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10 *Attorneys for Plaintiffs and Putative Classes*

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 DIANE HOWARD; CHATHAM
16 MULLINS; WILLIAM EISMAN;
17 CHRISTIAN M. RAINEY; TRACEY
18 CUOMO; BRITTANY HODGES;
19 JEREMIAH PEARSON, Jr., A Minor, by
20 JEREMIAH PEARSON as Natural Parent
21 and Next Friend; ROBERT
22 BEGLARYAN; JASON BARON;
23 DANIEL FELDTKELLER; DANYELLE
24 ZARICK; NANEA TANNEHILL;
25 MAVERICK ZALEWSKI; JENNIFER
26 IRIZARRY; MARILYN SAAVEDRA;
27 LEANNA LAWSON, A Minor, by
28 TABITHA LAWSON as Natural Parent
and Next Friend; KARIN GOLDEN; JAY
WHITELAW; SHEIKARA GRAY; AVA
SEVDALAKIS, a Minor, by TOBI
KARSON-SEVDALAKIS as Natural
Parent and Next Friend; DONNA
SAUNDERS; STARNELLA HARDER;
CASEY TIERNEY; ALLYSON NIX;
ROBIN COREY; LINDSEY SMITH;
BRETT GOODEN; NATALIE KRALL;
DEBRA SCHULTZ; AKIA KENNEDY;
SKYY HICKSON, a Minor, by GENNA

Civil Action No. 2:24-cv-01834-SB-BFM

**CLASS ACTION FIRST AMENDED
COMPLAINT**

CLASS ACTION

DEMAND FOR JURY TRIAL

1 STEELE as Natural Parent and Next
2 Friend; MAX WINER; TRISHA
3 NAPIER; ERICA SHOVE; DEAN
4 DAMICO; EGINE DAVTIAN; KELLI
5 HUNT; PATRICIA MATTHEWS;
6 ANNA ROMERO; JARED SMITH;
7 TIFFANY STITT; KATHLYN
8 AVERITT; JADE RAVEN; KIMBERLY
9 WILLIAMS; SHANNON CITRINO;
10 SHABERIA AMADOR CROWDER;
11 MICHELLE HOLLINS; ELIANA
12 MORALES; SHANDRA FRANKLIN;
13 CRYSTAL CROSBY; JAMILAH
14 GLASCO; JENNIFER HARPER; LISA
15 LAVARONE and KATINA BENNETT
16 on behalf of themselves, and all others
17 similarly situated, and the general public,

18 Plaintiffs,

19 v.

20 ALCHEMEE, LLC; TARO
21 PHARMACEUTICAL USA, INC., and
22 DOES 1 to 50, Inclusive,

23 Defendants.

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A. VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION

LAW BUS. & PROF. CODE § 17200 *et seq.*, *Individually and on*

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1 **I. INTRODUCTION**

2 1. This is a consumer fraud Class Action to redress the economic harms
3 caused by Defendants’ sale of benzoyl peroxide acne treatment drug products (“BPO
4 Products”) without warning consumers the BPO Products had the potent human
5 carcinogen benzene, and that BPO Products degraded into benzene under normal use,
6 handling, and storage conditions.

7 2. The BPO Products are “drugs” used to treat acne vulgaris (“acne”),
8 formulated with a chemical called benzoyl peroxide (“BPO”), along with other
9 inactive ingredients, to make acne treatment creams, washes, scrubs, and bars.

10 3. It is undisputed within the scientific community that benzene is a potent
11 human carcinogen, with no safe level of human exposure. The U.S. Food and Drug
12 Administration (“FDA”) recognizes benzene as carcinogen that can cause cancer in
13 humans¹ and classifies it as a “Class 1” solvent that must be “avoided” in drug
14 manufacturing.² The FDA allows one limited exception – where the use of benzene
15 in a drug product is unavoidable to produce a drug product with a significant
16 therapeutic advantage otherwise not available. In that instance, benzene must be
17 restricted to two parts per million (ppm).³ Defendants’ BPO Products do not meet
18 this rare exception—in other words, there should not be *any* benzene in BPO
19 Products.

20 4. A drug is “adulterated” if it consists in whole or in part of any filthy,
21 putrid, or decomposed substance, is impure, or mixed with another substance.⁴ Under
22

23 ¹ U.S. Food and Drug Administration, *Questions and Answers on the Occurrence of*
24 *Benzene in Soft Drinks and Other Beverages*, (Feb. 25, 2022),
25 [https://www.fda.gov/food/chemicals/questions-and-answers-occurrence-benzene-soft-](https://www.fda.gov/food/chemicals/questions-and-answers-occurrence-benzene-soft-drinks-and-other-beverages)
[drinks-and-other-beverages](https://www.fda.gov/food/chemicals/questions-and-answers-occurrence-benzene-soft-drinks-and-other-beverages).

