown to have a number of toxicological effects in laboratory studies and have been associated with thyroid disorders, immunotoxic effects, and various cancers in epidemiology studies.”³⁴

72. Even very small doses of PFAS have been linked to cancer, reproductive and immune system harm and other diseases.³⁵

73. A figure from the European Environmental Agency shows the “effects of PFAS on human health.”³⁶



the-epa-underestimated-dangers-of-widespread-chemicals/; Linda S. Birnbaum, *The Perils of PFAS*, Gillings School of Public Health, UNC, (Feb. 12, 2021), <https://sph.unc.edu/wp-content/uploads/sites/112/2019/08/The-Perils-of-PFAS-UNC-Final-2.12.21.pdf>; *Toxicological Profile for Perfluoroalkyls*, Agency for Toxic Substances and Disease Registry, <https://wwwn.cdc.gov/TSP/ToxProfiles/ToxProfiles.aspx?id=1117&tid=237> (last visited Oct. 24, 2023).

³³ <http://help.period.co/en/articles/4368077-what-s-the-deal-with-pul-and-pfas-toxins-is-it-safe> (last accessed November 6, 2023)

³⁴ Nicholas J. Herkert, et. al., “Characterization of Per- and Polyfluorinated Alkyl Substances Present in Commercial Anti-fog Products and Their In Vitro Adipogenic Activity,” *Environ. Sci. Technol.* 2022, 56, 1162-1173, 1162. See also Harvard T.H. Chan Sch. Of Pub. Health, *Health risks of widely used chemicals may be underestimated* (June 27, 2018), <https://www.hsph.harvard.edu/news/hsph-in-the-news/pfas-health-risks-underestimated/> (last viewed Oct. 24, 2023).

³⁵ <https://www.ewg.org/news-insights/news/study-pfas-exposure-through-skin-causes-harm-similar-ingestion> (last visited November 7, 2023).

³⁶ *Emerging chemical risks in Europe — ‘PFAS’*, EUROPEAN ENVIRONMENT AGENCY (Dec. 12, 2019, last modified May 25, 2023), <https://www.eea.europa.eu/publications/emerging-chemical-risks-in-europe>.

74. A 2020 New York Times article discussed the effect of PFAS exposure to pregnant women and babies, explaining the effects of PFAS on metabolism and immunity:

“[s]cientists think these widely used industrial chemicals may harm pregnant women and their developing babies by meddling with gene regulators and hormones that control two of the body’s most critical functions: metabolism and immunity. ‘And while we understandably focus on highly contaminated communities,’ Dr. Lanphear said, ‘we can predict, based upon all the other evidence, that *there’s unlikely to be any safe level.*’”

(Emphasis added.)³⁷

75. PFAS chemicals are not kind to human bodies.

76. Humans can be exposed to PFAS in a variety of ways, including ingestion, inhalation, and skin absorption.³⁸

77. PFAS exposure through the skin causes harm similar to ingestion.³⁹

78. A recent study showed that the absorption of PFAS through the skin is as harmful as when PFAS are ingested orally.⁴⁰

79. Humans can be exposed to PFAS by using products containing PFAS.⁴¹

80. PFAS in period underwear can expose wearers of the underwear to PFAS.

³⁷ Liza Gross, *These Everyday Toxins May Be Hurting Pregnant Women and Their Babies*, The New York Times, (Sept. 23, 2020), <https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html>.

³⁸ *Per- and Polyfluoroalkyl Substances (PFAS)*, *supra* at n.22.

³⁹ <https://www.ewg.org/news-insights/news/study-pfas-exposure-through-skin-causes-harm-similar-ingestion> (last visited November 7, 2023).

⁴⁰ <http://help.period.co/en/articles/4368077-what-s-the-deal-with-pul-and-pfas-toxins-is-it-safe> (last accessed November 6, 2023).

⁴¹ <https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas> (last visited November 6, 2023).

1 81. TPC does not know how much PFAS the body absorbs from underwear.⁴²

2 **C. Defendant's Products and Representations.**

3 82. TPC, well aware of the demand for reusable, sustainable, and healthy
4 menstrual hygiene products, has become a leader in the alternative menstrual product
5 market.

6 83. TPC Period Underwear are washable, reusable period underwear designed
7 to replace pads and tampons.

8 84. TPC Period Underwear are reusable, durable goods designed to be
9 repeatedly worn, washed and re-worn on multiple occasions, similar to regular
10 underwear.

11 85. TPC markets and advertises its Period Underwear to women across a
12 variety of platforms, including but not limited to, online and social media
13 advertisements.

14 86. TPC tells consumers that its Period Underwear are "sustainable," "kind to
15 the user and to the Planet," and help consumers "save the planet."⁴³

16 87. TPC tells consumers that its Period Underwear are "waste-free."⁴⁴

17 88. TPC tells consumers that its Period Underwear are "non-toxic."⁴⁵

18 89. Consumers have grown increasingly aware of and concerned about the
19
20

21 ⁴² <http://help.period.co/en/articles/4368077-what-s-the-deal-with-pul-and-pfas-toxins-is-it-safe> (last
22 accessed November 6, 2023).

23 ⁴³ [https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-](https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1)
24 [Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1](https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1) ("[O]ur women's underwear are a
25 sustainable sanitary solution ... Whether you're looking to take control of your cycle, save the planet,
or simply pad your wallet - our super absorbent underwear for women can offer you exactly what you
want"); <https://period.co/pages/our-mission> ("THE PERIOD COMPANY believes in sustainability"
and makes products that are "kind to the user and to the Planet.").

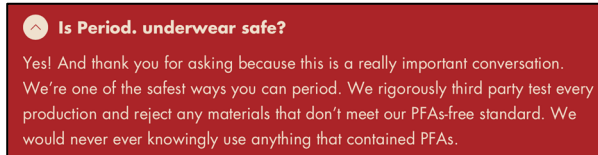
26 ⁴⁴ <https://period.co> ("waste-free") (last visited Nov. 8, 2023); *see also*
27 [https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-](https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1)
28 [Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1](https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref=ast_sto_dp&th=1&psc=1) ("Our revolutionary menstrual
underwear for teen girls and women are the waste-free, affordable, and extra-absorbent option you've
been waiting for.") (last visited Nov. 8, 2023).

⁴⁵ <https://period.co> ("non-toxic") (last visited Nov. 8, 2023).

1 presence of PFAS in the products they use.⁴⁶

2 90. In light of the growing consumer concern surrounding PFAS, a key part
3 of TPC's marketing is that its Products are free of any PFAS.

4 91. TPC states on its website that its Period Underwear is tested and found to
5 be PFAS-free.⁴⁷



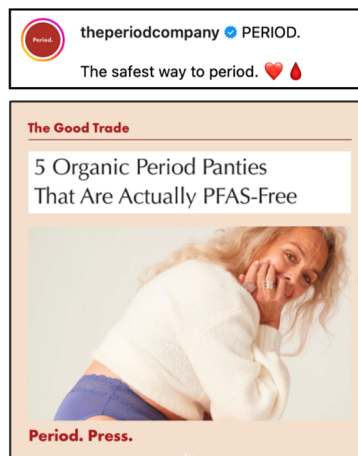
9 92. TPC states on its Amazon store that its Period Underwear is tested and
10 found to be PFAS-free and toxin-free.⁴⁸

11

12

13

14 93. TPC states in its social media advertising that its Period Underwear is
15 PFAS-free.⁴⁹



24

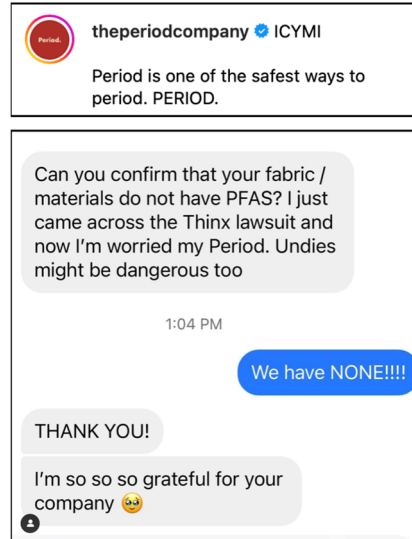
25 ⁴⁶ LastWeekTonight, *PFAS: Last Week Tonight with John Oliver (HBO)*, YouTube (Oct. 4, 2021),
26 <https://www.youtube.com/watch?v=9W74aeuqsiU>.

27 ⁴⁷ <https://period.co/pages/period-faq> (last visited November 8, 2023).

28 ⁴⁸ https://www.amazon.com/Period-Company-Bikini-Style-Super-Absorbent-Underwear/dp/B09356C4FT?ref_=ast_sto_dp&th=1&psc=1 (last visited November 8, 2023).

⁴⁹ https://www.instagram.com/p/Cvh7NTmJyL4/?img_index=1 (last visited November 8, 2023).

1 94. TPC sends messages to consumers telling them its Period Underwear is
 2 PFAS-free, and then proudly displays those messages publicly on TPC's social media
 3 platforms.⁵⁰



13 95. TPC is aware of consumer demand for personal care products that are free
 14 from ingredients suspected or known to cause harm to humans and the environment,
 15 which is why it has consistently marketed TPC as environmentally friendly and
 16 sustainable, non-toxic, and PFAS-free.

17 96. The obvious implication of TPC's marketing is to convince consumers
 18 that TPC is thoughtful and intentional about delivering Products that are free of
 19 chemicals harmful to humans and the environment, including PFAS chemicals.

20 97. In light of TPC's uniform, pervasive marketing, reasonable consumers
 21 would not expect any amount of PFAS to be included in TPC Period Underwear.

