

the “Febreze” brand name. At all relevant times, the Febreze Clips reached the Plaintiffs and putative class without modification and in the same condition as the products left the control of Defendant.

3. P&G designs and sells Febreze Clips with the specific purpose and instruction to Plaintiffs and the putative class that the product be clipped onto the interior air conditioning vents of automobiles. P&G represents that the scent of a clip is “activated” once attached, and then removes odor with a pleasant-smelling scent for up to 30-40 days. When P&G first launched the Febreze Clips in 2012, the company claimed that its product worked through a “unique membrane [that] allows the product to slowly release scented oils.”¹ Along with touting the ease of installation and use, P&G has consistently represented that the Febreze Clips “work in virtually every vehicle”² and, like all Febreze products, are “safe to use.”³

4. However, contrary to P&G’s representations, the Febreze Clips are not “safe to use” because they invariably leak and cause damage to users’ cars. As discussed below, numerous consumers from across the country have incurred significant property damage to their dashboards, air conditioning vents, trim and other components of their vehicles – all from using the Febreze Clips exactly as designed and instructed.

5. Prior to the sale and distribution of the Febreze Clips, P&G knew or should have known that the Febreze Clips contain one or more design and/or manufacturing defects which under the intended use and conditions, cause the Febreze Clips to leak liquid substances.

¹ <https://news.pg.com/news-releases/news-details/2012/Drive-Away-Odors-and-Experience-Freshness-with-Febreze-CAR-Vent-Clips/default.aspx> (last visited Sept. 15, 2023).

² <https://www.febreze.com/en-us/products/car-air-fresheners-unstoppables-breeze> (last visited July 7, 2023).

³ <https://www.febreze.com/en-us/ingredients-safety/our-safety-standards> (last visited July 7, 2023).

Specifically, the Febreze Clips are predisposed to break, degrade, malfunction and/or leak oil or other substances harmful to a vehicle's interior under normal use and conditions (the "Defect"), thereby damaging the interior surfaces of the vehicle, forcing Plaintiffs to pay out-of-pocket expenses to repair the damages. Indeed, P&G was previously a defendant in a similar lawsuit brought by other consumers who alleged having experienced damage to their vehicles as a result of their use of Febreze Clips. *Davis v. The Proctor & Gamble Co.*, No. 1:20-cv-03220 (N.D. Cal.).⁴ P&G's knowledge is also evident by the numerous consumer complaints received by it concerning the Defect, many of which pre-date the purchases made by Plaintiffs.

6. Moreover, despite P&G's longstanding awareness of the Defect, P&G has not recalled the Febreze Clips or notified consumers of the Defect.. The failure to disclose this material information related to a known Defect also renders P&G's statement that the product is "safe to use" – as well as its description of the "unique membrane" that controls the release of the product to eliminate odors – materially misleading and incomplete.

7. Indeed, since as early as 2018, P&G has actively ignored customer complaints regarding the Defect. Dozens of consumers have submitted complaints via various online forums, including through P&G's own website as well as other websites such as Amazon and Walmart regarding the damages caused by the Defect. Despite the notice of the Defect, P&G has continued to sell the Febreze Clips without altering the design and without enhancing the warnings or instructions. P&G has taken no action to minimize the risk or prevent the harm that its product is causing consumers.

⁴ See also "Class Action Claims 'Defective' Febreze Car Vent Clips Leak, Damage Vehicle Interiors." <https://www.classaction.org/news/class-action-claims-defective-febreze-car-vent-clips-leak-damage-vehicle-interiors> (last visited Sept. 15, 2023).

8. Moreover, rather than recognizing the Defect and offering rebates or compensation through its claims process, P&G has failed to adequately reimburse consumers for their damages. Instead, P&G has chosen to actively conceal the Defect and created an ineffective and inadequate claims process. Consumers (including Plaintiff Shehu) who have participated in the claims process have reported redundancy and inefficiency resulting in de minimus and arbitrary offers from P&G that do not align with or consider the extent of the damage caused by the product.

9. According to P&G's website, the Febreze products contain the following chemical ingredients, some or several of which are suspected to have contributed to the Defect: alcohol, benzisothiazolinone, dialkyl sodium sulfosuccinate, dodecyl dimethyl ammonium chloride, diethylene glycol, dye, fragrance, hydrogenated castor oil, cyclodextrin, modified polydimethicone, nitrogen, stink blockers, odor fighters, paraffin wax, petrolatum wax, polyamine polymer, sodium citrate, sodium maleate, soy wax, and water.⁵ P&G knew—or should have known—that one or more of these chemical compounds could cause damage to a car's interior if leaked.

10. As a result of the Defect and P&G's active concealment of it, Plaintiffs and similarly situated purchasers and users of the Febreze Clips have sustained – and continue to sustain – ascertainable and significant loss of money, property and/or loss in value of their automobiles, and loss of benefit of the bargain (“price premium”) damages..

11. Had Plaintiffs and Class members known of the Defect at the time of their purchase, they would not have purchased the Febreze Clips.

⁵ See [Learn About the Ingredients in Febreze](https://www.febreze.com/en-us/ingredients-safety/our-ingredients), <https://www.febreze.com/en-us/ingredients-safety/our-ingredients>.

12. As set forth below, P&G's conduct violates various consumer protection laws, warranty statutes, and the common law. Plaintiffs bring this suit on behalf of themselves and those similarly situated to require P&G to disclose the Defect associated with the Febreze Clips and to obtain compensatory damages, restitution, disgorgement of profits, and all other available relief for economic harm already caused.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy of at least \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court has over supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. This Court has personal jurisdiction over Defendant because it transacts substantial business in Ohio and in this Judicial District. Defendant is an Ohio corporation, is headquartered in Cincinnati, Ohio, and sells its Febreze Clips and other products throughout the State of Ohio. Defendant has intentionally availed itself of the laws and markets of this District through the distribution and sale of its products in this District. In addition, Plaintiffs' causes of action arise out of Defendant's contacts with Ohio.

15. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this Judicial District, and because Defendant resides in this Judicial District.

THE PARTIES

Plaintiffs

16. Plaintiff Rah-Nita Boykin is an Illinois citizen and resident of Country Club Hills, Illinois. In or around early April 2023, Plaintiff Boykin purchased Febreze Clips from a Dollar General location for approximately \$5.50. Before making this purchase she reviewed the product's packaging, and before using it she read the instructions. Plaintiff did not modify or change the product before using the product as instructed. She thereafter clipped one onto her vehicle and, within approximately one week, noticed that the product was leaking above her center console of her vehicle. This ended up causing extensive damage to the console. As a result of the Defect and P&G's failure to disclose the presence of the Defect, Plaintiff Boykin has been injured. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged her vehicle. Had P&G properly designed the product, this damage would not have occurred. Moreover, had PG disclosed to Plaintiff Boykin that Febreze Clips would leak and cause significant damage to her vehicle, she would not have purchased it and would not have put it in her vehicle. An image of the damage caused to Plaintiff Boykin's vehicle by her Febreze Clip is below.



17. Plaintiff Delaney Jones is a California citizen and a resident of Simi Valley, California. On August 3, 2023, Plaintiff purchased a Febreze Clip for \$5.99 from a Target location in Simi Valley, CA. Before making this purchase she reviewed the product's packaging, and before using it she read the instructions. Plaintiff did not modify or change the product before using the product as instructed. Within approximately three days of applying it to her vehicle, Plaintiff noticed that the Febreze Clip's liquid substance had leaked out completely. It had stained Plaintiff's vehicle's carpet, and damaged the vehicle's dashboard. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Jones has been injured. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged her vehicle. Had P&G properly designed the product, this damage would not have occurred. Had P&G disclosed to Plaintiff Jones that Febreze Clips would leak and cause significant damage to her vehicle, she would not have purchased it and would not have put it in her vehicle.

18. Plaintiff Rasheeda Alexander is a citizen of North Carolina and a resident of Durham, North Carolina. In June 2023, Plaintiff purchased a Febreze Clip from an Ollie's Bargain Outlet in Henderson, North Carolina for approximately \$1.99. Before making this purchase she reviewed the product's packaging, and before using it she read the instructions. Plaintiff did not modify or change the product before using the product as instructed. A few days after Plaintiff Alexander attached the Febreze Clip to the air vent in Plaintiff's 2022 Volkswagen Taos, she noticed the strong smell of the Febreze Clip and later noticed a liquid substance leaking from the Febreze Clip. It has now damaged the vent and plastic trim of her vehicle's dashboard. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged her vehicle. Had P&G properly designed the product, this damage would not have occurred. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Alexander has been injured.

19. Plaintiff Brenda Keegan is a citizen of Texas and a resident of Beaumont, Texas. In December 2022, Plaintiff Keegan purchased a Febreze Clip at a Walmart location in Port Arthur, Texas for approximately \$5.94. Before making this purchase she reviewed the product's packaging, and before using it she read the instructions. Plaintiff did not modify or change the product before using the product as instructed. Within a few weeks after applying it, she, noticed that the Febreze Clip started leaking a liquid substance. It stained the carpet and damaged the dashboard of Plaintiff's vehicle. Plaintiff took her vehicle to a repair shop to repair the damage to her vehicle, without success, and has incurred approximately \$50 in out of pocket expenses in attempting to repair the damage caused by the Febreze Clip. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged her vehicle. Had P&G properly designed the product, this damage would not have

occurred. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Keegan has been injured. Had P&G disclosed to Plaintiff Keegan that Febreze Clips would leak and cause significant damage to her vehicle, she would not have purchased it and would not have put it in her vehicle.

20. Plaintiff Mackenzie Gallagher is a citizen of Montana and a resident of Helena, Montana. On July 21, 2023, Plaintiff Gallagher purchased a Febreze Clip for \$5.94 from a Walmart location in Helena, Montana. Before making this purchase she reviewed the product's packaging, and before using it she read the instructions. Plaintiff did not modify or change the product before using the product as instructed. On August 25, 2023, Plaintiff attached the Febreze Clip onto her vehicle's air vent, and, on August 26, 2023, Plaintiff Gallagher noticed that it had leaked a liquid substance. It damaged the center console's plastic trim in the Plaintiff's vehicle. Plaintiff brought her vehicle to the dealership to inspect and repair the damage and incurred \$257.36 in out of pocket expenses. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged her vehicle. Had P&G properly designed the product, this damage would not have occurred. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Gallagher has been injured. Had P&G disclosed to Plaintiff Gallagher that Febreze Clips would leak and cause significant damage to her vehicle, she would not have purchased it and would not have put it in her vehicle. An image of the damage caused to Plaintiff Gallagher's vehicle by her Febreze Clip is below.



21. Plaintiff Fabjon Shehu is a citizen of Florida and resident of Miami Beach, Florida. In early February 2023, Plaintiff Shehu purchased a Febreze Clip from a Winn-Dixie location in Miami, Florida for approximately \$6.49. Before making this purchase he reviewed the product's packaging, and before using it he read the instructions. Plaintiff placed the Febreze Clip on the air vent of his 2020 Volkswagen Jetta. The day after Plaintiff Shehu attached the Febreze Clip to his vehicle, he noticed a liquid substance leaking from the Febreze Clip. It has now damaged the vent on Plaintiff's driver side, as well as damaged the air-condition power button located on his center console. The damage caused to the air-condition power button has impacted the functionality of the button and, therefore, the air-conditioning unit of Plaintiff's vehicle. On or around February 7, 2023, Plaintiff submitted a claim to P&G via email. On February 8, 2023, P&G contacted Plaintiff Shehu via email requesting that he provide additional documentation concerning his claim, including, but not limited to, images of the damage on the vehicle, cost or estimate of cost of repairs, and the product at issue. Per P&G's request, Plaintiff submitted an estimate for the cost of repairs on the damage caused to his vehicle totaling \$2,715.22. On or around May 15, 2023, Plaintiff Shehu received a notice via U.S. Postal Mail from P&G indicating that his claim was denied and provided Plaintiff with a pre-paid Master Card and P&G coupons

as compensation. On May 15, 2023, Plaintiff contacted P&G once again to ask for an appeal on the decision of his claim and denied P&G's attempt to provide remedy. Plaintiff did not modify or change the product before using the product as instructed. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged his vehicle. Had P&G properly designed the product, this damage would not have occurred. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Shehu has been injured, and has not been made whole from P&G's offer. Had P&G disclosed to Plaintiff Shehu that Febreze Clips would leak and cause significant damage to his vehicle, he would not have purchased it and would not have put it in his vehicle.