26 ² U.S. Food and Drug Administration, *Q3C – Tables and Lists Guidance for Industry*,
(June 2017), <https://www.fda.gov/media/71737/download>.

27 ³ *Id.*

28 ⁴ 21 U.S.C. § 351(a)(2011); see also § 351(b)-(d) (noting that a lack of purity or mixture
with another substance also renders drug adulterated).

1 the Federal Food, Drug and Cosmetic Act (“FDCA”), it is a crime to introduce or
2 deliver “into interstate commerce any food, drug, device, tobacco product, or
3 cosmetic that is adulterated or misbranded.”⁵ If benzene is found in any on-market or
4 post-market product, the drug is adulterated, illegal, and the drug manufacturer must
5 contact the FDA to initiate a voluntary recall.⁶

6 5. BPO is a fundamentally unstable molecule that will degrade into benzene
7 —a point illustrated by the identification of benzene in every BPO product tested.
8 This occurrence of benzene is exacerbated by exposure to heat—but it will form
9 under normal, labeled, storage and transport conditions.

10 6. Thus, all the BPO Products marketed and sold by Defendants to Plaintiffs,
11 the putative Class members, and the public decomposed into benzene rendering them
12 illegal for sale within the United States, unfit for human use, i.e., worthless, and
13 materially different than advertised.

14 7. In 2023, Valisure, LLC,⁷ an accredited laboratory that has developed
15 analytical methods to test drugs and consumer products for public safety, tested over
16 a hundred samples of BPO and non-BPO products to determine whether any had
17 benzene. While nearly all BPO Products contained benzene; nearly none of the non-
18 BPO acne products had detectable levels of benzene.

19 _____
20 ⁵ 21 U.S.C. § 331(a)(2011).

21 ⁶ U.S. Food and Drug Administration, *FDA Alerts Drug Manufacturers to the Risk of*
22 *Benzene in Certain Drugs*, (Dec. 22, 2022), <https://www.fda.gov/drugs/pharmaceutical-quality-resources/fda-alerts-drug-manufacturers-risk-benzene-contamination-certain>
(last visited Feb. 9, 2024).

23 ⁷ Valisure is an independent third-party analytical laboratory that is accredited to
24 International Organization for Standardization (“ISO/IEC”) 17025:2017 standards for
25 chemical testing (PJLA Accreditation Number 94238). In response to rising concerns
26 about drug shortages, generics, and overseas manufacturing, Valisure developed and
27 validated methods to test medications and consumer products distributed in the United
28 States. Valisure has tested a variety of drug and consumer healthcare products for
benzene including sunscreens, antiperspirants, body sprays, hand sanitizers, and dry
shampoos for benzene. Valisure’s testing results submitted to the FDA in its Citizen’s
Petitions, were widely publicized in the media leading to numerous recalls of
contaminated consumer products. *See* Valisure Citizen’s Petition on Benzoyl Peroxide
(March 5, 2024).

1 8. Valisure also attempted to ascertain BPO product stability, using three sets
2 of temperatures, 37°C/98.6°F, designed to simulate human body temperature,
3 50°C/122°F, used to evaluate shelf-life performance as an accelerated stability testing
4 temperature used by the pharmaceutical industry,⁸ and 70°C/158°F, used to model
5 storage in a hot vehicle.⁹ Benzene concentrations were measured at certain time
6 intervals using GC-MS, and benzene findings were plotted in real time and reported
7 in ppm.¹⁰ Importantly, at baseline, before any heat or humidity was applied to these
8 products, 94 of 99 (95%) of them contained benzene, some with levels that far exceed
9 the 2-ppm limit imposed by FDA on products manufactured with benzene solvents
10 (which are not applicable to BPO Products).

11 9. Valisure's results confirm that on-market BPO Products degrade into
12 benzene and can form levels up to hundreds of ppm when handled, used, or stored at
13 expected and/or accelerated temperatures.¹¹

14 10. Valisure scientists also found that benzene was released into the
15 surrounding air even when the BPO Products' packaging was *closed* raising concern
16 for even more inhalation exposures—a particularly pernicious form of exposure to
17 benzene.¹² Consumers storing their BPO Products in a warm and humid
18 environment, i.e., a small bathroom or car glove box, could see levels of benzene rise
19 in the air similar to those seen in occupational settings, where benzene inhalation is
20

21 ⁸Ghimire, Prakash et al., *Guidelines on Stability Studies of Pharmaceutical Products*
22 *and Shelf-Life Estimation*, INTERNATIONAL JOURNAL OF ADVANCES IN
23 PHARMACY AND BIOTECHNOLOGY, (2020), 06. 15-23.

10.38111/ijapb.20200601004.

24 ⁹ Grundstein A, Meentemeyer V, Dowd J. *Maximum vehicle cabin temperatures under*
25 *different meteorological conditions*, Int J Biometeorol. 2009 May;53(3):255-61. doi:
10.1007/s00484-009-0211-x. Epub 2009 Feb 21. PMID: 19234721.

