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6 *Attorneys for Plaintiff and the Putative*
7 *Classes*

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9 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

10
11 Paige Vasseur, on behalf of herself and
12 all others similarly situated,

13 Plaintiff,

14 v.

15 Reckitt Benckiser LLC,
16

17 Defendant.
18

CASE NO.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Paige Vasseur (“Plaintiff”), on behalf of herself and all others
2 similarly situated, by and through her attorneys, brings this Class Action Complaint
3 against Reckitt Benckiser LLC (“Defendant”), based upon personal knowledge as to
4 herself, and upon information, investigation and belief of her counsel.

5 **INTRODUCTION**

6 1. This class action seeks to challenge Defendant’s false and deceptive
7 practices in the labeling and marketing of its Air Wick Essential Oils Sandalwood,
8 Air Wick Essential Mist Sandalwood, and Air Wick Botanica Caribbean Sweetgrass
9 & Sandalwood air freshener products (collectively, the “Products”).

10 2. At issue is the advertising of the Products, which leads reasonable
11 consumers to believe the Products contain sandalwood essential oil. As depicted and
12 further outlined below, the Products are labeled and/or advertised as containing
13 “Essential Oils” and list “Sandalwood” immediately adjacent to or below this
14 promise. Moreover, the front labels of the Products feature images of sandalwood.
15 The advertising of some of the Products goes as far as to claim that the Products are
16 “infused with 100% natural essential oils.”

17 3. Unbeknownst to consumers however, the Products ***do not contain any***
18 ***sandalwood essential oil***. Instead, the Products contain sandalore, which is a
19 synthetic, lab made, sandalwood odorant.

20 4. Sandalwood oil is a premium, natural essential oil derived from the
21 wood of the sandalwood tree. Sandalwood oil has naturally occurring chemical
22 compounds called sesquiterpenes, which can help promote sleep, relaxation, and
23 provide other health benefits. For these reasons, among others, sandalwood oil is
24 commonly used in perfumes, air fresheners, diffusers, and other consumer products.

25 5. Plaintiff and other consumers purchased the Products and paid a
26 premium price based upon their reliance on Defendant’s front label representations
27 and advertising about sandalwood essential oil. Had Plaintiff and other consumers
28 been aware that the Products do not contain sandalwood essential oil, they would

1 not have purchased the Products or would have paid significantly less for them.
2 Accordingly, Plaintiff and Class members have been injured by Defendant’s
3 deceptive business practices.

4 **JURISDICTION AND VENUE**

5 6. This Court has subject matter jurisdiction pursuant to the Class Action
6 Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because this is a class action filed
7 under Rule 23 of the Federal Rules of Civil Procedure, there are thousands of
8 proposed Class members, the aggregate amount in controversy exceeds \$5,000,000
9 exclusive of interest and costs, and Defendant is a citizen of a state different from at
10 least some members of the proposed Classes, including Plaintiff.

11 7. This Court has personal jurisdiction over Defendant because Defendant
12 has sufficient minimum contacts in California, or otherwise intentionally avails
13 itself of the markets within California, through its sale of goods and products
14 (including the Products) in California and to California consumers.

15 8. Venue is proper in this judicial District pursuant to 28 U.S.C. §
16 1391(b)(2) because a substantial part of the events or omissions giving rise to
17 Plaintiff’s claims occurred in this District. Plaintiff resides in this District and she
18 purchased the Products in this District during the statute of limitations period.

19 **PLAINTIFF**

20 9. Plaintiff is a citizen of California and currently resides in Santa Clarita,
21 California. In early 2023, Plaintiff purchased the Air Wick Essential Oils
22 Sandalwood Product from a Target in Valencia, California. Based on the claim
23 “Infused with Natural Essential Oils,” the word “Sandalwood” immediately next to
24 it, and images of sandalwood, all on the front label of the Product, Plaintiff
25 reasonably believed the Products contained actual sandalwood essential oil.
26 Moreover, based on these unequivocal front label claims, Plaintiff did not see or
27 review the back label of the Products, and had no reason to. Had she known that the
28 Products did not contain sandalwood essential oil, she would not have purchased

1 them, or would have paid significantly less for them. As such, Plaintiff has been
2 directly financially injured by Defendant’s false and misleading labeling.

3 10. Despite Defendant’s misrepresentations, Plaintiff would purchase the
4 Products, as advertised, if they contained sandalwood essential oil. Although
5 Plaintiff regularly shops at stores that carry the Products, absent an injunction of
6 Defendant’s deceptive advertising, she will be unable to rely with confidence on
7 Defendant’s advertising of the Products in the future. Furthermore, while Plaintiff
8 currently believes the Products’ labeling and advertising is inaccurate, she lacks
9 personal knowledge as to Defendant’s specific business practices, and thus, she will
10 not be able determine whether the Products truly contain sandalwood essential oil.
11 This leaves doubt in her mind as to the possibility that at some point in the future the
12 Products could be made in accordance with the representations on the Products’
13 front label and advertising. This uncertainty, coupled with her desire to purchase the
14 Products, is an ongoing injury that can and would be rectified by an injunction
15 enjoining Defendant from making the alleged misleading representations. In
16 addition, other Class members will continue to purchase the Products, reasonably
17 but incorrectly, believing that they contain sandalwood essential oil.

18 **DEFENDANT**

19 11. Defendant is a Delaware limited liability company with its principal
20 place of business in Parsippany, New Jersey. Defendant is one of the largest
21 producers of health, hygiene, and household goods, like the Products challenged in
22 this Complaint.