22. Plaintiff Toni Kellyghan is a citizen of Tennessee and resident of Bartlett, Tennessee. On September 17, 2023, Plaintiff purchased Febreze Clips from a Walmart location in Bartlett, Tennessee for approximately \$5.96. Before making this purchase she reviewed the product's packaging, and before using it she read the instructions. Plaintiff Kellyghan subsequently placed the Febreze Clip on the air conditioning vent of her 2023 Nissan Sentra. On September 21, 2023, Plaintiff Kellyghan noticed a liquid substance leaking from the Febreze Clip. It has now damaged the vent and the area surrounding the vent. Plaintiff attempted to contact P&G via phone but was unable to reach a representative. On September 21, 2023, Plaintiff received a direct message on social media from a P&G representative after submitting a post on the social media platform indicating that the product has caused damage to her vehicle. P&G requested Plaintiff's contact information for the purposes of sending a pre-paid shipment package as a part of its claims process but, to date, Plaintiff has not heard further from P&G and has not been made whole. Plaintiff did not modify or change the product before using the product as instructed. The property damage was directly caused by the Defect which resulted in the leaking

of chemical materials that contacted and damaged her vehicle. Had P&G properly designed the product, this damage would not have occurred. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Kellyghan has been injured. Had P&G disclosed to Plaintiff Kellyghan that Febreze Clips would leak and cause significant damage to her vehicle, she would not have purchased it and would not have put it in her vehicle.

23. Plaintiff Jana Jeansonne is a citizen of Louisiana and resident of Oscar, Louisiana. On or around September 9, 2023, Plaintiff Jeansonne purchased Febreze Clips from a Walmart location in New Roads, Louisiana for approximately \$5.94. Plaintiff subsequently placed a Febreze Clip on a vent on the center console above the entertainment system in Plaintiff's 2022 Hyundai Tucson. On September 21, 2023, Plaintiff noticed that the Febreze Clip started leaking a liquid substance, causing damage to the vehicle's entertainment system. Plaintiff took her vehicle to a Hyundai dealership who provided Plaintiff with an estimate of \$2,325.09 in costs to repair the damage caused to the vehicle. Plaintiff did not modify or change the product before using the product as instructed. The property damage was directly caused by the Defect which resulted in the leaking of chemical materials that contacted and damaged her vehicle. Had P&G properly design the product, this damage would not have occurred. As a result of P&G's failure to disclose the presence of the Defect and other conduct herein, Plaintiff Jeansonne has been injured. Had P&G disclosed to Plaintiff Jeansonne that Febreze Clips would leak and cause significant damage to her vehicle, she would not have purchased it and would not have put it in her vehicle. An image of the damage caused to Plaintiff Jeansonne's vehicle by her Febreze Clip is below.



The Defendant

24. Defendant, the Procter & Gamble Company, is incorporated in the State of Ohio, with its principal place of business located at One Procter & Gamble Plaza Cincinnati, Ohio 45202. Defendant manufactures, markets, and distributes the clip throughout Ohio and the United States.

FACTUAL ALLEGATIONS

Febreze Car Clips and Nature of the Defect

25. P&G designs, manufactures, distributes, markets, and sells household and automotive products to consumers. In 2022, P&G earned approximately \$80.2 billion in annual revenue, and \$14.4 billion in net income.

26. Defendant's Febreze Clip is one of the most popular brands of car air fresheners and odor eliminators in the United States.

27. The name "Febreze" comes from the words "fabric" and "breeze." First introduced in test markets in March 1996, the fabric refresher product has been sold in the United States since June 1998, and the line has since branched out to include air fresheners (Air Effects), plug-

in oil (Noticeables), scented disks (Scentstories), odor-eliminating candles, and the automotive air fresheners (Febreze CAR) that are the subject of this complaint.

28. A January 10, 2012 P&G press release attributed the following statement to its External Relations Manager: “The Febreze CAR Vent Clip was tailored specifically for the car environment. Discreet in size, the Febreze car freshener is formulated with light, fresh scents that have true odor eliminating power and the technology to slowly release scent day after day without becoming too overpowering.”⁶ That same press release states that “[a] unique membrane allows the product to slowly release scented oils, eliminating tough odors. Consumers can easily control the scent level of the Febreze CAR Vent Clips by adjusting the scent intensity dial.”⁷

29. Upon information and belief, Febreze continues to be one of the fastest growing brands in P&G’s portfolio of household brands.

30. P&G markets and sells its Febreze Clips through a variety of third-party retailers, including grocery stores, Amazon, Target, and Walmart.

31. According to P&G, the Febreze Clips “work in virtually every vehicle”⁸ and are activated by firmly pushing the clip onto the car vent until the driver hears it “click in.” P&G also markets the Febreze Clips as “safe” to use.⁹

32. What P&G does not disclose, however, is that the Febreze Clips contain a Defect which causes them to leak oil and/or other fragrance substances, thereby causing damage to the interior surfaces of the vehicles they are clipped onto.

⁶ <https://news.pg.com/news-releases/news-details/2012/Drive-Away-Odors-and-Experience-Freshness-with-Febreze-CAR-Vent-Clips/default.aspx> (last visited Sept. 15, 2023).

⁷ *Id.*

⁸ <https://www.febreze.com/en-us/products/car-air-fresheners-ember> (last visited July 7, 2023).