26 ¹⁰ Valisure's findings were reported to the FDA in its March 5, 2024 Citizen's Petition.
27 *See* Valisure, LLC, *Valisure Citizen Petition on Benzene in Benzoyl Peroxide Acne*
28 *Drugs*, (March 5 2024), <https://www.valisure.com/valisure-newsroom/fda-citizen-petition-8-benzene-in-benzoyl-peroxide-products>, pp 16-18.

¹¹Id.

¹² Id. at 19.

1 closely monitored and controlled. In contrast, the levels of benzene found in the 76
2 non-BPO products were null to *de minimus*.¹³

3 11. Valisure’s testing data has been published in the prestigious peer-reviewed
4 journal, Environmental Health Perspectives, and is incorporated herein by reference.¹⁴

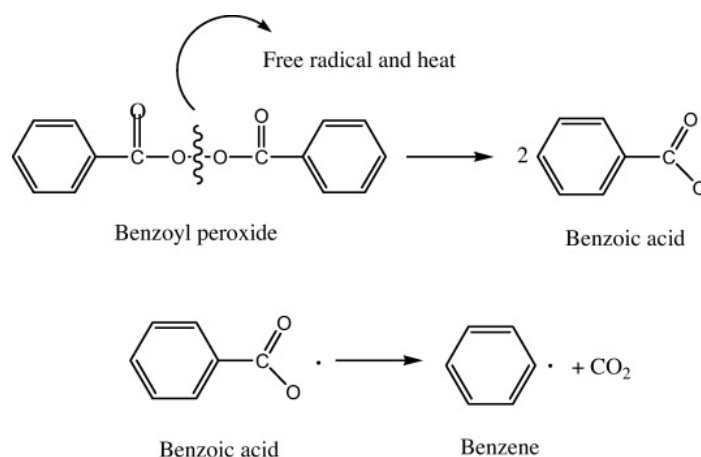
5 12. Valisure filed a FDA Citizen’s Petition on March 5, 2024 demanding an
6 immediate recall of all BPO Products. To date, the FDA has not responded or ruled
7 on the pending Citizen’s Petition. Further, it does not appear that any BPO Products
8 manufacturers or sellers have voluntarily recalled any BPO Products, despite the
9 Citizen’s Petition and the peer-reviewed literature. Although the BPO Products have
10 been found to have benzene, Defendants never listed benzene among its Products’
11 ingredients, or anywhere on the Products’ labels, containers, advertising or on
12 Defendants’ websites. Defendants never warned anyone the BPO Products had
13 benzene or were at risk of benzene contamination.

14 13. Defendants knew or should have known their BPO Products contain and/or
15 degraded into benzene when exposed to expected consumer use, handling, and
16 storage conditions. BPO is known, within the scientific community (but not among
17 consumers) to degrade into benzene according to the mechanism below:¹⁵

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21 ¹³ Id., at 15 (“76 non-BPO products had no detectable benzene or values below 0.1 ppm.
22 6 non-BPO products contained traces of benzene below 2 ppm, which could be due to
23 various inactive ingredients used in consumer products that have been theorized to
contain trace benzene”).

24 ¹⁴ Kucera K, et al., *Benzoyl Peroxide Drug Products Form Benzene*, 132 ENV. HEALTH
PERSPECT. 3, 37702-1–3 (Mar. 14, 2024).

25 ¹⁵ The disposition of benzoyl peroxide to form benzene. Benzoyl peroxide is known to
26 thermally decompose to form two molecules of benzoyloxy radicals that can further
decompose to benzoic acid or phenyl radicals with liberation of carbon dioxide. The
27 phenyl radicals can then produce benzene. See Shang-Hao, L., et al, *Thermal hazard
evaluation of the autocatalytic reaction of benzoyl peroxide using DSC and TAM III*,
28 605 THERMOCHIMICA ACTA 68-76 (2015).



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14. Defendants misled the Plaintiffs, the putative Class members, and the general public by representing their BPO Products only had the ingredients listed on the labels, packaging, containers, and websites promoting the BPO Products. Defendants misled the Plaintiffs, the putative Class members, and the general public by representing that BPO Products were safe while concealing material information that BPO Products are contaminated and degrade into benzene. Defendants further misled Plaintiffs, the putative Class members, and the public by assigning long expiration dates of 2-3 years, leading consumers to believe the BPO Products were safe for use for years when Defendants knew or should have known the BPO Products degrade into benzene within days or were contaminated by the time the BPO Products were first used by the consumer. Defendants' BPO Products' statements and omissions of material health and safety information are prohibited deceptive trade practices and constitute false and deceptive advertising pursuant to the various state consumer laws alleged herein. Indeed, Defendants unreasonably placed Plaintiffs, the putative Class members, and the public at risk of exposure to benzene which, in turn, increases the risk of cancer by increasing a person's overall benzene exposure, without their knowledge or consent.