22 **D. Laboratory Testing Identified PFAS Chemicals in TPC Period**
 23 **Underwear.**

24 98. Contrary to TPC's representations, and a reasonable consumers'
 25 expectation of sustainable, non-toxic, and PFAS-free products, TPC Period Underwear
 26 contains PFAS chemicals.

27
 28 ⁵⁰ <https://www.instagram.com/p/CuCkLF3xyvU/> (last visited November 8, 2023)

1 99. In September 2023, TPC Period Underwear was tested by an independent,
2 third-party laboratory to determine whether it contained PFAS chemicals.

3 100. The method used in the testing is the industry standard for identifying
4 PFAS compounds in consumer products, like TPC Period Underwear.

5 101. The independent testing identified multiple PFAS chemicals in TPC
6 Period Underwear.

7 102. On information and belief, during the relevant time period, TPC Period
8 Underwear was manufactured similarly and in the same facilities.

9 103. On information and belief, the TPC Period Underwear subject to the
10 independent testing was manufactured similarly and in the same facilities as the TPC
11 Period Underwear purchased by Plaintiffs and the Class Members.

12 **E. TPC’s Pervasive Marketing Campaign Is False and Deceptive.**

13 104. The presence of PFAS in TPC Period Underwear is inconsistent with
14 TPC’s marketing and advertising, as described above.

15 105. Given the presence of PFAS in TPC Period Underwear, TPC’s uniform
16 and pervasive marketing is false, deceptive and misleading, including, for example,
17 because TPC Period Underwear is *not* (a) environmentally “sustainable”; (b) “kind to
18 ... the Planet”; (c) “waste-free”; (d) “non-toxic”; or (d) PFAS-free.

19 106. As a result, TPC’s uniform and pervasive advertising and marketing of
20 TPC Period Underwear is false and deceptive.

21 **F. Economic Injury to Plaintiff and the Classes from the Diminished**
22 **Value of TPC Period Underwear**

23 107. No reasonable consumer would expect that a product line marketed as
24 sustainable, non-toxic, and PFAS-free, would in fact contain PFAS.

25 108. No reasonable consumer would have purchased, or paid as much for, TPC
26 Period Underwear had they known the Products contained harmful chemicals linked to
27 environmental harm and adverse health effects in humans.

28 109. Plaintiffs and the Classes were injured economically when they purchased

1 TPC Period Underwear, including because they (a) did not receive the benefit of their
2 bargain, and instead purchased Period Underwear that contained PFAS and was
3 therefore not environmentally friendly and sustainable, non-toxic, and PFAS-free, and
4 (b) paid a higher purchase price than they would have paid had the presence of PFAS
5 been disclosed.

6 110. As alleged herein, Plaintiffs and the Classes received something worth
7 less than what they paid for and did not receive the benefit of their bargain. They paid
8 for period underwear that was environmentally friendly and sustainable, non-toxic, and
9 PFAS-free, but they received none of these things.

10 111. Accordingly, Plaintiffs and the Classes were harmed and suffered actual
11 damages, including economic losses.

12 **G. Plaintiffs' Experiences**

13 112. Plaintiff Sheila Brewer ("Brewer") is a resident of Richmond Hill,
14 Georgia. Brewer purchased a pair of TPC Period Underwear from a Walmart in
15 Savannah, Georgia in, to the best of her recollection, May 2023. Brewer was exposed
16 to TPC's advertising prior to purchasing TPC Period Underwear, and, in deciding to
17 purchase the Product, relied on TPC's representations that the Product was
18 environmentally sustainable, non-toxic and PFAS-free. Brewer was willing to pay the
19 price she paid for TPC's Product because she believed it was environmentally
20 sustainable, non-toxic, and free of PFAS and other harmful chemicals. Prior to her
21 purchase, TPC never disclosed to Brewer that TPC's Period Underwear contained
22 PFAS chemicals, and was therefore not PFAS-free, non-toxic, and environmentally
23 sustainable. If Brewer had been aware of the presence of harmful chemicals in TPC's
24 Products, like PFAS, she would not have purchased the Products or would have paid
25 significantly less for the Products. Therefore, she was overcharged for the Products and
26 did not receive the benefit of her bargain. As a result of TPC's conduct, Brewer has
27 incurred damages, including economic damages.

28 113. Plaintiff Alexis Campbell ("Campbell") is a citizen of Maine, residing in

1 Orono. She purchased three pairs of TPC Period Underwear for approximately
2 \$30. Campbell purchased the Products in June 2023 from TPC's online
3 website. Campbell was exposed to TPC's advertising prior to purchasing TPC Period
4 Underwear, and relied on TPC's representations that the Products were
5 environmentally sustainable, non-toxic and PFAS-free in deciding to purchase the
6 Products. Indeed, Campbell was willing to pay the price she paid for the Products
7 because she believed TPC Period Underwear was environmentally sustainable, non-
8 toxic, and did not contain PFAS or other harmful chemicals. Prior to her purchase,
9 TPC never disclosed to Campbell that TPC Period Underwear contained PFAS
10 chemicals, and was therefore not PFAS-free, safe for her and for the environment, and
11 non-toxic. Prior to her purchase, Plaintiff Campbell was unaware of the presence of
12 harmful chemicals in the Products, like PFAS. If Plaintiff Campbell had been aware of
13 the presence of harmful chemicals in the Products, like PFAS, she would not have
14 purchased the Products or would have paid less for them. Therefore, she was
15 overcharged for the Products and did not receive the benefit of her bargain. As a result
16 of TPC's conduct, Campbell has incurred damages, including economic damages.

17 114. Plaintiff Catherine Donahue ("Donahue") is a resident of Los Angeles,
18 California. Donahue purchased two pairs of TPC Period Underwear in February 2023
19 from TPC's online website for approximately \$20. Donahue was exposed to TPC's
20 advertising prior to purchasing TPC underwear, and, in deciding to purchase the
21 Products, relied on TPC's representations that the product was environmentally
22 sustainable, non-toxic and PFAS-free. Donahue was willing to pay the price she paid
23 for TPC's Products because she believed they were environmentally sustainable, non-
24 toxic, and free of PFAS and other harmful chemicals. Prior to her purchase, TPC never
25 disclosed to Donahue that TPC's Period Underwear contained PFAS chemicals, and
26 was therefore not PFAS-free, non-toxic, and environmentally sustainable. If Donahue
27 had been aware of the presence of harmful chemicals in TPC's Products, like PFAS,
28 she would not have purchased the Products or would have paid significantly less for

1 the Products. Therefore, she was overcharged for the Products and did not receive the
2 benefit of her bargain. As a result of TPC's conduct, Donahue has incurred damages,
3 including economic damages.

4 115. Plaintiff Emily Kohring ("Kohring") is a resident of Auburn,
5 Washington. In or about July 2023, Kohring purchased The Period Company ("TPC")
6 period underwear from Federal Way Supercenter in Federal Way,
7 Washington. Kohring was exposed to TPC's advertising prior to purchasing TPC
8 underwear, and, in deciding to purchase the product, relied on TPC's representations
9 that the product was environmentally sustainable, non-toxic and PFAS-free. Kohring
10 was willing to pay the price she paid for TPC's product because she believed it was
11 environmentally sustainable, non-toxic, and free of PFAS and other harmful
12 chemicals. Prior to her purchase, TPC never disclosed to Kohring that TPC's period
13 underwear contained PFAS chemicals, and was therefore not PFAS-free, non-toxic,
14 and environmentally sustainable. If Kohring had been aware of the presence of harmful
15 chemicals in TPC's products, like PFAS, she would not have purchased the products
16 or would have paid significantly less for the products. Therefore, she was overcharged
17 for the products and did not receive the benefit of her bargain. As a result of TPC's
18 conduct, Kohring has incurred damages, including economic damages.

19 **H. Defendant's Knowledge, Misrepresentations, Omissions, and**
20 **Concealment of Material Facts Deceived Plaintiffs and Reasonable**
21 **Consumers.**

22 116. At all times relevant to this action, Defendant knew, or at minimum should
23 have known, that TPC Period Underwear contains PFAS.

24 117. TPC's misrepresentations and omissions appear to be intentional or
25 otherwise entirely careless.

26 118. Upon information and belief, TPC only tests its Period Underwear for less
27 than 1% of the over 10,000 PFAS chemicals known to exist.

28 119. TPC does not do adequate testing for the presence of PFAS in its Period

1 Underwear because an industry standard test would demonstrate detectable levels of
2 PFAS in TPC's Products.

3 120. On information and belief, a scientist at Duke University warned TPC that
4 "you can't claim that your products contain zero PFAS," including because "[t]here are
5 over 10,000" PFAS compounds in existence and TPC "only tests for 30 compounds."⁵¹
6 In other words, TPC was on notice that it had only tested its Period Underwear for less
7 than 1% of the PFAS chemicals in existence, but it nevertheless told consumers,
8 without qualification, that its Period Underwear were PFAS-free. And TPC continues
9 to market its Products as PFAS-free to this day.

10 121. At minimum, Defendant should have discovered the presence of PFAS in
11 the course of its manufacturing process based on Defendant's purported commitment
12 to the sustainability and non-toxicity of the Products, as alleged herein.

13 122. Defendant has engaged in deceptive, untrue, and misleading advertising
14 by making representations regarding the sustainability and non-toxic nature of the
15 Products.

16 123. Defendant made assurances regarding the sustainability and non-toxicity
17 of its Products without disclosing to consumers that the Products contain PFAS
18 chemicals.

19 124. Additionally, although TPC Period Underwear was found to contain
20 PFAS, nothing in the Products' advertising otherwise insinuates, states, or warns that
21 the Products contain PFAS. Again, such misrepresentations and omissions mislead
22 consumers regarding the sustainability and non-toxicity of the Product.