23 **FACTUAL ALLEGATIONS**

24 12. Defendant is responsible for the Air Wick air freshener brand.

25 13. At issue in this Complaint are all Air Wick Essential Oils Sandalwood,
26 Air Wick Essential Mist Sandalwood, and Air Wick Botanica Caribbean Sweetgrass
27 & Sandalwood air freshener products, including all pack sizes (collectively, the
28 “Products”).

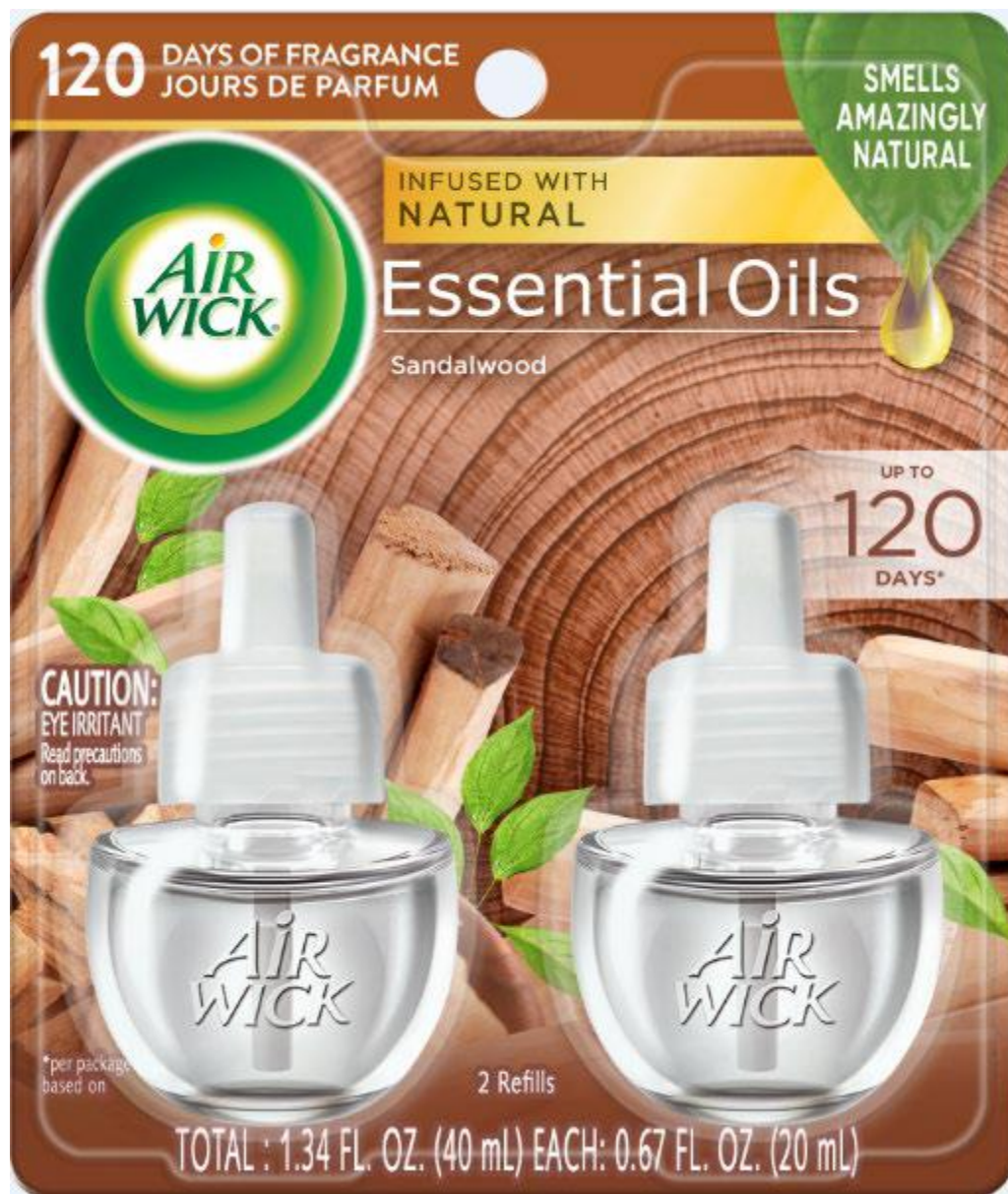
1 14. Unfortunately for consumers, Defendant engages in false and
2 misleading advertising for the Products to gain a competitive edge in the market, all
3 at the expense of unsuspecting consumers. As outlined below, Defendant
4 accomplishes this by using front label and other advertising claims that lead
5 reasonable consumers into believing that the Products are made with sandalwood
6 essential oil, when that is far from the case.

7 **Air Wick Essential Oils Sandalwood Product**

8 15. Specifically, the front label of the Air Wick Essential Oils Sandalwood
9 Product features the unequivocal claim “Infused with Natural Essential Oils” and
10 lists “Sandalwood” immediately underneath or adjacent to this promise. Moreover,
11 the front label features images of sandalwood. Lastly, the front label states “Smells
12 Amazingly Natural.” *See examples below.*

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16. The online advertising of this Product features the same images of the labeling and also features the claim “Essential Oils.” Moreover, the Amazon.com advertising boldly claims that the Product is “infused with 100% natural essential oils.” See example below.