⁹ <https://www.febreze.com/en-us/ingredients-safety/our-safety-standards> (last visited July 7, 2023).

33. P&G has long been aware of the Defect through pre-release testing and various consumer complaints, yet it has done nothing to remedy the Defect or disclose its existence to unsuspecting customers.

Customer Complaints About the Defect

34. Plaintiffs' experiences are by no means isolated or outlying occurrences.

35. For years, consumers have complained online about the Defect. A rudimentary internet search reveals numerous forums full of Febreze Clip buyers and/or users who have the same complaint: Liquid substances leak from the Febreze Clips onto the interior surfaces and interior components of the vehicles in which they are used, causing damage to the vehicles. However, consumers are not alerted to the Defect—or complaints thereof—by P&G, and are rather left to their own devices to sift through the internet to uncover similar complaints about the Defect and resulting damage to consumers' vehicles.

36. Complaints made to various websites and online public forums show that the Defect has recurred for years, and that P&G has failed to remedy or disclose the Defect to consumers, leaving them perplexed as to the cause of the Defect and the resulting damage to their vehicles.

37. Complaints about the Defect fill the pages of various websites such as Amazon, Walmart, and HomeDepot and online public discussion boards dedicated to reviews of the Febreze Clips.

38. A compilation of some of the complaints can be found below:



Tammy W.



Leaked! Damaged Dash trim!

Reviewed in the United States  on September 13, 2020

Scent: Linen | Size: 5 Count (Pack of 1)

Don't buy! Leaked and caused damage to the trim on my dash.

Helpful

 Share

Report

 Melissa

★★★★☆ Verified Purchase

Leaked!!!

Reviewed in the United States  on August 11, 2019
Scent: Linen | Size: 5 Count (Pack of 1)



I've been buying Febreze vent clips for years and have never had a problem. I'm not sure if these are authentic, but the only 2 I've used out of this pack have leaked and took the plastic off of my Lexus. Also, there was no scent coming from them even when I turned the air on high. The only way you could smell them is if you put them against your nose. Forever regret buying these.

25 people found this helpful

Helpful


 Share

Report

 J. Rogan

★★★★☆ Verified Purchase

Leak

Reviewed in the United States  on February 11, 2019
Scent: Linen | Size: 5 Count (Pack of 1)

I love the smell of these car fresheners , which is why I purchased another multi pack. After my last one finally was down to the last bit of fragrance, I opened my new multi pack and clipped a new one on my heat vent (about 5-6 days ago). But I noticed that strong smell on my hands after I came in the house to begin cooking. I washed my hands and thought nothing of it at first. Then every time I rode in my car , I noticed the smell was very strong. I also noticed that the liquid level was going down very fast. Today it was near the bottom. (something that it took several weeks for the last one to reach). I pulled it from the vent to look at it and noticed the oily fragrance on my fingers. (hence the strong smell). My vent clip has a leak! Since i have a multi pack, I'm hoping that the others do not also leak. I'm willing to let this one slide as long as the others are ok. If not, I will be VERY disappointed.

12 people found this helpful

Helpful

 Share

Report

 jonathan krango

★★★★★ Verified Purchase


they must be defective

Reviewed in the United States  on July 10, 2021

Scent: Linen | Size: 5 Count (Pack of 1)

this is the second time i ordered these maybe from a different supplier .The first time they were fine . this time they do not give off any fragrance .

Helpful

 Share

Report

 r/Wellthatsucks • 1 yr. ago
by Jagator

Join

...

A defective Febreze air freshener ruined my vehicle dash. Febreze offers a \$50 gift card because I threw it away.



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¹⁰ https://www.reddit.com/r/Wellthatsucks/comments/u46tao/a_defective_febreze_air_freshener_ruined_my/ (last visited July 7, 2023).

Soul Related > **Soul Problems (Gen 1)** >

Febreze ate paint off dashboard. Now what?

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air vent ate dashboard febreze now off paint what

8891 Views 10 Replies 10 Participants Last post by RobisaGeek, Jul 15, 2016

L **lawrencecritters** Discussion starter · Jul 13, 2016


Howdy all. New to the forums here. Just bought a 2013 Kia Soul! YEAH!

Unfortunately, I bought one of those blasted Febreze air scent things for the car. The ones that fit on the air vents.

Well, it leaked. I got back in my car a day later and the goo that came out of the Febreze device melted the paint off of the dashboard and literally ETCHED the air vent as well!

I've posted pics. What would be the best way to paint over what has chipped off so that it seamlessly blends with the rest of what's still there? I've been googling replacement air vents to no avail. Any pointers there?

Thanks guys! Looking to have fun modding this car...after fixing it's first boo-boo.



2

Reply Save

11

¹¹ <https://www.kiasoulforums.com/threads/febreze-ate-paint-off-dashboard-now-what.83529/>.

P&G Had Knowledge of and Actively Concealed this Material Defect

39. P&G is aware of, or should have been aware of, the Defect in the clip, which it continues to sell.

40. Defendant controls the manufacture, development, marketing, sales and support for the Febreze Clips. Accordingly, Defendant was responsible for performing pre-release testing on the Febreze Clips, which would have alerted it to the Defect. On information and belief, and based on P&G's Product Safety & Compliance disclosures, P&G "carefully evaluate[s] the safety of all products and ingredients before they go to market, using well-established risk assessment methods to understand both hazards and potential exposures."¹² P&G states that "[t]hese evaluations are a mandatory part of the company's product development process, and begin during the early stages of a product's design" and "[t]he same safety standards are used everywhere [P&G] sell or make products." P&G goes on to state that it "will provide interested parties with relevant and appropriate factual information about the safety of [its] products and packaging."¹³

41. P&G's pre-release testing methods, which include approaches "based on broadly accepted practices for the scientific assessment of safety" are aimed at "evaluat[ing] the potential for an ingredient to cause adverse effects using published and accepted scientific methods." P&G also "evaluate[s] potential exposures for people and the environment, considering worst-case product use scenarios based on [its] understanding of how [its] products are actually used, as well as how they may reach the environment."¹⁴ Accordingly, P&G's rigorous testing to ensure quality

¹² <https://us.pg.com/policies-and-practices/product-safety-and-compliance/> (last visited July 7, 2023).