23
24
25 ⁵¹ <https://www.instagram.com/p/CuCkLF3xyvU/> (user "hannah_metzger" commenting on TPC's
26 PFAS-free marketing stating "There are over 10,000 [PFAS chemicals] discovered to date, the
27 overwhelming majority of which cannot be tested for with current technology. So no, you can't claim
28 that your products contain zero PFAS. In fact, your third-party biotech company Intertek only tests
for 30 compounds..."); *see also* <https://globalhealth.duke.edu/student-showcases/epigenetic-implications-chronic-pfoa-exposure-shanghai-birth-cohort-study> (the same individual publishing a poster regarding a PFAS exposure study in connection with the Duke University Global Health Institute).

1 125. Rather, to capitalize on increasing consumer demand for sustainable and
2 non-toxic menstrual products which are free from harmful chemicals like PFAS,
3 Defendant has knowingly and willfully deployed a concerted strategy to distinguish its
4 Products from competing options in the highly competitive menstrual product industry
5 by representing TPC as a sustainable and non-toxic brand and TPC Period Underwear
6 as a sustainable and non-toxic product.

7 126. Throughout the class period, Defendant has targeted environmentally- and
8 health-conscious consumers by falsely and misleadingly representing that the Products
9 are sustainable and non-toxic. Consequently, reasonable consumers believe the
10 Products are free of chemicals which are known or suspected to harm the environment
11 and human health.

12 127. Defendant's strategy to stay aligned with consumer preferences in order
13 to retain a competitive advantage in the marketplace, which includes representing to
14 sell menstrual products which are sustainable and non-toxic, would inevitably be
15 negatively impacted if it disclosed the presence of PFAS in its Products.

16 128. Consumers lack the expertise to ascertain the true composition of the
17 Products prior to purchase. Accordingly, reasonable consumers must, and do rely on
18 Defendant to advertise their products accurately and honestly and not contradict those
19 representations by using harmful chemicals in the Products that are known or suspected
20 to the environment and human health. Such misrepresentations are material to
21 reasonable consumers' purchasing decisions.

22 129. Defendant's representations that the Products are a sustainable, healthy
23 and non-toxic product, including, inter alia, the representations described herein, are
24 false because products containing toxic chemicals like PFAS are not sustainable or
25 healthy and are toxic.

26 130. Consumers reasonably relied on Defendant's false statements and
27 misleading representations, and reasonably expected that Defendant's Products would
28 conform with its representations and, as such, would not contain harmful PFAS

1 chemicals.

2 131. If Defendant had disclosed to Plaintiffs and putative Class Members that
3 its Products contained PFAS chemicals and were therefore not sustainable, not healthy
4 for our bodies and the environment, and not PFAS-free, Plaintiffs and putative Class
5 Members would not have purchased the Products or they would have paid less for them.

6 132. Plaintiffs and Class Members were among the intended recipients of
7 Defendant's deceptive representations and omissions described herein.

8 133. Defendant's representations and omissions, as described herein, are
9 material in that a reasonable person would attach importance to such information and
10 would be induced to act upon such information in making purchase decisions.

11 134. The materiality of the representations described herein also establishes
12 causation between Defendant's conduct and the injuries Plaintiffs and the Class
13 Members sustained.

14 135. Defendant is aware that consumers are concerned about the use of PFAS
15 in period underwear, yet it has continued to market and advertise its Products as
16 sustainable and healthy, and free of harmful chemicals like PFAS, in order to profit off
17 of unsuspecting consumers, including Plaintiffs and Class Members.

18 136. The presence of PFAS chemicals in the Products is entirely inconsistent
19 with Defendant's uniform representations.

20 137. If Defendant had adequately tested the Products for PFAS and other
21 harmful chemicals as it claims, it would have discovered that the Products contain
22 PFAS.

23 138. Defendant's knowingly false and misleading representations have the
24 intended result of convincing reasonable consumers that its Products are sustainable
25 and non-toxic and therefore do not contain toxic chemicals. No reasonable consumer
26 would consider Defendant's Products sustainable and non-toxic if they knew that the
27 Products contained PFAS chemicals.

28 139. Defendant's false, misleading, and deceptive representations, as described

1 herein, are likely to continue to deceive and mislead reasonable consumers and the
2 general public. Indeed, they have already deceived and misled Plaintiffs and Class
3 Members.

4 140. In making the false, misleading, and deceptive representations, Defendant
5 knew and intended consumers would pay a premium for the Products over comparable
6 products that are not marketed as sustainable and non-toxic.

7 141. When Plaintiffs purchased the Products, Plaintiffs did not know, and had
8 no reasonable means of discovering, that TPC Period Underwear contained harmful
9 PFAS chemicals.

10 142. Plaintiffs and Class Members all paid money for the Products, however,
11 they did not obtain the full value of the advertised Product due to Defendant's
12 misrepresentations and omissions as detailed herein. Plaintiffs and Class Members
13 purchased, purchased more of, or paid more for, the Products than they would have had
14 they known the truth that TPC Period Underwear contained harmful chemicals. Thus,
15 Plaintiffs and Class Members have suffered injury in fact and lost money or property
16 as a result of Defendant's wrongful conduct.

17 143. If Defendant had disclosed to Plaintiffs and Class Members that the
18 Products contained PFAS and thus risked consumer exposure to PFAS, Plaintiffs and
19 putative Class Members would not have purchased the Products or they would have
20 paid less for it.

21 **V. TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

22 144. Defendant made, and continues to make, affirmative misrepresentations
23 to consumers that the Products contain no PFAS or other harmful chemicals.

24 145. Defendant concealed material facts that would have been important to
25 Plaintiffs and Class Members in deciding whether to purchase the Products.

26 146. Defendant was on notice that the testing it relied on in support of its PFAS-
27 free representations only capable of detecting a tiny fraction of the total number of
28 PFAS chemicals in existence.

1 147. Defendant did not disclose that the testing it relied on in support of those
2 statements was limited and not capable of determining whether or not the Products
3 were in fact PFAS-free.

4 148. Defendant did not disclose to consumers that the Products in fact contain
5 PFAS.

6 149. Defendant's concealment deceived reasonable consumers, including
7 Plaintiffs and Class Members. Accordingly, Plaintiffs and Class Members reasonably
8 relied upon Defendant's concealment of these material facts and suffered injury as a
9 proximate result of that justifiable reliance.

10 150. The PFAS in TPC Products was not reasonably detectible to Plaintiffs and
11 Class Members. Accordingly, Plaintiffs and Class Members' lack of awareness was
12 not attributable to a lack of diligence on their part.

13 151. As a result of Defendant's active concealment of the PFAS and/or failure
14 to inform Plaintiffs and Class Members of the PFAS, any and all applicable statutes of
15 limitations otherwise applicable to the allegations herein have been tolled.

16 **VI. PRE-SUIT NOTICE**

17 152. On November 9, 2023 prior to the filing of this Complaint, Plaintiff
18 Donahue and California Class Members and Plaintiff Campbell and Maine Class
19 Members put Defendant on written notice of their claims arising from violations of
20 numerous provisions of California and Maine law, including the California Consumer
21 Legal Remedies Act ("CLRA"), California Civil Code § 1770, *et seq.*, and ME. REV.
22 STAT. tit. 5, §213(1-A), as well as other causes of action. Defendant has not responded.

23 153. Plaintiffs' and the other Class members' claims against Defendant under
24 the CLRA and ME. REV. STAT. tit. 5, §213(1-A) right now are for injunctive relief only.
25 If Defendant fails to correct or agree to correct the actions described in the notice letter,
26 Plaintiffs will amend this Complaint to include all compensatory and monetary
27 damages against them to which Plaintiffs and the other Class members are entitled.
28

1 **VII. CLASS ALLEGATIONS**

2 154. The Plaintiffs bring this action individually and as representatives of all
3 those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on
4 behalf of five proposed classes defined as follows:

5 **Nationwide Class:** During the fullest period allowed by law, all persons residing
6 in the United States who purchased the Products.

7 **California Class:** During the fullest period allowed by law, all persons residing
8 in California who purchased the Products.

9 **Georgia Class:** During the fullest period allowed by law, all persons residing in
10 Georgia who purchased the Products.

11 **Maine Class:** During the fullest period allowed by law, all persons residing in
12 Maine who purchased the Products.

13 **Washington Class:** During the fullest period allowed by law, all persons
14 residing in Washington who purchased the Products.

15 155. A nationwide class is properly certified in California because TPC is
16 headquartered in California and the majority of the conduct and facts that form the
17 basis for Plaintiffs' claims took place in and/or emanated from California.

18 156. Specifically excluded from these definitions are: (1) Defendant, any entity
19 in which Defendant has a controlling interest, and its legal representatives, officers,
20 directors, employees, assigns and successors; (2) the Judge to whom this case is
21 assigned and any member of the Judge's staff or immediate family; and (3) Class
22 Counsel.

23 157. Plaintiffs reserve the right to modify the class definitions, if necessary, to
24 include additional menstrual products manufactured by Defendant with PFAS.

25 158. Numerosity: Class Members are so numerous that joinder of all Members
26 is impracticable. While the exact number of Class Members is presently unknown, it
27 likely consists of tens of thousands of people geographically disbursed throughout the
28 United States. The number of Class Members can be determined by sales information

1 and other records. Moreover, joinder of all potential Class Members is not practicable
2 given their numbers and geographic diversity. Class Members are readily identifiable
3 from information and records in the possession of Defendant and its authorized
4 distributors and retailers.