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15. Because of the Defendants' misconduct and consumer deception, the Plaintiffs and the putative Class members were economically harmed, as they bought products they otherwise would have never bought, receiving a product that was unfit

1 for human use, i.e., worthless, was not what it was purposed to be, was illegal for sale
2 in the United States, and/or had value below the price paid. They were also
3 physically harmed by being exposed to benzene, which increased their lifetime
4 exposure burden to benzene which, in turn, increased the risk of various cancers.

5 16. This Class Action is necessary to redress the economic harms caused to the
6 Plaintiffs and the putative Class members who bought Defendants' BPO Products.
7 This Class Action is further necessary to expose Defendants' ongoing consumer fraud
8 and to enjoin Defendants from continuing their misconduct to protect consumers and
9 public health.

10 17. Plaintiffs bring this Class Action individually, and on behalf of those
11 similarly situated, and seek to represent a National Class of consumers and State
12 Subclasses of consumers (defined *infra*) who bought Defendants' BPO Products.
13 Plaintiffs seek damages, reasonable attorneys' fees and costs, interest, restitution, and
14 all other equitable relief, including an injunction and disgorgement of all benefits and
15 profits Defendants received from their misconduct.

16 II. THE PARTIES

17 18. Plaintiff Diane Howard is an Illinois resident, located in Sangamon County,
18 who bought BPO Products including, but not limited to, Proactiv+ Skin Smoothing
19 Exfoliator, Proactiv Cleanse-Renewing Cleanser, Proactiv Emergency Blemish
20 Relief, and Proactiv Repairing Treatment from October 2018 to August 2023.
21 Because BPO naturally degrades into benzene under normal storage and transport
22 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
23 BPO products contained benzene, which was not disclosed to Plaintiff prior to
24 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
25 a naturally occurring chemical reaction that affects all BPO products. As such,
26 Plaintiff has suffered economic damages as a result of Defendants violations of the
27 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
28 Products had Defendants warned about the presence of benzene or that the BPO

1 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
2 what the BPO Product purported to be, was illegal for sale within the United States,
3 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
4 burden of benzene was increased by exposure to benzene in Defendants' BPO
5 products and this increased exposure to benzene increased Plaintiff's overall risk of
6 developing cancer.

7 19. Plaintiff Chatham Mullins is a Massachusetts resident, located in Suffolk
8 County, who bought BPO Products including, but not limited to, Proactiv+ Skin
9 Smoothing Exfoliator, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore
10 Targeting Treatment, Clearasil Stubborn Acne Control 5 in 1 Spot Treatment Cream,
11 Equate Beauty 10% Benzoyl Peroxide Acne Treatment Gel, and Walgreens' Daily
12 Creamy Benzoyl Peroxide Acne Face Wash from 2005 to 2023. Because BPO
13 naturally degrades into benzene under normal storage and transport conditions
14 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
15 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
16 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
17 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
18 suffered economic damages as a result of Defendants violations of the state laws
19 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
20 Defendants warned about the presence of benzene or that the BPO Products could
21 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
22 Product purported to be, was illegal for sale within the United States, and/or
23 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
24 of benzene was increased by exposure to benzene in Defendants' BPO products and
25 this increased exposure to benzene increased Plaintiff's overall risk of developing
26 cancer.

27 20. Plaintiff William Eisman is a Missouri resident, located in Warren County,
28 who bought BPO Products including, but not limited to, Proactiv+ Skin Smoothing

1 Exfoliator, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
2 Treatment, and Proactiv Emergency Blemish Relief from 2013 to 2024. Because BPO
3 naturally degrades into benzene under normal storage and transport conditions
4 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
5 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
6 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
7 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
8 suffered economic damages as a result of Defendants violations of the state laws
9 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
10 Defendants warned about the presence of benzene or that the BPO Products could
11 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
12 Product purported to be, was illegal for sale within the United States, and/or
13 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
14 of benzene was increased by exposure to benzene in Defendants' BPO products and
15 this increased exposure to benzene increased Plaintiff's overall risk of developing
16 cancer.

17 21. Plaintiff Christian M. Rainey is a Washington resident, located in Pierce
18 County, who bought BPO Products including, but not limited to, Proactiv Emergency
19 Blemish Relief, Proactiv+ Pore Targeting Treatment, Proactiv+ Skin Smoothing
20 Exfoliator, and Proactiv Solution Renewing Cleanser from 2008 to February 2024.
21 Because BPO naturally degrades into benzene under normal storage and transport
22 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
23 BPO products contained benzene, which was not disclosed to Plaintiff prior to
24 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
25 a naturally occurring chemical reaction that affects all BPO products. As such,
26 Plaintiff has suffered economic damages as a result of Defendants violations of the
27 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
28 Products had Defendants warned about the presence of benzene or that the BPO

1 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
2 what the BPO Product purported to be, was illegal for sale within the United States,
3 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
4 burden of benzene was increased by exposure to benzene in Defendants' BPO
5 products and this increased exposure to benzene increased Plaintiff's overall risk of
6 developing cancer.