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Air Wick Plug in Scented Oil Refill, 5 ct, Sandalwood , Air Freshener, **Essential Oils**

Visit the Air Wick Store
4.6 ★★★★★ 6,684 ratings | 17 answered questions
4K+ bought in past month

Price: \$12.22 (\$3.62 / Fl Oz)

Get 50% off eligible products when using American Express Membership Rewards points. Max discount \$80. Activation required, see terms.

May be available at a lower price from other sellers, potentially without free Prime shipping.

Scents	Sandalwood
Color	Sandalwood
Brand	Air Wick
Item Form	Liquid
Power Source	Oil

About this item

- FRAGRANCE: Capture the natural wonder of a majestic woodland with this remarkable scent of warm sandalwood accentuated with shades of delicate flowers
- VALUE: Provides up to 300 days of continuous and long-lasting fragrance based on low setting
- ESSENTIAL OILS: Infused with natural essential oils for a better fragrance experience
- WARMER: Easy adjust warmer with 5X fragrance settings. Refills are compatible with all versions of Air Wick plug in warmers
- USE IN ANY ROOM: living room, bathroom, bedroom, hallways, kitchens and office

Roll over image to zoom in

Product Description

Enhance your home's scent with Air Wick Scented Oil Refill **infused with 100% natural essential oils**. Air Wick Scented Oil Refills release continuous fragrance for up to 60 days (based on low setting) so your home smells welcoming. Our latest Air Wick scented oil warmer optimizes airflow for 360 degree fragrance diffusion, reaching every corner of the room for a consistent fragrance experience. The Air Wick Scented Oil warmer also allows you to choose between 5 fragrance settings for just the right amount of fragrance. It continuously diffuses and carefully blends fragrance throughout your home, office, or any space.

Air Wick Essential Mist Sandalwood

17. The front label of the Air Wick Essential Oils Sandalwood Product makes similar claims, including the promise that the Product “Transforms Natural Essential Oils Into Mist” and beneath this, uses the word “Sandalwood.” The front label also features images of sandalwood. *See below.*


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1 18. The online advertising of this Product features the same images of the
2 labeling and also features the claim “Essential Oils.” Moreover, the Amazon.com
3 advertising also claims that the Product “Transforms natural essential oils into gentle
4 mist” and to “Discover the more natural & premium fragrance experience of essential
5 oils diffused by mist.” See examples below.



Roll over image to zoom in

8  Air Wick Essential Mist Refill, 1ct,
9 Sandalwood, Air Freshener, **Essential Oils**

10 Visit the Air Wick Store
11 4.7 ★★★★★ 15,342 ratings | 33 answered questions
12 200+ bought in past month

13 -14% \$9.46 (\$14.12 / Fl Oz)

14 Typical price: ~~\$11.01~~

15 ✓prime One-Day

16 FREE Returns

17 Get 50% off eligible products when using American Express
18 Membership Rewards points. Max discount \$80. Activation required, see
19 terms.

20 May be available at a lower price from other sellers, potentially without free
21 Prime shipping.

22 Scent: Sandalwood

23 Bonfire & Crisp Fall Air Blue Agave and Bamboo Sandalwood

24 Lavender & Almond Blossom Mandarin and Sweet Tangerine

25 Pine

26 Size: 1 Count (Pack of 1)

27 0.67 Fl Oz (Pack of 2) 1 Count (Pack of 1)

28 2.01 Fl Oz (Pack of 3) 3 Count (Pack of 1)

Scent	Sandalwood
Color	Multicolor
Brand	Air Wick
Item Form	Oil
Power Source	Battery Operated

29 **About this item**

- 30 • Transforms natural essential oils into gentle mist

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Product Description

Discover the more natural & premium fragrance experience of essential oils diffused by mist with Air Wick Essential mist diffuser. It transforms natural essential oils into a gentle, fragrant mist that surrounds your home with the fragrances you love.

Air Wick Botanica Caribbean Sweetgrass & Sandalwood Product

19. Lastly, the front label of the Air Wick Botanica Caribbean Sweetgrass & Sandalwood product features the claim “Nature Inspired” and “Planet Conscious.” Immediately below this is the word “Sandalwood” and pictures of sandalwood bark. See below.



Botanica by Air Wick Plug in Scented Oil Refill, 10ct, Caribbean Sweetgrass and Sandalwood, Air Freshener, Eco Friendly, Essential Oils

Scent: Caribbean Sweet Grass and Sandalwood



1 20. Moreover, the Amazon.com advertising of this Product features the
2 phrase “Essential Oils,” “Natural Ingredients” and “Infused with Natural Essential
3 Oils.” See example below.



Botonica by Air Wick Plug in Scented Oil Refill, 10ct, Caribbean Sweetgrass and Sandalwood, Air Freshener, Eco Friendly **Essential Oils**

Scent: Caribbean Sweet Grass and Sandalwood



Botonica by Air Wick Plug in Scented Oil Refill, 10ct, Caribbean Sweetgrass and Sandalwood, Air Freshener, Eco Friendly **Essential Oils**

Scent: Caribbean Sweet Grass and Sandalwood



1 21. Based on the foregoing representations, reasonable consumers purchase
2 the Products with the expectation that the Products contain sandalwood essential oil,
3 which is a natural essential oil.

4 22. However, unbeknownst to consumers, *the Products do not contain any*
5 *sandalwood essential oil*. Instead, the Products contain sandalore, which is a
6 synthetic, lab made, sandalwood odorant.