5 159. Typicality: The claims of the representative Plaintiffs are typical in that
6 Plaintiffs, like all Class Members, purchased the Products that was formulated,
7 manufactured, marketed, advertised, distributed, and sold by Defendant. Plaintiffs, like
8 all Class Members, have been damaged by Defendant's misconduct in that, *inter alia*,
9 they have incurred or will continue to incur damage as a result of overpaying for the
10 Products that was manufactured with harmful chemicals, which makes the Products not
11 what reasonable consumers were intending to purchase. Furthermore, the factual basis
12 of Defendant's misconduct is common to all Class Members because it engaged in
13 systematic fraudulent behavior that was deliberate, includes negligent misconduct, and
14 results in the same injury to all Class Members.

15 160. Commonality: Common questions of law and fact exist as to all Class
16 Members. These questions predominate over questions that may affect only individual
17 Class Members because Defendant acted on grounds generally applicable to all Class
18 Members. Such common legal or factual questions include, *inter alia*:

- 19 a) Whether the Products contain PFAS;
- 20 b) Whether Defendant's practices in marketing the Products tends to
21 mislead reasonable consumers into believing that the Products are
22 environmentally friendly and sustainable;
- 23 c) Whether the Products are, in fact, environmentally friendly and
24 sustainable given that they contain PFAS;
- 25 d) Whether Defendant's practices in marketing the Products tends to
26 mislead reasonable consumers into believing that the Products are
27 non-toxic and free of harmful chemicals;
- 28

- e) Whether the Products are, in fact, non-toxic and free of harmful chemicals given that they contain PFAS;
- f) Whether Defendant's practices in marketing the Products tends to mislead reasonable consumers into believing that the Products are PFAS-free;
- g) Whether the Products are, in fact, PFAS-free given that they contain PFAS;
- h) Whether Defendant omitted or failed to disclose material information to Plaintiffs and Class Members regarding the Products;
- i) Whether Defendant concealed from and/or failed to disclose to Plaintiffs and Class Members that the testing Defendant relied on as a basis for its marketing representations was incapable of determining whether the Products were, in fact, PFAS-free;
- j) Whether Defendant concealed from and/or failed to disclose to Plaintiffs and Class Members that harmful chemicals are used in its Products;
- k) Whether Defendant breached the implied warranty of merchantability relating to the Products;
- l) Whether Defendant breached express warranties relating to the Products;
- m) Whether Defendant was negligent in its failure to adequately test the Products;
- n) Whether Defendant made negligent misrepresentations about the Products;
- o) Whether Defendant engaged in unfair, unconscionable, or deceptive trade practices by selling and/or marketing the Products;

- 1 p) Whether Defendant engaged in false or misleading advertising by
2 selling and/or marketing the Products containing harmful
3 chemicals;
4 q) Whether Plaintiffs and Class Members are entitled to damages,
5 including compensatory, exemplary, and statutory damages, and
6 the amount of such damages;
7 r) Whether Plaintiffs and Class Members either paid a premium for
8 the Products that they would not have paid but for the false
9 marketing of the Products or would not have purchased them at all;
10 s) Whether Plaintiffs and the other Class Members have been injured
11 and the proper measure of their losses as a result of those injuries;
12 and
13 t) Whether Plaintiffs and the other Class Members are entitled to
14 injunctive, declaratory, or other equitable relief.

15 161. Adequate Representation: Plaintiffs will fairly and adequately protect the
16 interests of Class Members. They have no interests antagonistic to those of Class
17 Members. Plaintiffs retained attorneys experienced in the prosecution of class actions,
18 including consumer and product PFAS class actions, and Plaintiffs intend to prosecute
19 this action vigorously.

20 162. Injunctive/Declaratory Relief: The elements of Rule 23(b)(2) are met.
21 Declaratory and injunctive relief is appropriate in this matter. Defendant has acted or
22 refused to act on grounds generally applicable to Plaintiffs and the other Class
23 members, thereby making appropriate final injunctive relief and declaratory relief, as
24 described herein, with respect to the Class members as a whole. Unless a class-wide
25 injunction is issued, Defendant will continue to, or allow its resellers to, advertise,
26 market, promote, and sell the Product in an unlawful and misleading manner, as
27 described throughout this Complaint, and members of the Classes will continue to be
28 misled, harmed, and denied their rights under the law.

1 163. Plaintiffs have standing to make this claim because they may purchase
2 another Products provided that did not contain the PFAS. Defendant has acted and
3 refused to act on grounds that apply generally to the Classes, such that final injunctive
4 relief and corresponding declaratory relief is appropriate respecting the Classes as a
5 whole.

6 164. If Defendant is allowed to continue the practices of manufacturing,
7 marketing and selling the Products with the PFAS, and failing to disclose the PFAS to
8 consumers, unless injunctive or declaratory relief is granted, Plaintiffs and the Classes
9 will not have a plain, adequate, speedy, or complete remedy at law to address all of the
10 wrongs alleged herein.

11 165. Plaintiffs further seek injunctive and declaratory relief requiring
12 Defendant to cease its unfair, deceptive and unlawful conduct, including the following:

- 13 a) Undertake an immediate public information campaign to inform
14 consumers the truth about the PFAS, including at the time of sale
15 of the Products;
16 b) Adequately disclose the PFAS to consumers at the time of sale of
17 the Products; and
18 c) Remove the PFAS.

19 166. Plaintiffs also seeks a declaration that the Products contains PFAS, which
20 existed at the time of sale of the Products to consumers, which was known to Defendant
21 and unknown to consumers.

22 167. Plaintiffs and Class Members have been harmed and will experience
23 irreparable future harm should Defendant's conduct not be enjoined because they will
24 be unable to properly replace their Products with sustainable and non-toxic replacement
25 Products, and will have to bear the costs associated with the PFAS if Defendant
26 continues to fail and refuse to provide adequate remuneration to consumers as a result
27 of the PFAS, which exists at the time of sale of the Products.

28 168. Predominance and Superiority: Plaintiffs and Class Members all suffered

1 and will continue to suffer harm and damages as a result of Defendant's unlawful and
 2 wrongful conduct. A class action is superior to other available methods for the fair and
 3 efficient adjudication of the controversy. Absent a class action, Class Members would
 4 likely find the cost of litigating their claims prohibitively high and would therefore
 5 have no effective remedy at law. Because of the relatively small size of their individual
 6 claims, it is likely that few Class Members could afford to seek legal redress for
 7 Defendant's misconduct. Absent a class action, Class Members will continue to incur
 8 damages, and Defendant's misconduct will continue without remedy. Class treatment
 9 of common questions of law and fact would also be a superior method to multiple
 10 individual actions or piecemeal litigation in that class treatment will conserve the
 11 resources of the courts and the litigants and will promote consistency and efficiency of
 12 adjudication.

13 169. Plaintiffs know of no difficulty to be encountered in the maintenance of
 14 this action that would preclude its maintenance as a class action.

15 170. Defendant acted or refused to act on grounds generally applicable to the
 16 Classes, thereby making appropriate final injunctive relief or corresponding
 17 declaratory relief with respect to the Classes appropriate.

18 **VIII. CAUSES OF ACTION**

19 **CLAIMS ASSERTED ON BEHALF OF THE NATIONWIDE CLASS**

20 **Nationwide Count 1: Breach of Implied Warranty**

21 **(On Behalf of Plaintiffs and the Nationwide Class and, in the Alternative, the**
 22 **State classes)**

23 171. Plaintiffs bring this count on behalf of themselves and the Nationwide
 24 Class, or in the alternative, state classes, and repeat and re-allege all previous
 25 paragraphs, as if fully included herein.

26 172. Defendant is a merchant and was at all relevant times involved in the
 27 manufacturing, distributing, warranting, and/or selling of the Products.

28 173. The Products are goods within the relevant laws and Defendant knew or

1 had reason to know of the specific use for which the Products, as goods, were
2 purchased.

3 174. The implied warranty of merchantability included with the sale of each
4 Products product means that Defendant warranted that the Products would be fit for the
5 ordinary purposes for which the Products were used and sold, and were not otherwise
6 injurious to consumers, that the Products would pass without objection in the trade, be
7 of fair and average quality, and conform to the promises and affirmations of fact made
8 by Defendant. This implied warranty of merchantability is part of the basis for the
9 benefit of the bargain between Defendant, and Plaintiffs, and Class Members.

10 175. Defendant breached the implied warranty of merchantability because the
11 Products are not fit for their ordinary purpose of providing reasonably environmentally
12 sustainable, non-toxic, and PFAS-free menstrual products for consumers, *inter alia*,
13 the Products contain harmful chemicals which cannot reasonably be characterized as
14 environmentally sustainable, non-toxic, and PFAS-free.

15 176. The aforementioned problems associated with the Products constitute
16 non-sustainable and toxic non-PFAS-free menstrual products, and therefore, there is a
17 breach of the implied warranty of merchantability.

18 177. Defendant's warranty expressly applies to the original purchaser and any
19 succeeding owner of the Products, creating privity between Defendant on the one hand,
20 and Plaintiffs and Class Members on the other.

21 178. Nonetheless, privity is not required because Plaintiffs and Class Members
22 are the intended beneficiaries of Defendant's warranties and its sale through retailers.
23 Defendant's retailers were not intended to be the ultimate consumers of the Products
24 and have no rights under the warranty agreements. Defendant's warranties were
25 designed for and intended to benefit the consumer only and Plaintiffs and Class
26 Members were their intended beneficiaries.

27 179. More specifically, Defendant's intention that its warranties apply to
28 Plaintiffs and Class Members as third-party beneficiaries is evident from the statements

1 contained in its product literature, including its warranty. Likewise, it was reasonably
2 foreseeable that Plaintiffs and Class Members would be the intended beneficiaries of
3 the Products and warranties.