¹³ *Id.*

¹⁴ *Id.*

necessarily revealed to it that the Febreze Clips would leak during the course of normal use, thereby damaging surrounding surfaces.

42. P&G had exclusive knowledge that the Febreze Clips were defective such that they were predisposed to leak and fail.

43. In addition to pre-release testing, Defendant was alerted to the Defect through a host of online consumer complaints, as discussed *supra*. Despite the fact that similar complaints have been made for several years, Defendant decided to sell the Febreze Clips without modifying the product or disclosing the Defect to unsuspecting buyers.

44. P&G is well aware that this type of defect would be material to its customers. Many customers, including Plaintiffs, had damage to their vehicles as a result of the leaked liquid from the Febreze Clips and alerted P&G to the same. Had buyers been aware of the Defect, and the risk of resulting harm to their vehicles, they would not have purchased the Febreze Clips, or would have paid less for them.

45. Additionally, and as noted above, P&G was previously sued by other consumers who alleged that the Febreze clips caused damage to their vehicles. The operative amended complaint in that case was filed on behalf of three such plaintiffs on July 28, 2020, and the docket reflects that the parties filed a joint notice of dismissal on February 12, 2021. *See Davis v. The Proctor & Gamble Co.*, No. 1:20-cv-03220 (N.D. Cal.) Docket Entry Nos. 18, 35. The fact that P&G had previously been sued about this same issue several years ago demonstrates that it had pre-sale knowledge with respect to each of Plaintiffs' purchases of Febreze clips.

46. Despite this knowledge and the ongoing complaints regarding the Defect, P&G has not provided any relief to Plaintiffs or others who purchased and/or used the clips and were damaged as a result. All putative class members were injured in that they paid a premium to

purchase a product with an undisclosed, material defect that directly interferes with the core functionality of the clips.

47. In addition to the frustration and inconvenience of having the Febreze Clips leak all over their vehicles, many customers are forced to pay out-of-pocket for vehicular repairs due to damage caused by the Defect. Indeed, Plaintiffs Gallagher and Keegan had to pay \$98.36 and \$50 out-of-pocket, respectively, to inspect and repair the damage caused by the defective Febreze Clips. P&G has failed to offer any sort of reimbursement for these out-of-pocket costs, and otherwise has no remedy for the Defect.

48. Because of P&G's actions, Febreze Clips' owners have suffered damages in the form of loss of use, failure of the Febreze Clips' core functionality, loss of the benefit of their bargain, diminution in value or and overpayment for the Febreze Clips, and lost time and expense involved in contacting P&G and automotive repair shops to address damage caused by the Defect.

CLASS ACTION ALLEGATIONS

49. Plaintiffs bring this suit as a class action on behalf of themselves and on behalf of all others similarly situated (the "Class") pursuant to FED. R. CIV. P. 23(a), 23(b)(2) and 23(b)(3). Subject to additional information obtained through further investigation and/or discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint. Together, the below Nationwide Class and Illinois, California, North Carolina, Texas, Montana, and Florida Subclass are referred to herein as the "Class." Plaintiff seeks to represent the following Classes:

Nationwide Class:

All persons or entities in the United States who have purchased or used a Febreze Clip.

Illinois Subclass:

All persons or entities in Illinois who have purchased or used a Febreze Clip.

California Subclass:

All persons or entities in California who have purchased or used a Febreze Clip.

North Carolina Subclass:

All persons or entities in North Carolina who have purchased or used a Febreze Clip.

Texas Subclass:

All persons or entities in Texas who have purchased or used a Febreze Clip.

Montana Subclass:

All persons or entities in Montana who have purchased or used a Febreze Clip.

Florida Subclass:

All persons or entities in Florida who have purchased or used a Febreze Clip.

Tennessee Subclass:

All persons or entities in Tennessee who have purchased or used a Febreze Clip.

Louisiana Subclass:

All persons or entities in Louisiana who have purchased or used a Febreze Clip.

50. This action has been brought and may be properly maintained as a class action for the following reasons and meets the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3):

a. Numerosity: Members of the Class are so numerous that their individual joinder is impracticable. Although the exact number of Class members is not certain, the disposition of the claims of these Class members in a single action will provide substantial benefits to all parties and the Court. Information concerning the exact size of the putative class is within the possession of Defendant and may be found through discovery.

b. Existence and Predominance of Commons Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

- i. Whether the Febreze Clips suffer from a Defect that causes them to leak liquid substances;
 - ii. Whether Defendant has breached its contract(s) and/or warranties with Plaintiff and members of the Class;
 - iii. Whether Defendant knew or should have known of the Defect but failed to disclose the problem and its consequences to its consumers;
 - iv. Whether the defective nature of the Febreze Clips constitutes a material fact that a reasonable consumer would have considered in deciding whether to purchase or use the Febreze Clips;
 - v. Whether Defendant should be required to disclose the existence of the Defect;
 - vi. Whether the defective Febreze Clips should be recalled or repaired, and whether Defendant should otherwise make Plaintiff and the Class whole;
- and

- vii. Whether Defendant's conduct violates the various consumer protection statutes asserted herein.

These and other questions of law or fact which are common to the members of the Class predominate over any questions affecting only individual members of the Class.

- c. Typicality: Plaintiffs' claims are typical of the claims of the Class since each Plaintiff purchased a Febreze Clip, just like all members of the Class. Plaintiffs' claims are based upon the same legal and remedial theories as the proposed Class and involve similar factual circumstances. Furthermore, Plaintiffs and all members of the Class sustained monetary injury arising out of Defendant's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of itself and all absent Class members.