7 23. As such, the Products are falsely and deceptively labeled and
8 advertised.

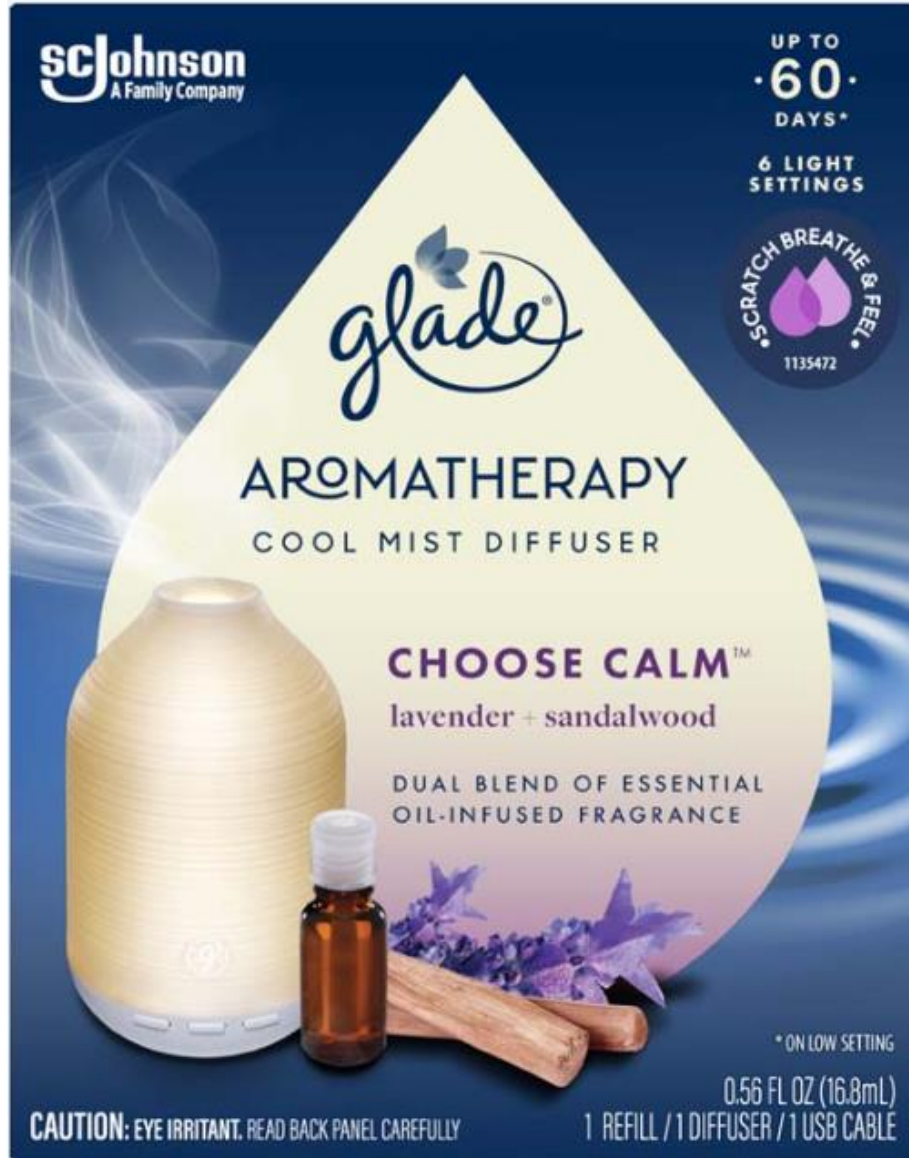
9 24. The perception that the Products contain sandalwood essential oil is
10 material to consumers' purchasing decisions. Sandalwood essential oil is a premium,
11 natural essential oil derived from the wood of the sandalwood tree. Sandalwood oil
12 has naturally occurring chemical compounds called sesquiterpenes, which are
13 valuable in promoting relaxation, sleep, and other health benefits. For these reasons,
14 not only is sandalwood oil commonly used in perfumes, air fresheners, and self-care
15 products, but consumers also value the use of real sandalwood essential oil in these
16 types of products.

17 25. The expectation that the Products contain sandalwood essential oil is
18 even more reasonable considering that similar air freshener products from
19 competitor brands actually contain sandalwood or sandalwood oil, unlike
20 Defendant's Products. Indeed, these products are advertised with nearly identical
21 representations about "sandalwood" and "essential oil[s]." For example, Glade's
22 "Aromatherapy Choose Calm Lavender + Sandalwood Dual Blend of Essential Oil-
23 Infused Fragrance" contains both sandalwood oil and lavender oil.¹ *See example*
24 *below*.