7 22. Plaintiff Tracey Cuomo is a Connecticut resident, located in Middlesex
8 County, who bought BPO Products including Proactiv Solution Renewing Cleanser
9 and Proactiv Emergency Blemish Relief from March 2022 to July 2023. Because
10 BPO naturally degrades into benzene under normal storage and transport conditions
11 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
12 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
13 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
14 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
15 suffered economic damages as a result of Defendants violations of the state laws
16 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
17 Defendants warned about the presence of benzene or that the BPO Products could
18 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
19 Product purported to be, was illegal for sale within the United States, and/or
20 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
21 of benzene was increased by exposure to benzene in Defendants' BPO products and
22 this increased exposure to benzene increased Plaintiff's overall risk of developing
23 cancer.

24 23. Plaintiff Brittany Hodges is a California resident, located in Riverside
25 County who bought BPO Products including Proactiv Solution Repairing Treatment,
26 Proactiv Solution Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
27 Emergency Blemish Relief from October 2019 to October 2023. Because BPO
28 naturally degrades into benzene under normal storage and transport conditions

1 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
2 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
3 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
4 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
5 suffered economic damages as a result of Defendants violations of the state laws
6 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
7 Defendants warned about the presence of benzene or that the BPO Products could
8 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
9 Product purported to be, was illegal for sale within the United States, and/or
10 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
11 of benzene was increased by exposure to benzene in Defendants' BPO products and
12 this increased exposure to benzene increased Plaintiff's overall risk of developing
13 cancer.

14 24. Plaintiff Jeremiah Perason Jr., a Minor, by Jeremiah Pearson as Natural
15 Parent and Next Friend is a California resident, located in Folsom County who bought
16 BPO Products including Proactiv Solution Repairing Treatment, Proactiv Solution
17 Renewing Cleanser from April 2023 to October 2023. Because BPO naturally
18 degrades into benzene under normal storage and transport conditions (although,
19 accelerated by exposure to heat and humidity), all of Plaintiff's BPO products
20 contained benzene, which was not disclosed to Plaintiff prior to purchase. Indeed,
21 testing of this product line confirms the presence of benzene. It is a naturally
22 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
23 suffered economic damages as a result of Defendants violations of the state laws
24 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
25 Defendants warned about the presence of benzene or that the BPO Products could
26 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
27 Product purported to be, was illegal for sale within the United States, and/or
28 contained less value than the price paid. Additionally, Plaintiffs' overall body burden

1 of benzene was increased by exposure to benzene in Defendants' BPO products and
2 this increased exposure to benzene increased Plaintiff's overall risk of developing
3 cancer.

4 25. Plaintiff Robert Beglaryan is a California resident, located in Los Angeles
5 County who bought BPO Products including Proactiv Solution Repairing Treatment,
6 Proactiv Solution Renewing Cleanser, Proactiv Emergency Blemish Relief from 2017
7 to 2023. Because BPO naturally degrades into benzene under normal storage and
8 transport conditions (although, accelerated by exposure to heat and humidity), all of
9 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
10 prior to purchase. Indeed, testing of this product line confirms the presence of
11 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
12 As such, Plaintiff has suffered economic damages as a result of Defendants violations
13 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
14 BPO Products had Defendants warned about the presence of benzene or that the BPO
15 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
16 what the BPO Product purported to be, was illegal for sale within the United States,
17 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
18 burden of benzene was increased by exposure to benzene in Defendants' BPO
19 products and this increased exposure to benzene increased Plaintiff's overall risk of
20 developing cancer.

21 26. Plaintiff Jason Baron is a California resident, located in San Luis Obispo
22 County who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator,
23 Proactiv Solution Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
24 Emergency Blemish Relief from February 2021 to October 2022. Because BPO
25 naturally degrades into benzene under normal storage and transport conditions
26 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
27 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
28 Indeed, testing of this product line confirms the presence of benzene. It is a naturally

1 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
2 suffered economic damages as a result of Defendants violations of the state laws
3 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
4 Defendants warned about the presence of benzene or that the BPO Products could
5 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
6 Product purported to be, was illegal for sale within the United States, and/or
7 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
8 of benzene was increased by exposure to benzene in Defendants' BPO products and
9 this increased exposure to benzene increased Plaintiff's overall risk of developing
10 cancer.