4 180. Defendant impliedly warranted that the Products were of merchantable
5 quality and fit for such use. These implied warranties included, among other things: (i)
6 a warranty that the Products manufactured, supplied, distributed, and/or sold by
7 Defendant were environmentally sustainable, non-toxic, and/or PFAS-free; and (ii) a
8 warranty that the Products would be fit for their intended use while they were being
9 used by consumers.

10 181. Contrary to the applicable implied warranties, the Products, at the time of
11 sale and thereafter, were not fit for their ordinary and intended purpose of providing
12 Plaintiffs and Class Members with environmentally sustainable, non-toxic, and PFAS-
13 free menstrual products. Instead, the Products suffered, and continues to suffer, from a
14 formulation, design and/or manufacture containing PFAS, as alleged herein.

15 182. Defendant's failure to adequately replace the harmful Products caused the
16 warranty to fail in its essential purpose.

17 183. Defendant breached the implied warranties because the Products were
18 sold with the PFAS, which substantially reduced and/or prevented the Products from
19 being environmentally sustainable, non-toxic, and PFAS-free.

20 184. As a direct and proximate result of the foregoing, Plaintiffs and Class
21 Members suffered, and continue to suffer, financial damage and injury, and are entitled
22 to all damages, in addition to costs, interest and fees, including attorneys' fees, as
23 allowed by law.

24 **Nationwide Count 2: Breach of Express Warranty**

25 **(On Behalf of Plaintiffs and the Nationwide Class and, in the Alternative, the**
26 **State classes)**

27 185. Plaintiffs bring this count on behalf of themselves and the Nationwide
28 Class, or in the alternative, state classes, and repeat and re-allege all previous

1 paragraphs, as if fully included herein.

2 186. Plaintiffs and Class Members purchased the Products either directly from
3 Defendant or through retailers.

4 187. Defendant is and was at all relevant times a “merchant” under U.C.C. § 2-
5 313, and related State U.C.C. provisions.

6 188. In connection with its sale of the Products, Defendant, as the designer,
7 manufacturer, marketer, distributor, or seller, expressly warranted that the Products
8 were free from harmful chemicals, as alleged herein.

9 189. Defendant’s warranty representations consist of the pervasive marketing
10 campaign, including the representations described herein that are made online.

11 190. The express written warranties covering the Products were a material part
12 of the bargain between Defendant and consumers. At the time it made these express
13 warranties, Defendant knew reasonable consumers were purchasing the Products
14 because they believed it to be as marketed.

15 191. Each of the Products have an identical or substantially identical product
16 representation(s) as they each are marketed as environmentally sustainable, non-toxic,
17 and PFAS-free.

18 192. Defendant breached its express warranties by selling the Products that
19 were, in actuality, not free harmful chemicals like PFAS, as promised in the marketing.
20 Defendant breached the warranty because it sold the Products with PFAS, which was
21 known to Defendant and unknown to consumers at the time of sale. Defendant further
22 breached the warranty because it improperly and unlawfully denies valid warranty
23 claims, and it has failed or refused to adequately replace the Products with units that
24 are actually as represented.

25 193. Defendant breached its express warranty to adequately replace the
26 Products despite its knowledge of the PFAS, and/or despite its knowledge of alternative
27 formulations, designs, materials, and/or options for manufacturing the Products.

28 194. Defendant further breached its express written warranties to Plaintiffs and

1 Class Members in that the Products contain harmful chemicals at the time they leave
2 the manufacturing plant, and on the first day of purchase, and by failing to disclose and
3 actively concealing this risk from consumers.

4 195. The Products that Plaintiffs and Class Members purchased contained a
5 PFAS chemical that is neither environmentally sustainable, non-toxic, nor PFAS-free
6 that resulted in the loss of the product, loss of use of the product, and loss of the benefit
7 of their bargain. Defendant's warranty expressly applies to the original purchaser of
8 the Products for products purchased within the USA, creating privity between
9 Defendant on the one hand, and Plaintiffs and Class Members on the other.

10 196. Likewise, it was reasonably foreseeable that Plaintiffs and Class Members
11 would be the intended beneficiaries of the Products and warranties, creating privity or
12 an exception to any privity requirement. Plaintiffs and each of the Class Members are
13 the intended beneficiaries of Defendant's warranties and its sale through retailers. The
14 retailers were not intended to be the ultimate consumers of the Products and have no
15 rights under the warranty agreements provided by Defendant. Defendant's warranties
16 were designed for and intended to benefit the consumer only and Plaintiffs and Class
17 Members were the intended beneficiaries of the Products.

18 197. Defendant has been provided sufficient notice of its breaches of the
19 express warranties associated with the Products.

20 198. Upon information and belief, Defendant received further notice and has
21 been on notice of its breach of warranties through its sale of Products and of its breaches
22 of warranties through consumer complaints at various sources and its own internal and
23 external testing.

24 199. As a direct and proximate result of Defendant's breach of its express
25 written warranties, Plaintiffs and Class Members suffered damages and did not receive
26 the benefit of the bargain and are entitled to recover compensatory damages, including,
27 but not limited to, the diminution in value. Plaintiffs and Class Members suffered
28 damages at the point-of-sale stemming from their overpayment for the Products, in

1 addition to loss of the product and its intended benefits.

2 **Nationwide Count 3: Negligent Misrepresentation**

3 **(On Behalf of Plaintiffs and the Nationwide Class and, in the Alternative, the**
4 **State classes)**

5 200. Plaintiffs bring this count on behalf of themselves and the Nationwide
6 Class, or in the alternative, state classes, and repeat and re-allege all previous
7 paragraphs, as if fully included herein.

8 201. Pursuant to California law, Plaintiffs must prove the following for a
9 negligent misrepresentation claim: (1) a misrepresentation of a past or existing material
10 fact, (2) made without reasonable ground for believing it to be true, (3) made with the
11 intent to induce another's reliance on the fact misrepresented, (4) justifiable reliance
12 on the misrepresentation, and (5) resulting damage.

13 202. As a seller of the Products and a merchant, Defendant had a duty to give
14 correct information to Plaintiffs and Class Members regarding the truth and accuracy
15 of the chemicals in the Products. Defendant had sole possession and control of this
16 information and had a duty to disclose it accurately to Plaintiffs and Class Members.

17 203. Defendant represented that the Products was environmentally sustainable,
18 non-toxic, and PFAS-free, when in reality, testing has shown that it contained harmful
19 chemicals. Defendant knew, or should have known, that the Products contained non-
20 sustainable and harmful chemicals.

21 204. Defendant supplied the information that the Products was
22 environmentally sustainable, non-toxic, and PFAS-free was known by Defendant to be
23 desired by Plaintiffs and Class Members to induce them to purchase the Products.
24 Defendant knew that making these representations would induce customers to purchase
25 its menstrual products over the menstrual products of competitors.

26 205. Plaintiffs and Class Members relied upon the Defendant's representations
27 that the Products was environmentally sustainable, non-toxic, and PFAS-free when
28 purchasing the Products. Further, this reliance was in fact to their detriment because

1 the Plaintiffs and Class Members purchased the Products with harmful chemicals.

2 206. Plaintiffs and Class Members are entitled to all relief the Court proper as
3 a result of Defendant's actions described herein.

4 207. Plaintiffs and Class Members would not have purchased the TPC
5 Underwear if the true facts had been known or would have paid less for them.

6 208. The negligent actions of Defendant caused damage to Plaintiffs and Class
7 Members, who are entitled to damages and other legal and equitable relief as a result.

8 **Nationwide Count 4: Unjust Enrichment**

9 **(On Behalf of Plaintiffs and the Nationwide Class and, in the Alternative, the**
10 **State classes)**

11 209. Plaintiffs bring this count on behalf of themselves and the Nationwide
12 Class, or in the alternative, state classes, and repeat and re-allege all previous
13 paragraphs, as if fully included herein.

14 210. Plaintiffs and Class Members conferred a monetary benefit on Defendant,
15 and Defendant had knowledge of this benefit. The retail price for TPC Underwear listed
16 online is \$9.00 or more.

17 211. By its wrongful acts and omissions described herein, including selling the
18 TPC Underwear with harmful chemicals, Defendant was unjustly enriched at the
19 expense of Plaintiffs and Class Members.

20 212. Plaintiffs and Class Members' detriment and Defendant's enrichment
21 were related to and flowed from the wrongful conduct alleged herein.

22 213. Defendant has profited from its unlawful, unfair, misleading, and
23 deceptive practices at the expense of Plaintiffs and Class Members under circumstances
24 in which it would be inequitable for Defendant to retain the profits, benefits, and other
25 compensation obtained from its wrongful conduct as described herein in connection
26 with selling the TPC Underwear.

27 214. Plaintiffs and Class Members have been damaged as a direct and
28 proximate result of Defendant's unjust enrichment because they would not have

1 purchased TPC Underwear on the same terms or for the same price had they known
2 that the TPC Underwear contained harmful chemicals.

3 215. Defendant either knew or should have known that payments rendered by
4 Plaintiffs and Class Members were given and received with the expectation that the
5 TPC Underwear were free of harmful chemicals and capable of providing the benefits
6 represented by Defendant in the labeling, marketing, and advertising of TPC
7 Underwear. It is inequitable for Defendant to retain the benefit of payments under these
8 circumstances.

9 216. When required, Plaintiffs and Class Members are in privity with
10 Defendant because Defendant's sale of TPC Underwear was either direct or through
11 authorized third-party retailers and resellers. Purchase through authorized retailer and
12 resellers is sufficient to create such privity because such authorized third parties are
13 Defendant's agents for the purpose of the sale of TPC Underwear.