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27 ¹ [https://www.whatsinsidescjohnson.com/us/en/brands/glade/Glade--Choose-Calm-](https://www.whatsinsidescjohnson.com/us/en/brands/glade/Glade--Choose-Calm-Cool-Mist-Diffuser-Starter-Kit)
28 [Cool-Mist-Diffuser-Starter-Kit](https://www.whatsinsidescjohnson.com/us/en/brands/glade/Glade--Choose-Calm-Cool-Mist-Diffuser-Starter-Kit)

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1 26. Another example is the Sprouts brand Sandalwood & Yuzu
2 Aromatherapy Room & Body Spray, which contains sandalwood.²



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25 ²[https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=](https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-148452325166_device-c&utm_term=locationid-1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV_R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB)
26 [sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi](https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-148452325166_device-c&utm_term=locationid-1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV_R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB)
27 [_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-](https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-148452325166_device-c&utm_term=locationid-1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV_R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB)
28 [148452325166_device-c&utm_term=locationid-](https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-148452325166_device-c&utm_term=locationid-1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV_R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB)
[1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV](https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-148452325166_device-c&utm_term=locationid-1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV_R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB)
[R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB](https://shop.sprouts.com/product/65609?retailer_id=279&retailer_id=279&utm_medium=sem_shopping&utm_source=instacart_google&utm_campaign=ad_demand_shopping_pbi_sprouts_rp&utm_content=accountid-2517820300_campaignid-20237816638_adgroupid-148452325166_device-c&utm_term=locationid-1013587&gclid=Cj0KCQjwqP2pBhDMARIsAJQ0CzpdHIS21IcBcifXS4KY27MGLMV_R_UMtlbVYXFjh0xPcZEtl8m_SgJAaAncfEALw_wcB)

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27. As the entity responsible for the development, manufacturing, packaging, labeling, advertising, distribution and sale of the Products, Defendant knew or should have known that the Products falsely and deceptively represent that they contain sandalwood essential oil.

28. Defendant also knew or should have known that Plaintiff and other consumers, in purchasing the Products, would rely on Defendant’s front label representations and other advertising about sandalwood essential oil. Nonetheless, Defendant deceptively advertises the Products in order to deceive consumers and compete with other manufacturers who use real sandalwood oil in their products.

29. Consumers are willing to pay more for the Products based on the belief that the Products contain sandalwood oil, as promised on the front label. Plaintiff and other consumers would have paid significantly less for the Products, or would not have purchased them at all, had they known the truth about them. Thus, through the use of misleading representations, Defendant commands a price that Plaintiff and the Class would not have paid had they been fully informed. Therefore, Plaintiff and other consumers purchasing the Products have suffered injury in fact and lost money as a result of Defendant’s false and deceptive practices, as described herein.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this class action pursuant to Fed. R. Civ. P 23 and all other applicable laws and rules, individually, and on behalf of all members of the following Classes:

Nationwide Class

All residents of the United States who purchased any of the Products within the applicable statute of limitation (“Nationwide Class”).

- 1 b. whether reasonable consumers would rely upon Defendant's
- 2 representations about the Products and reasonably believe the
- 3 Products contain sandalwood essential oil;
- 4 c. whether Defendant knew or should have known its representations
- 5 were false or misleading;
- 6 d. whether Defendant was unjustly enriched by retaining monies from
- 7 the sale of the Products;
- 8 e. whether certification of each Class is appropriate under Rule 23;
- 9 f. whether Plaintiff and the members of each Class are entitled to
- 10 declaratory, equitable, or injunctive relief, and/or other relief, and
- 11 the scope of such relief; and
- 12 g. the amount and nature of the relief to be awarded to the Plaintiff and
- 13 the Classes, including whether Plaintiff and the Classes are entitled
- 14 to punitive damages.

15 36. **Typicality**: Plaintiff's claims are typical of the other Class members
16 because Plaintiff, as well as Class members, purchased the Products and relied on
17 the representations made by the Defendant about the Products prior to purchasing
18 the Products. Plaintiff and the members of each Class paid for Defendant's Products
19 and would not have purchased them (or would have paid substantially less for them)
20 had they known that the Defendant's representations were untrue.

21 37. **Adequacy**: Plaintiff will fairly and adequately protect the interests of
22 the proposed Classes as her interests do not conflict with the interests of the
23 members of the proposed Classes she seeks to represent, and she has retained
24 counsel competent and experienced in class action litigation. Thus, the interests of
25 the members of the Classes will be fairly and adequately protected by Plaintiff and
26 her counsel.

27 38. **Predominance**: Pursuant to Rule 23(b)(3), the common issues of law
28 and fact identified in this Complaint predominate over any other questions affecting

1 only individual members of the Classes. Class issues fully predominate over any
2 individual issue because no inquiry into individual conduct is necessary; all that is
3 required is a narrow focus on Defendant's misconduct detailed at length in this
4 Complaint.

5 39. **Superiority**: A class action is superior to all other available methods
6 for the fair and efficient adjudication of this litigation because individual litigation
7 of each claim is impractical. It would be unduly burdensome to have individual
8 litigation of hundreds of thousands of individual claims in separate lawsuits, every
9 one of which would present the issues presented in the Complaint/lawsuit. Further,
10 because of the damages suffered by any individual Class member may be relatively
11 modest in relation to the cost of litigation, the expense and burden of individual
12 litigation make it difficult, if not impossible. Furthermore, many of the Class
13 members may be unaware that claims exist against the Defendant.

14 40. **Declaratory and Injunctive Relief**: Pursuant to Rule 23(b)(2),
15 declaratory and injunctive relief is appropriate in this matter. Defendant has acted or
16 refused to act on grounds generally applicable to Plaintiff and the other Class
17 members, thereby making appropriate final injunctive relief and declaratory relief,
18 as described below, with respect to the Class members as a whole. Unless a class-
19 wide injunction is issued, Defendant will continue to advertise, market, promote,
20 and sell the Products in an unlawful and misleading manner, as described
21 throughout this Complaint, and members of the Classes will continue to be misled,
22 harmed, and denied their rights under the law.