- d. Adequacy: Plaintiffs are adequate representative of the Class because of the fact that: (1) their interests do not conflict with the interests of the Class that they seeks to represent; (2) they have retained counsel competent and highly experienced in complex class action litigation; and (3) they intend to prosecute this action vigorously in litigation. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

- e. Superiority: The proposed class action also meets the requirements of Federal Rule of Civil Procedure 23(b)(3) because in this case a class action is superior to other available methods for the fair and efficient adjudication of the controversy. A class action is superior to other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class since it will be both individually and institutionally more cost efficient and effective to litigate this way. Individualized litigation presents a

potential for inconsistent or contradictory judgments. Additionally, individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. A class action presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court for both the individual person and the entire court system.

f. Predominance: The proposed action meets the requirements of Federal Rule of Civil Procedure 23(b)(3) since questions of law and fact common to the Class predominate over any questions which may affect only individual Class members

g. Defendant has acted and failed to act on grounds generally applicable to Plaintiffs and the other members of the Class, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and making injunctive or corresponding declaratory relief appropriate. In the absence of a class action, Defendant would be able to be unjustly enriched and retain the benefits of its wrongful conduct.

VIOLATIONS ALLEGED

COUNT I

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

**(On behalf of all Plaintiffs and the Nationwide Class or,
alternatively, the California, Illinois, North Carolina,
Texas, Montana, Florida, Tennessee and Louisiana Classes)**

51. Plaintiffs repeat and incorporate herein by reference each and every paragraph of this complaint as though set forth in full in this cause of action.

52. The implied warranty of merchantability included with each sale of a Febreze Clip means that P&G warranted that they (i) would pass without objection in trade under the contract

description; (ii) was fit for the ordinary purposes for which the Febreze Clips would be used; and (iii) conformed to the promises or affirmations of fact made on the Febreze Clips' labeling.

53. The Febreze Clips would not pass without objection in the car air freshener and odor eliminator trade because, under normal use, the Febreze Clips are prone to leak oil and/or other substances that cause significant damage to the interior surfaces and interior components of vehicles in which they are used. These circumstances also make them unfit for the ordinary purposes for which such Febreze Clips are used.

54. Moreover, the Febreze Clips are not adequately labeled because their labeling failed to disclose the Defect and associated difficulties and did not advise Plaintiffs or Class members of the same prior to experiencing the Defect.

55. P&G was given notice of the Defect through numerous complaints and warranty claims it received.

56. As a direct and proximate result of P&G's breach of the implied warranty of merchantability, the proposed Class members received goods with substantially impaired value and have experienced actual damages. Plaintiffs and Class members have been damaged by the diminished value of the Febreze Clips, and their malfunctioning, and actual and potential repair costs for damages caused by the Defect.

COUNT II
BREACH OF EXPRESS WARRANTY

**(On behalf of all Plaintiffs and the Nationwide Class or,
alternatively, the California, Illinois, North Carolina,
Texas, Montana, Florida and Louisiana Classes)**

57. Plaintiffs repeat and incorporate herein by reference each and every paragraph of this complaint as though set forth in full in this cause of action.

58. Through its product labeling and advertising, P&G created written express warranties and expressly warranted to Plaintiffs and the other members of the Class that the Febreze Clips would be of high quality, at a minimum would work properly, and would be free from defects and fit for normal use.

59. These affirmations and promises were part of the basis of the bargain between P&G and its customers.

60. P&G breached these express warranties because the Febreze Clips were defective as set forth above.

61. As a direct and proximate result of Defendant's breach of express warranties, Plaintiffs and the members of the Class have been damaged in an amount to be determined at trial.

COUNT III
VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On behalf of Plaintiff Jones and the California Subclass)

62. Plaintiff Jones realleges and incorporates by reference all preceding allegations as if fully set forth herein.

63. Plaintiff Jones is a resident of California.

64. P&G is a "person" as defined by Cal. Bus. & Prof. Code §17201.

65. P&G violated Cal. Bus. & Prof. Code §§ 17200, *et seq.* ("UCL") by engaging in the following unlawful, unfair, and deceptive business acts and practices:

- a. Omitting, suppressing, and concealing the material fact that they did not comply with common law and statutory duties pertaining to the reliability of

the product of Plaintiff Jones and California Subclass Members, including duties imposed by the FTC Act, 15 U.S.C. § 45; and

- b. Omitting, suppressing, and concealing the Defect to Plaintiff Jones and California Subclass Members.

66. These omissions were material because they were likely to deceive reasonable consumers about the adequacy of Defendant's product. Plaintiff Jones would not have purchased the product in the first instance had this material information been disclosed by P&G.

67. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent acts and practices, Plaintiff Jones and California Subclass Members were injured and suffered monetary and non-monetary damages, as described herein.

COUNT IV
VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT
Cal. Civ. Code §§ 1750, *et seq.*

(On behalf of Plaintiff Jones and the California Subclass)

68. Plaintiff Jones re-alleges and incorporates by reference all preceding allegations as if fully set forth herein.

69. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* ("CLRA") is a comprehensive statutory scheme that is to be liberally construed to protect consumers against unfair and deceptive business practices in connection with the conduct of businesses providing goods, property or services to consumers primarily for personal, family, or household use.

70. P&G is a "person" as defined by Civil Code §§ 1761(c).

71. Plaintiff Jones and the California Subclass are "consumers" as defined by Civil Code §§ 1761(d) and 1770, and have engaged in a "transaction" as defined by Civil Code §§ 1761(e) and 1770.

72. The following acts and practices of P&G violated Civil Code § 1770, *et seq.*, in connection with the sale of Clips to Plaintiff Jones and California sub-class members:

- a. Representing that goods or services have characteristics that they do not have;
- b. Representing that goods or services are of a particular standard, quality, or grade when they were not;
- c. Advertising goods or services with intent not to sell them as advertised; and
- d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

73. P&G's omissions were material because they were likely to deceive reasonable consumers about the suitability of their use in vehicles.

74. As a direct and proximate result of P&G's violations of California Civil Code § 1770, Plaintiff Jones and California Subclass Members have suffered and will continue to suffer injuries.