14 217. Likewise, it was reasonably foreseeable that Plaintiffs and Class Members
15 would be the intended beneficiaries of the Products and warranties, creating privity or
16 an exception to any privity requirement. Plaintiffs and each of the Class Members are
17 the intended beneficiaries of Defendant's warranties and its sale through retailers. The
18 retailers were not intended to be the ultimate consumers of the Products and have no
19 rights under the warranty agreements provided by Defendant. Defendant's warranties
20 were designed for and intended to benefit the consumer only and Plaintiffs and Class
21 Members were the intended beneficiaries of the Products.

22 218. As a direct and proximate result of Defendant's wrongful conduct and
23 unjust enrichment, Plaintiffs and Class Members are entitled to restitution of,
24 disgorgement of, and/or imposition of a constructive trust upon all profits, benefits, and
25 other compensation obtained by Defendant for its inequitable and unlawful conduct.

26 **CLAIMS ASSERTED ON BEHALF OF STATE CONSUMER CLASSES**

27 **California Count 1: Violation of the California Consumer Legal Remedies**

28 **Act ("CLRA"), California Civil Code §§ 1750, et seq.**

(On Behalf of Plaintiff Catherine Donahue and the California Class)

219. Plaintiff Donahue brings this count on behalf of herself and the California Class, and repeats and re-alleges all previous paragraphs, as if fully included herein.

220. The conduct described herein took place in the state of California and constitutes unfair methods of competition or deceptive acts or practices in violation of the Consumer Legal Remedies Act (“CLRA”), California Civil Code §§ 1750, *et seq.*

221. The CLRA applies to all claims of Plaintiff Donahue and California Class Members because the conduct which constitutes violations of the CLRA by Defendant occurred within the State of California.

222. Plaintiff Donahue and California Class Members are “consumers” as defined by Civil Code § 1761(d).

223. Defendant is a “person” as defined by California Civil Code § 1761(c).

224. The TPC Underwear qualifies as a “good” as defined by California Civil Code § 1761(a).

225. Plaintiff Donahue’s and the California Class Members’ purchases of the TPC Underwear are “transactions” as defined by California Civil Code § 1761(e).

226. As set forth below, the CLRA deems the following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which does result in the sale or lease of goods or services to any consumer unlawful:

a) “Representing that goods . . . have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have” Civil Code § 1770(a)(5); and

b) “Representing that goods . . . are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.” Civil Code § 1770(a)(7).

227. Defendant engaged in unfair competition and/or unfair or deceptive acts or practices in violation of California Civil Code §§ 1770(a)(5) and (a)(7) when it

1 represented, through its advertising and other express representations, that the TPC
2 Underwear had benefits, characteristics, ingredients, quantities, or qualities that it did
3 not actually have or when they were of another.

4 228. As detailed in the body of this Complaint, Defendant has repeatedly
5 engaged in conduct deemed a violation of the CLRA, has made representations
6 regarding the TPC Underwear's benefits or characteristics that it did not in fact have,
7 and has represented the TPC Underwear to be of a quality that it was not. Indeed,
8 Defendant concealed this information from Plaintiff Donahue and California Class
9 Members.

10 229. The TPC Underwear was not and is not environmentally sustainable, non-
11 toxic, and PFAS-free. As detailed above, Defendant violated the CLRA when it falsely
12 represented that the TPC Underwear meets a certain standard, grade, or quality.

13 230. Defendant further violated the CLRA when it advertised the TPC
14 Underwear with the intent not to sell it as advertised, and knew that the TPC Underwear
15 was not as represented.

16 231. Specifically, Defendant marketed and represented the TPC Underwear,
17 *inter alia*, as being "waste-free," "non-toxic," "sustainable," and "kind to the user and
18 to the Planet" when in fact the TPC Underwear contains PFAS chemicals known to be
19 harmful to humans.

20 232. Defendant's deceptive practices were specifically designed to induce
21 Plaintiff Donahue and California Class Members to purchase or otherwise acquire the
22 TPC Underwear.

23 233. Defendant engaged in uniform marketing efforts to reach California Class
24 Members, their agents, and/or third parties upon whom they relied, to persuade them
25 to purchase and use the TPC Underwear manufactured by Defendant. Defendant's
26 packaging, advertising, marketing, and website contain numerous false and misleading
27 statements regarding the quality and chemicals within the TPC Underwear. These
28 include, *inter alia*, the following misrepresentations contained in its advertising,

1 marketing, social media platforms, and website: “waste-free,” “non-toxic,”
2 “sustainable,” and “kind to the user and to the Planet.”

3 234. Despite these representations, Defendant omitted and concealed
4 information and material facts from Plaintiff Donahue and California Class Members.

5 235. In their purchase of the TPC Underwear, Plaintiff Donahue and California
6 Class Members relied on Defendant’s representations and omissions of material facts.

7 236. These business practices are misleading and/or likely to mislead
8 consumers and should be enjoined.

9 237. On November 10, 2023, Plaintiff Donahue provided written notice to
10 Defendant via certified mail through the United States Postal Service demanding
11 corrective actions pursuant to the CLRA, but Defendant failed to take any corrective
12 action.

13 238. In accordance with California Civil Code § 1780(a), Plaintiff Donahue
14 and the California Class Members seek injunctive and equitable relief for Defendant’s
15 violations of the CLRA, including an injunction to enjoin Defendant from continuing
16 its deceptive advertising and sales practices.

17 239. Pursuant to California Civil Code § 1780(a)(1)-(5) and § 1780(e), Plaintiff
18 Donahue and California Class Members seek an order enjoining Defendant from the
19 unlawful practices described above, a declaration that Defendant’s conduct violates the
20 Consumer Legal Remedies Act, reasonable attorneys’ fees and litigation costs, and any
21 other relief the Court deems proper under the CLRA.

22 **California Count 2: Violations of the California Unfair Competition Law**

23 **(“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.***

24 **(On Behalf of Plaintiff Donahue and the California Class)**

25 240. Plaintiff Donahue brings this count on behalf of herself and the California
26 Class, and repeats and re-alleges all previous paragraphs, as if fully included herein.

27 241. Defendant is a “person” as defined by Cal. Bus. & Prof. Code § 17201.

28 242. Plaintiff Donahue and California Class Members, who purchased the

1 Defendant's TPC Underwear, suffered an injury by virtue of buying products in which
2 Defendant misrepresented and/or omitted the TPC Underwear's true quality and
3 ingredients. Had Plaintiff Donahue and California Class Members known that
4 Defendant materially misrepresented the TPC Underwear and/or omitted material
5 information regarding its TPC Underwear and its ingredients, they would not have
6 purchased the TPC Underwear or would have paid less for the product.

7 243. Defendant's conduct, as alleged herein, violates the laws and public
8 policies of the state of California and the federal government, as set out in the preceding
9 paragraphs of this complaint.

10 244. There is no benefit to consumers or competition by allowing Defendant to
11 deceptively label, market, and advertise its TPC Underwear.

12 245. Plaintiff Donahue and California Class Members who purchased
13 Defendant's TPC Underwear had no way of reasonably knowing that the TPC
14 Underwear was deceptively packaged, marketed, advertised, and labeled; was not
15 environmentally sustainable, non-toxic, and PFAS-free; and was unsuitable for its
16 intended use. Thus, Plaintiff Donahue and California Class Members could not have
17 reasonably avoided the harm they suffered.

18 246. Specifically, Defendant marketed, labeled, and represented the TPC
19 Underwear as being environmentally sustainable, non-toxic, and PFAS-free when in
20 fact the TPC Underwear contains harmful PFAS chemicals.

21 247. The gravity of harm suffered by Plaintiff Donahue and California Class
22 Members who purchased the TPC Underwear outweighs any legitimate justification,
23 motive, or reason for packaging, marketing, advertising, and/or labeling the TPC
24 Underwear in a deceptive and misleading manner. Accordingly, Defendant's actions
25 are immoral, unethical, unscrupulous, and offend the established public policies of the
26 state of California and the federal government. Defendant's actions are substantially
27 injurious to Plaintiff Donahue and California Class Members.

28 248. The above acts of Defendant in disseminating said misleading and

1 deceptive statements to consumers throughout the state of California, including to
 2 Plaintiff Donahue and California Class Members, were and are likely to deceive
 3 reasonable consumers by obfuscating the true nature of Defendant's TPC Underwear,
 4 and thus were violations of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

5 249. As a result of Defendant's unlawful, unfair and fraudulent acts and
 6 practices, Plaintiff Donahue, on behalf of herself and the California Class, and as
 7 appropriate, on behalf of the general public, seeks injunctive relief prohibiting
 8 Defendant from continuing these wrongful practices, and such other equitable relief,
 9 including full restitution of all improper revenues and ill-gotten profits derived from
 10 Defendant's wrongful conduct to the fullest extent permitted by law.

11 **California Count 3: Violation of the California False Advertising Law**

12 **("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.***

13 **(On Behalf of Plaintiff Donahue and the California Class)**

14 250. Plaintiff Donahue brings this count on behalf of herself and the California
 15 Class, and repeats and re-alleges all previous paragraphs, as if fully included herein

16 251. The conduct described herein took place within the state of California and
 17 constitutes deceptive or false advertising in violation of Cal. Bus. & Prof. Code §§
 18 17500, *et seq.*

19 252. The FAL provides that "[i]t is unlawful for any person, firm, corporation
 20 or association, or any employee thereof with intent directly or indirectly to dispose of
 21 real or personal property or to perform services" to disseminate any statement "which
 22 is untrue or misleading, and which is known, or which by the exercise of reasonable
 23 care should be known, to be untrue or misleading." Cal. Bus. & Prof. Code § 17500.

24 253. It is also unlawful under the FAL to make or disseminate any
 25 advertisement that is "untrue or misleading, and which is known, or which by the
 26 exercise of reasonable care should be known, to be untrue or misleading." *Id.*

27 254. Defendant, when it marketed, advertised, and sold the TPC Underwear,
 28 represented to Plaintiff Donahue and California Class Members that it was

1 environmentally sustainable, non-toxic, and PFAS-free despite the fact that it contains
2 harmful PFAS chemicals.