23 **FIRST CLAIM FOR RELIEF**
24 **Violation of California's Consumers Legal Remedies Act**
25 **California Civil Code § 1750, et seq.**
 (For the California Consumer Subclass)

26 41. Plaintiff repeats the allegations contained in paragraphs 1-40 above as
27 if fully set forth herein.

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1 42. Plaintiff brings this claim individually and on behalf of the members of
2 the proposed California Consumer Subclass against Defendant pursuant to
3 California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et*
4 *seq.*

5 43. The Products are “good[s]” within the meaning of Cal. Civ. Code §
6 1761(a), and the purchases of the Products by Plaintiff and members of the
7 California Consumer Subclass constitute “transactions” within the meaning of Cal.
8 Civ. Code § 1761(e).

9 44. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
10 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
11 quantities which they do not have...” By using representations about sandalwood
12 essential oil on the front label and advertising of the Products, Defendant has
13 represented and continues to represent that the Products have characteristics and
14 ingredients (i.e., contain sandalwood essential oil) that they do not have. Therefore,
15 Defendant has violated section 1770(a)(5) of the CLRA.

16 45. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
17 services are of a particular standard, quality, or grade, or that goods are of a
18 particular style or model, if they are of another.” By using representations about
19 sandalwood essential oil on the front label and advertising of the Products,
20 Defendant has represented and continues to represent that the Products are of a
21 particular standard (i.e., contain sandalwood essential oil) that they do not meet.
22 Therefore, Defendant has violated section 1770(a)(7) of the CLRA.

23 46. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
24 with intent not to sell them as advertised.” By using representations about
25 sandalwood essential oil on the front label and advertising of the Products, and not
26 delivering a Products with sandalwood essential oil, Defendant has advertised the
27 Products with characteristics it intended not to provide to consumers. As such,
28 Defendant has violated section 1770(a)(9) of the CLRA.

1 47. At all relevant times, Defendant has known or reasonably should have
2 known that the representations about sandalwood essential oil on the front label and
3 advertising of the Products are false and deceptive, and that Plaintiff and other
4 members of the California Consumer Subclass would reasonably and justifiably rely
5 on these representations when purchasing the Products. Nonetheless, Defendant
6 deceptively advertises the Products as such in order to deceive consumers into
7 believing they are receiving sandalwood essential oil.

8 48. Plaintiff and members of the California Consumer Subclass have
9 justifiably relied on Defendant's misleading representations when purchasing the
10 Products. Moreover, based on the materiality of Defendant's misleading and
11 deceptive conduct, reliance may be presumed or inferred for Plaintiff and members
12 of California Consumer Subclass.

13 49. Plaintiff and members of the California Consumer Subclass have
14 suffered and continue to suffer injuries caused by Defendant because they would
15 have paid significantly less for the Products, or would not have purchased them at
16 all, had they known that the Products do not contain sandalwood essential oil.

17 50. Under Cal. Civ. Code § 1782, on July 28, 2023, the undersigned
18 counsel sent Defendant a notice letter through certified mail, notifying Defendant of
19 its violations under the CLRA (as well as other statutes and laws). More than 30
20 days have passed since Defendant's receipt of that notice letter, yet Defendant has
21 not cured its false and deceptive conduct on a class-wide basis. As such, this
22 Complaint seeks damages under the CLRA, as well all other available remedies.
23 Moreover, on November 9, 2023, Plaintiff, through her counsel, sent a similar notice
24 letter to Defendant through certified mail, notifying Defendant of its violations
25 under the CLRA (as well as other statutes and laws). Defendant has yet to cure its
26 deceptive labeling and advertising.

27 51. Pursuant to Cal. Civ. Code § 1780(d), Plaintiff is concurrently
28 submitting a declaration of venue.

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SECOND CLAIM FOR RELIEF
Violation of California’s False Advertising Law
California Business & Professions Code § 17500, *et seq*
(For the California Class)

52. Plaintiff repeats the allegations contained in paragraphs 1-40 above as if fully set forth herein.

53. Plaintiff brings this claim individually and on behalf of the members of the proposed California Class against Defendant pursuant to California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq*.

54. The FAL makes it “unlawful for any person to make or disseminate or cause to be made or disseminated before the public . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any statement, concerning . . . personal property or services professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

55. Defendant has represented and continues to represent to the public, including Plaintiff and members of the proposed California Class, through its deceptive labeling and advertising, that the Products contain sandalwood essential oil. Because Defendant has disseminated misleading information regarding the Products, and Defendant knows, knew, or should have known through the exercise of reasonable care that the representations were and continue to be misleading, Defendant has violated the FAL.

56. As a result of Defendant’s false advertising, Defendant has and continues to unlawfully obtain money from Plaintiff and members of the California Class. Plaintiff therefore requests that the Court cause Defendant to restore this fraudulently obtained money to her and members of the proposed California Class, to disgorge the profits Defendant made on these transactions, and to enjoin

1 Defendant from violating the FAL or violating it in the same fashion in the future as
2 discussed herein. Otherwise, Plaintiff and members of the proposed California Class
3 may be irreparably harmed and/or denied an effective and complete remedy.

4 **THIRD CLAIM FOR RELIEF**

5 **Violation of California’s Unfair Competition Law (“UCL”),**
6 **California Business & Professions Code § 17200, *et seq.***
7 **(*For the California Class*)**

8 57. Plaintiff repeats the allegations contained in paragraphs 1-40 above as
9 if fully set forth herein.