COUNT V
**VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT**

(On behalf of Plaintiff Boykin and the Illinois Subclass)

75. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

76. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. Ann. §505/1, *et seq.*, was created to protect Illinois consumers from deceptive and unfair business practices.

77. Plaintiff Boykin and Illinois Subclass members are persons who purchased Clips for personal purposes and personal use.

78. P&G's conduct described herein constitutes use or employment of deception, false promise, misrepresentation, unfair practice and the concealment, suppression, and omission of material facts in connection with the sale and advertisement of merchandise, the Clips, in trade or commerce in Illinois, with the intention that Plaintiffs and Illinois Subclass members would rely on such conduct in deciding to purchase the Febreze clips, making it unlawful under 815 Ill. Comp. Stat. Ann. §505/1, *et seq.*

79. Accordingly, Plaintiff Boykin and Illinois Subclass members are entitled to recover their actual damages, which can be calculated with a reasonable degree of certainty using sufficiently definitive and objective evidence. Illinois Plaintiffs and Illinois Subclass members are entitled to all available statutory, exemplary, treble, and/or punitive damages and attorneys' fees based on the amount of time reasonably expended and equitable relief necessary or proper to protect them from Defendant's unlawful conduct.

COUNT VI
**VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND
DECEPTIVE TRADE PRACTICES ACT ("UDTPA")**
N.C. Gen. Stat. §§75-1, *et seq.*

(On behalf of Plaintiff Alexander and the North Carolina Subclass)

80. The North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA") was created to protect North Carolina consumers from unfair or deceptive business practices.

81. P&G has engaged in immoral, unethical, oppressive, unscrupulous, substantially injurious and misleading commercial practices, with the intent to deceive the consumer in connection with the marketing, promotion and sale of the Febreze clips.

82. Plaintiffs and North Carolina Subclass members reasonably relied on the actions by P&G when they purchased the Febreze clips for personal purposes and suffered ascertainable

losses of money or property, due to these unfair and deceptive act and practices. Plaintiffs and North Carolina Subclass members acted as reasonable consumers would have acted under the circumstances, and entered into the transactions (purchasing the Febreze clips) that resulted in the damages.

83. Accordingly, pursuant to the aforementioned statutes, Plaintiffs and North Carolina Subclass members are entitled to recover their actual damages. In addition, given the nature of P&G's conduct, Plaintiffs and North Carolina Subclass members are entitled to recover statutory, exemplary, treble, and/or punitive damages, together with interest, cost of suit, and attorneys' fees based on the amount of time reasonable expended and equitable relief necessary, and all such other relief as the Court deems proper.

COUNT VII
**VIOLATIONS OF THE TEXAS DECEPTIVE TRADE
PRACTICES AND CONSUMER PROTECTION ACT**
Tex. Bus. Comm. Code Ann. § 17.41, *et seq.*

(On behalf of Plaintiff Keegan and the Texas Subclass)

84. The Texas Deceptive Trade Practices-Consumer Protection Act ("TDTPA") was created to protect Texas consumers from false, misleading, and deceptive business practices.

85. Plaintiff Keegan and members of the Texas Subclass purchased the Febreze clips for personal purposes.

86. P&G marketed and advertised the Febreze clips to consumers in Texas.

87. P&G concealed and failed to disclose in any of its marketing materials, advertising, packaging, and/or any other communication that the Febreze clips were defective and were predisposed to leak and cause significant damage to consumers' vehicles during their ordinary and intended use.

88. P&G's conduct described herein constitutes a violation of several of the provisions enumerated in Tex. Bus. & Com. Code Ann. § 17.46(b), including but not limited to, misleading, misrepresenting, omitting, or supplying false information to consumers as to the source, affiliation, certification, characteristics, ingredients, uses, benefits, quantities, standard, or condition of the Febreze clips.

89. P&G's conduct was fraudulent and deceptive because the omissions created a likelihood of confusion and misunderstanding and had the capacity or tendency to deceive and, in fact, did deceive, ordinary consumers, including Plaintiff Keegan. Ordinary consumers, including Plaintiff Keegan, would have found it material to their purchasing decisions had they known the true facts about the propensity of the Febreze clips to leak and cause significant damage.

90. Plaintiff Keegan and members of the Texas Subclass justifiably relied on the omissions by P&G, and reasonable consumers would have been expected to rely upon these omissions.

91. P&G's conduct actually and proximately caused an ascertainable loss of money or property to Plaintiff Keegan (as set forth above) and members of the Texas Subclass. Absent P&G's unfair, deceptive and/or fraudulent conduct, Plaintiff Keegan and Texas Subclass members would have behaved differently and would not have purchased the Febreze clips. P&G's omissions induced Plaintiff Keegan and Texas Subclass members to purchase or lease Febreze clips they would not otherwise have purchased.

92. Accordingly, pursuant to Tex. Bus. & Com. Code Ann. § 17.50(b)(1), (h), Plaintiff Keegan and Texas Subclass members are entitled to recover their actual damages. In addition, given the nature of P&G's conduct and knowledge of the defect, Texas Plaintiffs and Texas

Subclass members are entitled to recover treble damages for the willful and knowing violation of the TDTPA and attorneys' fees based on the amount of time reasonably expended and equitable relief necessary or proper to protect them from P&G's unlawful conduct, and all such other relief as the Court deems proper.

COUNT VIII
VIOLATIONS OF THE MONTANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT
Mont. Code §30-14-101, *et seq.*

(On behalf of Plaintiff Gallagher and the Montana Subclass)

93. The Montana Unfair Trade Practices and Consumer Protection Act was created to protect Montana consumers from deceptive and unfair business practices.

94. P&G's conduct described herein constitutes the act, use or employment of deception, false promise, misrepresentation, unfair practice and the concealment, suppression, and omission of material facts in connection with the advertisement and sale of merchandise, the Febreze clips, in trade or commerce in Montana, making it unlawful under Mont. Code §30-14-101, *et seq.*

95. Plaintiff Gallagher and Montana Subclass members purchased the Febreze clips for personal purposes and suffered ascertainable losses of money or property as the result of the use or employment of a method, act or practice declared unlawful by Mont. Code §30-14-101, *et seq.*

96. Plaintiff Gallagher and Montana Subclass members acted as reasonable consumers would have acted under the circumstances, and P&G's unlawful conduct would cause reasonable persons to enter into the transactions (purchasing the Febreze clips) that resulted in the damages.