11 27. Plaintiff Daniel Feldtkeller is a California resident, located in Santa
12 Barbara County who bought BPO Products including Proactiv Solution Renewing
13 Cleanser from December 2006 to March 2023. Because BPO naturally degrades into
14 benzene under normal storage and transport conditions (although, accelerated by
15 exposure to heat and humidity), all of Plaintiff's BPO products contained benzene,
16 which was not disclosed to Plaintiff prior to purchase. Indeed, testing of this product
17 line confirms the presence of benzene. It is a naturally occurring chemical reaction
18 that affects all BPO products. As such, Plaintiff has suffered economic damages as a
19 result of Defendants violations of the state laws alleged herein. Plaintiff would never
20 have purchased Defendants' BPO Products had Defendants warned about the
21 presence of benzene or that the BPO Products could degrade into benzene, was unfit
22 for human use, i.e., worthless, was not what the BPO Product purported to be, was
23 illegal for sale within the United States, and/or contained less value than the price
24 paid. Additionally, Plaintiffs' overall body burden of benzene was increased by
25 exposure to benzene in Defendants' BPO products and this increased exposure to
26 benzene increased Plaintiff's overall risk of developing cancer.

27 28. Plaintiff Danyelle Zarick is a California resident, located in Taftville
28 County who bought BPO Products including Proactiv Solution Renewing Cleanser,

1 Proactiv Solutions Repairing Treatment from January 2003 to March 2024. Because
2 BPO naturally degrades into benzene under normal storage and transport conditions
3 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
4 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
5 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
6 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
7 suffered economic damages as a result of Defendants violations of the state laws
8 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
9 Defendants warned about the presence of benzene or that the BPO Products could
10 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
11 Product purported to be, was illegal for sale within the United States, and/or
12 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
13 of benzene was increased by exposure to benzene in Defendants' BPO products and
14 this increased exposure to benzene increased Plaintiff's overall risk of developing
15 cancer.

16 29. Plaintiff Nanea Tannehill is a HI resident, located in Honolulu County who
17 bought BPO Products including Proactiv+ Skin Smoothing Exfoliator, Proactiv
18 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+
19 Pore Targeting Treatment, and Proactiv Emergency Blemish Relief from February
20 1998 to May 2024. Because BPO naturally degrades into benzene under normal
21 storage and transport conditions (although, accelerated by exposure to heat and
22 humidity), all of Plaintiff's BPO products contained benzene, which was not
23 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
24 the presence of benzene. It is a naturally occurring chemical reaction that affects all
25 BPO products. As such, Plaintiff has suffered economic damages as a result of
26 Defendants violations of the state laws alleged herein. Plaintiff would never have
27 purchased Defendants' BPO Products had Defendants warned about the presence of
28 benzene or that the BPO Products could degrade into benzene, was unfit for human

1 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
2 sale within the United States, and/or contained less value than the price paid.
3 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
4 benzene in Defendants' BPO products and this increased exposure to benzene
5 increased Plaintiff's overall risk of developing cancer.

6 30. Plaintiff Maverick Zalewski is a Massachusetts resident, located in
7 Middlesex County who bought BPO Products including Proactiv Solution®
8 Repairing Treatment, Proactiv Solution® Renewing Cleanser from March 2018 to
9 March 2024. Because BPO naturally degrades into benzene under normal storage and
10 transport conditions (although, accelerated by exposure to heat and humidity), all of
11 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
12 prior to purchase. Indeed, testing of this product line confirms the presence of
13 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
14 As such, Plaintiff has suffered economic damages as a result of Defendants violations
15 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
16 BPO Products had Defendants warned about the presence of benzene or that the BPO
17 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
18 what the BPO Product purported to be, was illegal for sale within the United States,
19 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
20 burden of benzene was increased by exposure to benzene in Defendants' BPO
21 products and this increased exposure to benzene increased Plaintiff's overall risk of
22 developing cancer.

23 31. Plaintiff Jennifer Irizarry is a Maryland resident, located in Charles County
24 who bought BPO Products including Proactiv Solution® Repairing Treatment,
25 Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief from
26 January 2010 to March 2024. Because BPO naturally degrades into benzene under
27 normal storage and transport conditions (although, accelerated by exposure to heat
28 and humidity), all of Plaintiff's BPO products contained benzene, which was not

1 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
2 the presence of benzene. It is a naturally occurring chemical reaction that affects all
3 BPO products. As such, Plaintiff has suffered economic damages as a result of
4 Defendants violations of the state laws alleged herein. Plaintiff would never have
5 purchased Defendants' BPO Products had Defendants warned about the presence of
6 benzene or that the BPO Products could degrade into benzene, was unfit for human
7 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
8 sale within the United States, and/or contained less value than the price paid.
9 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
10 benzene in Defendants' BPO products and this increased exposure to benzene
11 increased Plaintiff's overall risk of developing cancer.