10 58. Plaintiff brings this claim individually and on behalf of the members of
11 the proposed California Class against Defendant.

12 59. The UCL, Cal. Bus. & Prof Code § 17200, provides, in pertinent part,
13 that “unfair competition shall mean and include unlawful, unfair or fraudulent
14 business practices and unfair, deceptive, untrue or misleading advertising”

15 60. Under the UCL, a business act or practice is “unlawful” if it violates
16 any established state or federal law. Defendant’s false and misleading advertising of
17 the Products was and continues to be “unlawful” because it violates the CLRA, the
18 FAL, and other applicable laws as described herein. As a result of Defendant’s
19 unlawful business acts and practices, Defendant has unlawfully obtained money
20 from Plaintiff and members of the proposed California Class.

21 61. Under the UCL, a business act or practice is “unfair” if its conduct is
22 substantially injurious to consumers, offends public policy, and is immoral,
23 unethical, oppressive, and unscrupulous, as the benefits for committing such acts or
24 practices are outweighed by the gravity of the harm to the alleged victims.
25 Defendant’s conduct was and continues to be of no benefit to purchasers of the
26 Products, as it is misleading, unfair, unlawful, and is injurious to consumers who
27 rely on the labeling. Deceiving consumers into believing they will receive an air
28 freshener with actual sandalwood essential oil is of no benefit to consumers.

1 Therefore, Defendant’s conduct was and continues to be “unfair.” As a result of
2 Defendant’s unfair business acts and practices, Defendant has and continues to
3 unfairly obtain money from Plaintiff and members of the proposed California Class.

4 62. Under the UCL, a business act or practice is “fraudulent” if it actually
5 deceives or is likely to deceive members of the consuming public. Defendant’s
6 conduct here was and continues to be fraudulent because it has the effect of
7 deceiving consumers into believing the Products contain sandalwood essential oil
8 when they do not. Because Defendant misled Plaintiff and members of the
9 California Class, Defendant’s conduct was “fraudulent.” As a result of Defendant’s
10 fraudulent business acts and practices, Defendant has and continues to fraudulently
11 obtain money from Plaintiff and members of the California Class.

12 63. Plaintiff requests that the Court cause Defendant to restore this
13 unlawfully, unfairly, and fraudulently obtained money to her, and members of the
14 proposed California Class, to disgorge the profits Defendant made on these
15 transactions, and to enjoin Defendant from violating the UCL or violating it in the
16 same fashion in the future as discussed herein. Otherwise, Plaintiff and members of
17 the proposed California Class may be irreparably harmed and/or denied an effective
18 and complete remedy.

19 **FOURTH CLAIM FOR RELIEF**
20 **Breach of Express Warranty**
21 **Cal. Com. Code § 2313**
22 ***(For the California Class)***

23 64. Plaintiff repeats the allegations contained in paragraphs 1-40 above as
24 if fully set forth herein.

25 65. Plaintiff brings this claim individually and on behalf of the members of
26 the California Class against Defendant.

27 66. California’s express warranty statutes provide that “(a) Any affirmation
28 of fact or promise made by the seller to the buyer which relates to the goods and

1 becomes part of the basis of the bargain creates an express warranty that the goods
2 shall conform to the affirmation or promise,” and “(b) Any description of the goods
3 which is made part of the basis of the bargain creates an express warranty that the
4 goods shall conform to the description.” Cal. Com. Code § 2313.

5 67. Defendant has expressly warranted on the Products’ front packaging
6 that the Products contain sandalwood essential oil. However, as alleged herein, these
7 express representations are false and misleading. The Products do not contain
8 sandalwood essential oil.

9 68. Defendant’s representations about sandalwood essential oil on the
10 Products’ front labels and advertising are: (a) affirmations of fact or promises made
11 by Defendant to consumers that the Products contain sandalwood essential oil; (b)
12 became part of the basis of the bargain to purchase the Products when Plaintiff and
13 other consumers relied on the representations; and (c) created an express warranty
14 that the Products would conform to the affirmations of fact or promises. In the
15 alternative, the representations about the Products are descriptions of goods which
16 were made as part of the basis of the bargain to purchase the Products, and which
17 created an express warranty that the Products would conform to the product
18 descriptions.

19 69. Plaintiff and members of the California Class reasonably and justifiably
20 relied on the foregoing express warranties, believing that the Products did in fact
21 conform to those warranties and contain sandalwood essential oil.

22 70. Defendant has breached the express warranties made to Plaintiff and
23 members of the California Class by failing to provide the Products with sandalwood
24 essential oil as promised on the Products’ front label and advertising.

25 71. Plaintiff and members of the California Class paid a premium price for
26 the Products but did not obtain the full value of the Products as represented. If
27 Plaintiff and members of the California Class had known of the true nature of the
28 Products, they would not have been willing to pay the premium price associated

1 with them. As a result, Plaintiff and members of the California Class suffered injury
2 and deserve to recover all damages afforded under the law.

3 72. On July 28, 2023, the undersigned counsel notified Defendant of its
4 breach of warranty by way of a notice letter outlining the foregoing allegation. On
5 October 26, 2023, Plaintiff sent Defendant a notice letter notifying Defendant of its
6 breach of warranty.

7
8 **FIFTH CLAIM FOR RELIEF**
9 **Breach of Implied Warranty**
10 ***(For the California Class)***

11 73. Plaintiff repeat the allegations contained in paragraphs 1-40 above as if
12 fully set forth herein.