97. Accordingly, pursuant to Mont. Code §30-14-101, *et seq.*, Plaintiff and Montana Subclass members are entitled to recover their actual damages. In addition, given the nature of

P&G's conduct, including its knowledge of the defect, Plaintiff and Montana Subclass members are entitled to all available statutory, exemplary, treble, and/or punitive damages and attorneys' fees based on the amount of time reasonably expended and equitable relief necessary or proper to protect them from P&G's unlawful conduct.

COUNT IX
**VIOLATIONS OF THE LOUISIANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT**
Louis. Rev. Stat. §51:1401, *et seq.*

(On behalf of Plaintiff Jeansonne and the Louisiana Subclass)

98. The Louisiana Unfair Trade Practices and Consumer Protection Act was created to protect Louisiana consumers from deceptive and unfair business practices.

99. P&G's conduct described herein constitutes the act, use or employment of deception, false promise, misrepresentation, unfair practice and the concealment, suppression, and omission of material facts in connection with the advertisement and sale of merchandise, the Febreze clips, in trade or commerce in Louisiana making it unlawful under Louis. Rev. Stat. §51:1401, *et seq.*

100. Plaintiff Jeansonne and Louisiana Subclass members purchased the Febreze clips for personal purposes and suffered ascertainable losses of money or property as the result of the use or employment of a method, act or practice declared unlawful by Louis. Rev. Stat. §51:1401, *et seq.*

101. Plaintiff Jeansonne and Louisiana Subclass members acted as reasonable consumers would have acted under the circumstances, and P&G's unlawful conduct would cause reasonable persons to enter into the transactions (purchasing the Febreze clips) that resulted in the damages.

102. Accordingly, pursuant to Louis. Rev. Stat. §51:1401, *et seq.*, Plaintiff and Louisiana Subclass members are entitled to recover their actual damages. In addition, given the nature of P&G's conduct, including its knowledge of the defect, Plaintiff and Louisiana Subclass members are entitled to all available statutory, exemplary, treble, and/or punitive damages and attorneys' fees based on the amount of time reasonably expended and equitable relief necessary or proper to protect them from P&G's unlawful conduct.

COUNT X
NEGLIGENCE

**(On behalf of all Plaintiffs and the Nationwide Class or,
alternatively, the California, Illinois, North Carolina,
Texas, Montana, Florida, Tennessee and Louisiana Classes)**

76. Plaintiffs repeat and incorporate herein by reference each and every paragraph of this complaint as though set forth in full in this cause of action.

77. P&G owed a duty of care to Plaintiff and members of the Class that the Febreze Clips would actually work as intended and to give appropriate warnings about all known dangers and risks associated with the intended use to the foreseeable users of the Febreze Clips including the Plaintiffs and Class members.

78. In light of the various complaints submitted to and about P&G concerning the Febreze Clips, it was reasonably foreseeable to P&G that the Defect could cause harm to property.

79. As a direct and proximate result of the breach of its duty, Plaintiff and Class members have been damaged and are therefore entitled to damages since Plaintiffs and Class members paid the purchase price for the Febreze Clips, although they would not have purchased Febreze Clips at all, or would have paid less for the Febreze Clips, if they had known the reality of the Febreze Clips and that the Defect in the Febreze Clips caused damage to property aside from to the product itself.

80. As a direct and proximate result of the breach of its duty, Plaintiffs have experienced harm both to the Febreze Clips themselves, as well as to their automobiles.

COUNT XI
UNJUST ENRICHMENT

**(On behalf of all Plaintiffs and the Nationwide Class or,
alternatively, the California, Illinois, North Carolina,
Texas, Montana, Florida, Tennessee and Louisiana Classes)**

81. Plaintiffs repeat and incorporate by reference the preceding allegations. This claim is pled in the alternative to the breach of warranty based counts.

82. Plaintiffs and Class members have conferred a benefit on Defendant by purchasing the Febreze Clips possessing the Defect. This benefit is measurable using the price of Defendant's Febreze Clips. Defendant appreciates or has knowledge of such benefits.

84. Defendant's retention of this benefit violates principles of justice, equity, and good conscience.

85. It would be inequitable and unjust for Defendant to retain the benefit of revenues obtained from purchases of its Febreze Clips, because P&G concealed a known material fact concerning the quality and performance of the Febreze Clips.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request, on behalf of themselves and members of the Class, that this Court:

- A. Determine that the claims alleged herein may be maintained as a class action under Rule 23(a), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, and issue an order certifying the Class as defined above;

- B. Award all actual, general, special, punitive, incidental, statutory, restitution and consequential damages to which Plaintiff(s) and Class members are entitled;
- C. Appointing Plaintiffs as representatives of the Class and the designation of Class Counsel;
- D. Grant appropriate injunctive and/or declaratory relief, including without limitation, an order requiring Defendant to replace, recall, or adequately repair the defective Febreze Clips, and/or to require Defendant to provide adequate curative notice regarding the true nature of the defect;
- E. An award to Plaintiffs and the Class of reasonable attorney's fees and costs;
- F. An award to Plaintiffs and the Class of reasonable pre-judgment and post-judgment interest; and
- G. Grant such further and other relief that this Court deems appropriate.

JURY DEMAND

Plaintiffs request trial by jury of all claims that can be so tried.

Dated: September 28, 2023

Respectfully submitted,

/s/ Joseph M. Lyon

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Attorneys for Plaintiffs

Certificate of Service

I, Joseph M. Lyon, certify that I filed the foregoing Plaintiffs' Amended Complaint using the Court's CM/ECF system, thereby causing it to be served upon all counsel of record in this case.

Dated: September 28, 2023

/s/ Joseph M. Lyon
Joseph M. Lyon