12 32. Plaintiff Marilyn Saavedra is a Maryland resident, located in Baltimore
13 County who bought BPO Products including Proactiv Solution® Repairing
14 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
15 Treatment from September 2018 to April 2022. Because BPO naturally degrades into
16 benzene under normal storage and transport conditions (although, accelerated by
17 exposure to heat and humidity), all of Plaintiff's BPO products contained benzene,
18 which was not disclosed to Plaintiff prior to purchase. Indeed, testing of this product
19 line confirms the presence of benzene. It is a naturally occurring chemical reaction
20 that affects all BPO products. As such, Plaintiff has suffered economic damages as a
21 result of Defendants violations of the state laws alleged herein. Plaintiff would never
22 have purchased Defendants' BPO Products had Defendants warned about the
23 presence of benzene or that the BPO Products could degrade into benzene, was unfit
24 for human use, i.e., worthless, was not what the BPO Product purported to be, was
25 illegal for sale within the United States, and/or contained less value than the price
26 paid. Additionally, Plaintiffs' overall body burden of benzene was increased by
27 exposure to benzene in Defendants' BPO products and this increased exposure to
28 benzene increased Plaintiff's overall risk of developing cancer.

1 33. Plaintiff Leanna Lawson, a Minor, by Tabitha Lawson as Natural Parent
2 and Next Friend is a Maryland resident, located in Anne Arundel County who bought
3 BPO Products including Proactiv Solution® Repairing Treatment, Proactiv Solution®
4 Renewing Cleanser from April 2021 to August 2022. Because BPO naturally
5 degrades into benzene under normal storage and transport conditions (although,
6 accelerated by exposure to heat and humidity), all of Plaintiff's BPO products
7 contained benzene, which was not disclosed to Plaintiff prior to purchase. Indeed,
8 testing of this product line confirms the presence of benzene. It is a naturally
9 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
10 suffered economic damages as a result of Defendants violations of the state laws
11 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
12 Defendants warned about the presence of benzene or that the BPO Products could
13 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
14 Product purported to be, was illegal for sale within the United States, and/or
15 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
16 of benzene was increased by exposure to benzene in Defendants' BPO products and
17 this increased exposure to benzene increased Plaintiff's overall risk of developing
18 cancer.

19 34. Plaintiff Karin Golden is a New York resident, located in New York
20 County who bought BPO Products including Proactiv Solution® Repairing
21 Treatment, Proactiv+ Pore Targeting Treatment from September 2006 to May 2024.
22 Because BPO naturally degrades into benzene under normal storage and transport
23 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
24 BPO products contained benzene, which was not disclosed to Plaintiff prior to
25 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
26 a naturally occurring chemical reaction that affects all BPO products. As such,
27 Plaintiff has suffered economic damages as a result of Defendants violations of the
28 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO

1 Products had Defendants warned about the presence of benzene or that the BPO
2 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
3 what the BPO Product purported to be, was illegal for sale within the United States,
4 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
5 burden of benzene was increased by exposure to benzene in Defendants' BPO
6 products and this increased exposure to benzene increased Plaintiff's overall risk of
7 developing cancer.

8 35. Plaintiff Jay Whitelaw is a New York resident, located in Albany County,
9 who bought BPO Products including Proactiv+ Pore Targeting Treatment from
10 September 2009 to August 2020. Because BPO naturally degrades into benzene under
11 normal storage and transport conditions (although, accelerated by exposure to heat
12 and humidity), all of Plaintiff's BPO products contained benzene, which was not
13 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
14 the presence of benzene. It is a naturally occurring chemical reaction that affects all
15 BPO products. As such, Plaintiff has suffered economic damages as a result of
16 Defendants violations of the state laws alleged herein. Plaintiff would never have
17 purchased Defendants' BPO Products had Defendants warned about the presence of
18 benzene or that the BPO Products could degrade into benzene, was unfit for human
19 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
20 sale within the United States, and/or contained less value than the price paid.
21 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
22 benzene in Defendants' BPO products and this increased exposure to benzene
23 increased Plaintiff's overall risk of developing cancer.

24 36. Plaintiff Sheikara Gray is a New York resident, located in Kings County
25 who bought BPO Products including Proactiv Solution® Repairing Treatment,
26 Proactiv+ Skin Smoothing Exfoliator from 2010 to 2021. Because BPO naturally
27 degrades into benzene under normal storage and transport conditions (although,
28 accelerated by exposure to heat and humidity), all of Plaintiff's BPO products

1 contained benzene, which was not disclosed to Plaintiff prior to purchase. Indeed,
2 testing of this product line confirms the presence of benzene. It is a naturally
3 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
4 suffered economic damages as a result of Defendants violations of the state laws
5 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
6 Defendants warned about the presence of benzene or that the BPO Products could
7 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
8 Product purported to be, was illegal for sale within the United States, and/or
9 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
10 of benzene was increased by exposure to benzene in Defendants' BPO products and
11 this increased exposure to benzene increased Plaintiff's overall risk of developing
12 cancer.

13 37. Plaintiff Ava Sevdalakis, a Minor, by Tobi Karson-Sevdalakis as Natural
14 Parent and Next Friend is a New York resident, located in Suffolk County who
15 bought BPO Products including Proactiv Solution® Repairing Treatment, Proactiv
16 Solution® Renewing Cleanser from March 1997 to March 2024. Because BPO
17 naturally degrades into benzene under normal storage and transport conditions
18 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
19 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
20 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
21 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
22 suffered economic damages as a result of Defendants violations of the state laws
23 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
24 Defendants warned about the presence of benzene or that the BPO Products could
25 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
26 Product purported to be, was illegal for sale within the United States, and/or
27 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
28 of benzene was increased by exposure to benzene in Defendants' BPO products and

1 this increased exposure to benzene increased Plaintiff's overall risk of developing
2 cancer.