13 74. Plaintiff brings this claim individually and on behalf of the members of
14 the California Class against Defendant.

15 75. California’s implied warranty of merchantability statute provides that
16 “a warranty that the goods shall be merchantable is implied in a contract for their
17 sale if the seller is a merchant with respect to goods of that kind.” Cal. Com. Code §
18 2314(1).

19 76. California’s implied warranty of merchantability statute also provides
20 that “[g]oods to be merchantable must be at least such as . . . (f) conform to the
21 promises or affirmations of fact made on the container or label if any.” Cal. Com.
22 Code § 2314(2)(f).

23 77. Defendant is a merchant with respect to the sale of Products. Therefore,
24 a warranty of merchantability is implied in every contract for sale of the Products to
25 California consumers.

26 78. By advertising the Products with representations about sandalwood
27 essential oil on the Products’ front label and advertising, Defendant made an implied
28 promise that the Products contain sandalwood essential oil. However, the Products
have not “conformed to the promises...made on the container or label” because the

1 Products do not contain sandalwood essential oil. Plaintiff, as well as other
2 California consumers, did not receive the goods as impliedly warranted by
3 Defendant to be merchantable. Therefore, the Products are not merchantable under
4 California law and Defendant have breached its implied warranty of merchantability
5 in regard to the Products.

6 79. If Plaintiff and members of the California Class had known that the
7 Products' sandalwood essential oil representations were false and misleading, they
8 would not have been willing to pay the premium price associated with them.
9 Therefore, as a direct and/or indirect result of Defendant's breach, Plaintiff and
10 members of the California Class have suffered injury and deserve to recover all
11 damages afforded under the law.

12 80. On July 28, 2023, the undersigned counsel notified Defendant of its
13 breach of warranty by way of a notice letter outlining the foregoing allegation. On
14 October 26, 2023, Plaintiff sent Defendant a notice letter notifying Defendant of its
15 breach of warranty.

16 **SIXTH CLAIM FOR RELIEF**

17 **Quasi Contract/Unjust Enrichment/Restitution**

18 *(for the Nationwide Class; alternatively, for the California Class)*

19 81. Plaintiff repeats the allegations contained in paragraphs 1-40 above as
20 if fully set forth herein.

21 82. Plaintiff brings this claim individually and on behalf of the members of
22 the proposed Classes against Defendant.

23 83. As alleged herein, Defendant has intentionally and recklessly made
24 misleading representations to Plaintiff and members of the Classes to induce them to
25 purchase the Products. Plaintiff and members of the Classes have reasonably relied
26 on the misleading representations and have not received all of the benefits (i.e.,
27 sandalwood essential oil) promised by Defendant through the Products'
28 representations. Plaintiff and members of the proposed Classes have therefore been

1 induced by Defendant’s misleading and deceptive representations about the
2 Products, and paid more money to Defendant for the Products than they otherwise
3 would and/or should have paid.

4 84. Plaintiff and members of the proposed Classes have conferred a benefit
5 upon Defendant as Defendant has retained monies paid to them by Plaintiff and
6 members of the proposed Classes.

7 85. The monies received were obtained under circumstances that were at
8 the expense of Plaintiff and members of the proposed Classes—i.e., Plaintiff and
9 members of the proposed Classes did not receive the full value of the benefit
10 conferred upon Defendant. Therefore, it is inequitable and unjust for Defendant to
11 retain the profit, benefit, or compensation conferred upon them.

12 86. As a direct and proximate result of Defendant’s unjust enrichment,
13 Plaintiff and members of the proposed Classes are entitled to restitution,
14 disgorgement, and/or the imposition of a constructive trust upon all profits, benefits,
15 and other compensation obtained by Defendant from its deceptive, misleading, and
16 unlawful conduct as alleged herein.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed
19 Classes, respectfully prays for following relief:

20 A. Certification of this case as a class action on behalf of the proposed
21 Classes defined above, appointment of Plaintiff as Class representative, and
22 appointment of her counsel as Class Counsel;

23 B. A declaration that Defendant’s actions, as described herein, violate the
24 claims described herein;

25 C. An award of injunctive and other equitable relief as is necessary to
26 protect the interests of Plaintiff and the proposed Classes, including, *inter alia*, an
27 order prohibiting Defendant from engaging in the unlawful act described above;

28

1 D. An award to Plaintiff and the proposed Classes of restitution and/or
2 other equitable relief, including, without limitation, restitutionary disgorgement of
3 all profits and unjust enrichment that Defendant obtained from Plaintiff and the
4 proposed Classes as a result of its unlawful, unfair and fraudulent business practices
5 described herein;

6 E. An award of all economic, monetary, actual, consequential, and
7 compensatory damages caused by Defendant's conduct;

8 F. An award of nominal, punitive, and statutory damages;

9 G. An award to Plaintiff and her counsel of reasonable expenses and
10 attorneys' fees;

11 H. An award to Plaintiff and the proposed Classes of pre and post-
12 judgment interest, to the extent allowable; and

13 I. For such further relief that the Court may deem just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff, on behalf of herself and the proposed Classes, hereby demands a
16 jury trial with respect to all issues triable of right by jury.

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18 DATED: November 21, 2023

TREEHOUSE LAW, LLP

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By: /s/ Benjamin Heikali

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*Attorneys for Plaintiff and the
Putative Classes*

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