3 255. At the time of its misrepresentations, Defendant was either aware that the
4 TPC Underwear contained PFAS chemicals and was not environmentally sustainable,
5 non-toxic, and PFAS-free, or it was aware that it lacked the information and/or
6 knowledge required to make such a representation truthfully.

7 256. Defendant concealed, omitted, or otherwise failed to disclose this
8 information to Plaintiff Donahue and California Class Members.

9 257. Defendant's descriptions of the TPC Underwear were false, misleading,
10 and likely to deceive Plaintiff Donahue and other reasonable consumers.

11 258. Defendant's conduct therefore constitutes deceptive or misleading
12 advertising under the FAL.

13 259. Plaintiff Donahue has standing to pursue claims under the FAL as she
14 reviewed and relied on Defendant's packaging, advertising, representations, and
15 marketing materials regarding the TPC Underwear when selecting and purchasing the
16 TPC Underwear.

17 260. In reliance on the statements made in Defendant's advertising and
18 marketing materials, and Defendant's omissions and concealment of material facts
19 regarding the quality and use of the TPC Underwear, Plaintiff Donahue and the
20 California Class Members purchased the TPC Underwear.

21 261. Had Defendant disclosed the true nature of the TPC Underwear,
22 specifically, the presence of PFAS chemicals therein, Plaintiff Donahue and California
23 Class Members would not have purchased the TPC Underwear or would have paid less
24 for it.

25 262. As a direct and proximate result of Defendant's actions, as set forth herein,
26 Defendant has received ill-gotten gains and/or profits, including but not limited to,
27 money from Plaintiff Donahue and California Class Members who paid for the TPC
28 Underwear containing PFAS chemicals.

- 1 c) The Period Underwear was inadequately labeled as safe and reliable,
2 and the labeling failed to disclose the presence of PFAS; and
3 d) The Period Underwear does not conform to their labeling, which
4 represents that the Underwear is safe and suitable for their intended
5 use.

6 271. Plaintiff and the other Class members received the Period Underwear in a
7 condition which substantially diminishes their value, and which prevents the underwear
8 from safely and properly being used as intended. As a result of TPC's failure to comply
9 with its statutory obligations, Plaintiffs are entitled to damages and other legal and
10 equitable relief, including, at their election, the purchase price of their Period
11 Underwear, or the overpayment or diminution in value of their Underwear.

12 272. Plaintiff, individually and on behalf of the other Class members, seek all
13 available monetary damages (including actual, compensatory, and punitive damages),
14 injunctive and equitable relief, and attorneys' fees and costs.

15 **Georgia Count 1: Violation of the Georgia Fair Business Practices Act,**

16 **(Ga. Code Ann. §10-1-390, et seq.)**

17 **(On Behalf of Plaintiff Brewer and the Georgia Class)**

18 273. Plaintiff Brewer brings this count on behalf of herself and the Georgia
19 Class, and repeats and re-alleges all previous paragraphs, as if fully included herein.

20 274. Defendant, Plaintiff, and the Class members are "[p]erson[s]" within the
21 meaning of Ga. Code Ann. §10-1-392(a)(24).

22 275. Plaintiff and the Class members are "[c]onsumer[s]" within the meaning
23 of Ga. Code Ann. §10-1-392(a)(6).

24 276. Defendant was and is engaged in "[t]rade" and "commerce" within the
25 meaning of Ga. Code Ann. §10-1-392(a)(28).

26 277. The Georgia Fair Business Practices Act ("Georgia FBPA") prohibits
27 "[u]nfair or deceptive acts or practices in the conduct of consumer transactions and
28 consumer acts or practices in trade or commerce." Ga. Code Ann. §10-1-393(a).

1 278. The Georgia FBPA makes unlawful specific acts, including:

- 2 a) “[r]epresenting that goods or services have sponsorship, approval,
3 characteristics, ingredients, uses, benefits, or quantities that they do
4 not have” (Ga. Code Ann. §10-1-393(b)(5));
5 b) “[r]epresenting that goods or services are of a particular standard,
6 quality, or grade or that goods are of a particular style or model, if
7 they are of another” (Ga. Code Ann. §10-1-393(b)(7)); and
8 c) “[a]dvertising goods or services with intent not to sell them as
9 advertised” (Ga. Code Ann. §10-1-393(b)(9)).

10 279. In the course of its business, Defendant, directly or through its agents,
11 employees, and/or subsidiaries, violated the Georgia FBPA by knowingly and
12 intentionally misrepresenting, omitting, concealing, and failing to disclose material
13 facts in its marketing, advertising, and promotions for its TPC Underwear, including
14 that they contained PFAS.

15 280. Specifically, by knowingly and intentionally misrepresenting, omitting,
16 concealing, and failing to disclose material facts regarding TPC Underwear, as detailed
17 above, Defendant engaged in one or more unfair or deceptive acts or practices in the
18 conduct of trade or commerce, in violation of the Georgia FBPA, including:

- 19 a) representing that the TPC Underwear have characteristics, uses,
20 benefits, and qualities which they do not have;
21 b) representing that the TPC Underwear are of a particular standard,
22 quality, and grade when they are not;
23 c) advertising the TPC Underwear with the intent not to sell them as
24 advertised; and
25 d) engaging in any other unconscionable, false, misleading, or
26 deceptive act or practice in the conduct of trade or commerce.

27 281. Defendant’s misrepresentations and omissions regarding the TPC
28 Underwear were disseminated to Plaintiffs and the Class members in a uniform

1 manner.

2 282. Defendant's unfair or deceptive acts or practices, including its
3 misrepresentations, concealments, omissions, and suppressions of material facts, as
4 alleged herein, had a tendency or capacity to mislead and create a false impression in
5 consumers' minds, and were likely to and, in fact, did deceive reasonable consumers,
6 including Plaintiffs and the Class members, about the TPC Underwear.

7 283. The facts regarding TPC Underwear that Defendant knowingly and
8 intentionally misrepresented, omitted, concealed, and failed to disclose would be
9 considered material by a reasonable consumer, and they were, in fact, material to
10 Plaintiffs and the Class members, who consider such facts to be important to their
11 purchase decisions with respect to TPC Underwear.

12 284. Plaintiffs and the Class members reasonably relied on Defendant's
13 misrepresentations, omissions, and concealments with respect to TPC Underwear by
14 purchasing and continuing to purchase TPC Underwear after Defendant's
15 misrepresentations, omissions, and concealments were made.

16 285. Plaintiffs and the Class members were aggrieved by Defendant's
17 violations of the Georgia FBPA because they suffered ascertainable loss and actual
18 damages as a direct and proximate result of Defendant's knowing and intentional
19 misrepresentations, omissions, concealments, and failures to disclose material facts as
20 set forth above.

21 286. Specifically, Plaintiffs and the Class members were deceived by
22 Defendant's misrepresentations, omissions, concealments, and failures to disclose
23 material facts regarding TPC Underwear. Had Defendant not engaged in the deceptive
24 acts and practices alleged herein, Plaintiffs and the Class members would not have
25 purchased the underwear, and, thus, they did not receive the benefit of the bargain
26 and/or suffered out-of-pocket loss.

27 287. Defendant's violations present a continuing risk to Plaintiffs and the Class
28 members, as well as to the general public. Defendant's unlawful acts and practices

1 complained of herein affect the public interest.

2 288. On November 9, 2023, Plaintiffs sent a notice letter pursuant to Ga. Code
3 Ann. §10-1-399(b) to Defendant. Upon information and belief, Plaintiffs, however,
4 were excused from providing notice to Ga. Code Ann. §10-1-399(b) to Defendant
5 because TPC does not maintain a place of business and/or does not keep assets within
6 the state of Georgia.

7 289. As a result of Defendant's violations of the Georgia FBPA, as alleged
8 herein, Plaintiffs and the Class members seek an order enjoining Defendant's unfair or
9 deceptive acts or practices and awarding actual damages, costs, attorneys' fees, and
10 any other just and proper relief available under the Georgia FBPA.

11 **Maine Count 1: Violations of the Maine Unfair Trade Practices Act and**
12 **the Maine Uniform Deceptive Trade Practices Act (ME. REV. STAT. ANN. TIT.**
13 **5 § 205-A, et seq. & ME. REV. STAT. ANN. TIT. 10 §§1211-1216)**

14 **(On Behalf of Plaintiff Campbell and the Maine Class)**

15 290. Plaintiff Campbell brings this count on behalf of herself and the Maine
16 Class, and repeats and re-alleges all previous paragraphs, as if fully included herein.

17 291. Plaintiffs and the Maine Class are persons who purchased the TPC
18 Underwear primarily for personal, family, or household purposes within the meaning
19 of ME. REV. STAT. ANN. TIT. 5 § 213(1).

20 292. Maine's Unfair Trade Practices Act (the "Maine UTPA") prohibits "unfair
21 or deceptive acts or practices in the conduct of any trade or commerce." ME. REV.
22 STAT. ANN. TIT. 5 § 207.

23 293. The Maine UTPA has historically imposed on manufacturers a duty to
24 accurately advertise and market their products and not misbrand their products in a
25 manner that would deceive consumers.

26 294. Defendant engaged in unlawful trade practices including, *inter alia*: (1)
27 representing that its the Products has characteristics, benefits, and qualities that it does
28 not have; (2) representing that its TPC Underwear is of a particular standard and quality

1 when it is not; (3) advertising the TPC Underwear with an intent not to sell it as
2 advertised; and (4) otherwise engaging in conduct likely to deceive.

3 295. Defendant's actions as set forth above occurred in the conduct of trade or
4 commerce within the meaning of ME. REV. STAT. ANN. TIT. 5 § 206(3).

5 296. In the course of its business, Defendant advertised and marketed its TPC
6 Underwear as environmentally sustainable, non-toxic, and PFAS-free when in fact the
7 TPC Underwear contained PFAS, and otherwise engaged in activities with a tendency
8 or capacity to deceive.

9 297. By failing to disclose and by actively concealing the true quality and
10 characteristics of the TPC Underwear, and by marketing and advertising its TPC
11 Underwear as environmentally and non-toxic, when they were not, Defendant engaged
12 in unfair and deceptive business practices in violation of the Maine UTPA.

13 298. Defendant's unfair and deceptive acts and practices were likely to and did
14 in fact deceive reasonable consumers, including Plaintiffs and the other members of
15 the Maine Class, about the true quality and characteristics of the TPC Underwear.

16 299. Defendant's conduct, as described herein, caused substantial injury to
17 consumers who purchased the TPC Underwear but did not receive the benefit of their
18 bargain because they paid more than they should have for Defendant's products,
19 believing they were purchasing environmentally sustainable and non-toxic underwear
20 when, in fact, they were purchasing underwear with PFAS.

21 300. Defendant's misrepresentations as to and concealment of the true quality
22 and characteristics of the TPC Underwear was material to Plaintiffs and the Maine
23 Class.

24 301. Defendant's conduct is not outweighed by any countervailing benefits to
25 consumers or competition. In fact, there are no countervailing benefits to consumers
26 or competition resulting from Defendant's unfair and deceptive acts or practices.
27 Consumers have paid a premium for period underwear that was environmentally
28 sustainable, non-toxic, and PFAS-free that they have not actually received and, because

1 Defendant is not actually selling PFAS-free period underwear, it can produce higher
2 quantities of the underwear at lower prices than its competitors, thus unfairly distorting
3 the competitive landscape of the menstrual products market.

4 302. The unfair and deceptive acts and practices complained of herein were not
5 reasonably avoidable by consumers, because Defendant: a) Possessed exclusive
6 knowledge that it valued profits over consumer welfare, truthful advertising, and
7 lawfulness, and that it was labeling, selling, and distributing the TPC Underwear
8 throughout the United States that was not TPC Underwear as advertised; b)
9 Intentionally concealed the foregoing from Plaintiffs and the other members of the
10 Maine Class; and/or c) Made incomplete representations about the quality and
11 characteristics of the TPC Underwear generally, while purposefully withholding
12 material facts from Plaintiffs and the other members of the Maine Class that
13 contradicted these representations.

14 303. Plaintiffs and the Maine Class suffered ascertainable loss caused by
15 Defendant's misrepresentations and its concealment of and failure to disclose material
16 information. Plaintiffs and the Maine Class either would have paid less for the TPC
17 Underwear or would not have purchased the TPC Underwear at all.

18 304. Defendant's acts and practices, as outlined above, were willful and
19 knowing.

20 305. As a direct and proximate result of Defendant's violations of the Maine
21 UTPA, Plaintiffs and the Maine Class have suffered a loss of money and/or property.

22 306. Plaintiffs and the Maine Class are entitled to recover restitution by way of
23 full refunds of the purchase price for all their purchases of the TPC Underwear and any
24 other equitable relief, which the Court determines to be necessary and proper pursuant
25 to ME. STAT. ANN. TIT. 5 § 213(1).

26 307. Additionally, Defendant has engaged in deceptive trade practices,
27 pursuant to ME. REV. STAT. ANN. TIT. 10, §§ 1212(1), by, among other things,
28 representing that its TPC Underwear have characteristics and ingredients that they do

1 not have. Therefore, pursuant to ME. REV. STAT. ANN. tit. 10, § 1213, Plaintiffs and
2 the Maine Class are entitled to equitable relief, including a permanent injunction
3 banning Defendant from marketing and selling the Products as environmentally
4 sustainable, non-toxic, and PFAS-free.

5 308. Furthermore, in accordance with ME. STAT. ANN. TIT. 5 § 213(2),
6 Defendant is liable to the Plaintiffs for reasonable attorneys' fees and costs incurred in
7 connection with this action.

8 **Washington Count 1: Violation of the Washington Consumer Protection Act,**
9 **(Wash. Rev. Code Ann. §19.86.010, *et seq.*)**

10 **(On Behalf of Plaintiff Emily Kohring and the Washington Class)**

11 309. Plaintiff Kohring brings this count on behalf of herself and the
12 Washington Class, and repeats and re-alleges all previous paragraphs, as if fully
13 included herein.

14 310. Defendant, Plaintiff, and the Class members are “[p]erson[s]” within the
15 meaning of Wash. Rev. Code Ann. §19.86.010(1).

16 311. The TPC Underwear are “[a]ssets” within the meaning of Wash. Rev.
17 Code Ann. §19.86.010(3).

18 312. Defendant was and is engaged in “[t]rade” or “commerce” within the
19 meaning of Wash. Rev. Code Ann. §19.86.010(2).

20 313. The Washington Consumer Protection Act (“Washington CPA”) prohibits
21 “[u]nfair methods of competition and unfair or deceptive acts or practices in the
22 conduct of any trade or commerce.” Wash. Rev. Code Ann. §19.86.020.

23 314. In the course of its business, Defendant, directly or through its agents,
24 employees, and/or subsidiaries, violated the Washington CPA by knowingly and
25 intentionally misrepresenting, omitting, concealing, and failing to disclose material
26 facts in its marketing, advertising, and promotions for its TPC Underwear, including
27 that they contained PFAS.

28 315. Specifically, by knowingly and intentionally misrepresenting, omitting,

1 concealing, and failing to disclose material facts regarding TPC Underwear, as detailed
2 above, Defendant engaged in one or more unfair or deceptive acts or practices in the
3 conduct of trade or commerce, in violation of the Washington CPA.

4 316. Defendant's misrepresentations and omissions regarding the TPC
5 Underwear were disseminated to Plaintiff and the Class members in a uniform manner.

6 317. Defendant's unfair or deceptive acts or practices, including its
7 misrepresentations, concealments, omissions, and suppressions of material facts, as
8 alleged herein, had a tendency or capacity to mislead and create a false impression in
9 consumers' minds, and were likely to and, in fact, did deceive reasonable consumers,
10 including Plaintiff and the Class members, about the presence of PFAS in the TPC
11 Underwear.

12 318. The facts regarding TPC Underwear that Defendant knowingly and
13 intentionally misrepresented, omitted, concealed, and failed to disclose would be
14 considered material by a reasonable consumer, and they were, in fact, material to
15 Plaintiff and the Class members, who consider such facts to be important to their
16 purchase decisions with respect to TPC Underwear.

17 319. Plaintiff and the Class members were aggrieved by Defendant's violations
18 of the Washington CPA because they suffered ascertainable loss and actual damages
19 as a direct and proximate result of Defendant's knowing and intentional
20 misrepresentations, omissions, concealments, and failures to disclose material facts as
21 set forth above.

22 320. Specifically, Plaintiff and the Class members were deceived by
23 Defendant's misrepresentations, omissions, concealments, and failures to disclose
24 material facts regarding TPC Underwear. Had Defendant not engaged in the deceptive
25 acts and practices alleged herein, Plaintiff and the Class members would not have
26 purchased the TPC Underwear, and, thus, they did not receive the benefit of the bargain
27 and/or suffered out-of-pocket loss.

28 321. Defendant's violations present a continuing risk to Plaintiff and the Class

1 members, as well as to the general public. Defendant's unlawful acts and practices
2 complained of herein affect the public interest.

3 322. As a result of Defendant's violations of the Washington CPA, as alleged
4 herein, Plaintiff and the Class members seek an order enjoining Defendant's unfair or
5 deceptive acts or practices and awarding actual damages, costs, attorneys' fees, and
6 any other just and proper relief available under the Washington CPA.

7 **IX. REQUEST FOR RELIEF**

8 Plaintiffs, individually and on behalf of the other members of the proposed
9 Classes, respectfully request that the Court enter judgment in their favor and against
10 Defendant as follows:

11 A. An order certifying the proposed Classes, designating Plaintiffs as the
12 named representatives of the Classes, designating the undersigned as Class
13 Counsel, and making such further orders for the protection of Class members as
14 the Court deems appropriate, under Federal Rule of Civil Procedure 23;

15 B. An award to Plaintiffs and the other Class members of compensatory,
16 exemplary, and punitive remedies and damages and statutory penalties,
17 including interest, in an amount to be proven at trial;

18 C. An award to Plaintiffs and the other Class members for the return of the
19 purchase prices of the Products with interest from the time it was paid, for the
20 reimbursement of the reasonable expenses occasioned by the sale, for damages
21 and for reasonable attorney fees;

22 D. A declaration that Defendant must disgorge, for the benefit of Plaintiff
23 and the other Class members, all or part of the ill-gotten profits they received
24 from the sale of the Products, or make full restitution to Plaintiffs and the other
25 Class members;

26 E. An award of pre-judgment and post-judgment interest, as provided by law;

27 F. An award of attorneys' fees and costs, as allowed by law;
28

1 G. Leave to amend this Complaint to conform to the evidence produced
2 during discovery and at trial; and

3 H. Such other relief as may be appropriate under the circumstances.

4 **X. JURY DEMAND**

5 Plaintiffs hereby demand a trial by jury.

6
7 Dated: November 10, 2023 **LAW OFFICES OF ROBERT G. LOEWY, P.C**

8

9

By: /s/ Robert G. Loewy

10

Robert G. Loewy
Counsel for Plaintiffs and the Proposed Classes

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28