3 38. Plaintiff Donna Saunders is a New York resident, located in Bronx County
4 who bought BPO Products including Proactiv Solution® Repairing Treatment,
5 Proactiv Solution® Renewing Cleanser from January 2000 to May 2024. Because
6 BPO naturally degrades into benzene under normal storage and transport conditions
7 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
8 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
9 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
10 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
11 suffered economic damages as a result of Defendants violations of the state laws
12 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
13 Defendants warned about the presence of benzene or that the BPO Products could
14 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
15 Product purported to be, was illegal for sale within the United States, and/or
16 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
17 of benzene was increased by exposure to benzene in Defendants' BPO products and
18 this increased exposure to benzene increased Plaintiff's overall risk of developing
19 cancer.

20 39. Plaintiff Starnella Harder is an Ohio resident, located in Lorain County
21 who bought BPO Products including Proactiv Solution® Repairing Treatment,
22 Proactiv Solution® Renewing Cleanser, Proactiv+ Skin Smoothing Exfoliator,
23 Proactiv Emergency Blemish Relief from 2021 to 2022. Because BPO naturally
24 degrades into benzene under normal storage and transport conditions (although,
25 accelerated by exposure to heat and humidity), all of Plaintiff's BPO products
26 contained benzene, which was not disclosed to Plaintiff prior to purchase. Indeed,
27 testing of this product line confirms the presence of benzene. It is a naturally
28 occurring chemical reaction that affects all BPO products. As such, Plaintiff has

1 suffered economic damages as a result of Defendants violations of the state laws
2 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
3 Defendants warned about the presence of benzene or that the BPO Products could
4 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
5 Product purported to be, was illegal for sale within the United States, and/or
6 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
7 of benzene was increased by exposure to benzene in Defendants' BPO products and
8 this increased exposure to benzene increased Plaintiff's overall risk of developing
9 cancer.

10 40. Plaintiff Casey Tierney is a Pennsylvania resident, located in Philadelphia
11 County who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator,
12 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser,
13 Proactiv+ Pore Targeting Treatment, and Proactiv Emergency Blemish Relief from
14 March 1992 to October 2023. Because BPO naturally degrades into benzene under
15 normal storage and transport conditions (although, accelerated by exposure to heat
16 and humidity), all of Plaintiff's BPO products contained benzene, which was not
17 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
18 the presence of benzene. It is a naturally occurring chemical reaction that affects all
19 BPO products. As such, Plaintiff has suffered economic damages as a result of
20 Defendants violations of the state laws alleged herein. Plaintiff would never have
21 purchased Defendants' BPO Products had Defendants warned about the presence of
22 benzene or that the BPO Products could degrade into benzene, was unfit for human
23 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
24 sale within the United States, and/or contained less value than the price paid.
25 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
26 benzene in Defendants' BPO products and this increased exposure to benzene
27 increased Plaintiff's overall risk of developing cancer.

1 41. Plaintiff Allyson Nix is a Pennsylvania resident, located in Philadelphia
2 County who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator,
3 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser,
4 Proactiv Emergency Blemish Relief from April 2009 to September 2022. Because
5 BPO naturally degrades into benzene under normal storage and transport conditions
6 (although, accelerated by exposure to heat and humidity), all of Plaintiff’s BPO
7 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
8 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
9 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
10 suffered economic damages as a result of Defendants violations of the state laws
11 alleged herein. Plaintiff would never have purchased Defendants’ BPO Products had
12 Defendants warned about the presence of benzene or that the BPO Products could
13 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
14 Product purported to be, was illegal for sale within the United States, and/or
15 contained less value than the price paid. Additionally, Plaintiffs’ overall body burden
16 of benzene was increased by exposure to benzene in Defendants’ BPO products and
17 this increased exposure to benzene increased Plaintiff’s overall risk of developing
18 cancer.

19 42. Plaintiff Robin Corey is a Washington resident, located in Clallam County
20 who bought BPO Products including Proactiv Solution® Repairing Treatment,
21 Proactiv Solution® Renewing Cleanser from July 2018 to February 2024. Because
22 BPO naturally degrades into benzene under normal storage and transport conditions
23 (although, accelerated by exposure to heat and humidity), all of Plaintiff’s BPO
24 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
25 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
26 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
27 suffered economic damages as a result of Defendants violations of the state laws
28 alleged herein. Plaintiff would never have purchased Defendants’ BPO Products had

1 Defendants warned about the presence of benzene or that the BPO Products could
2 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
3 Product purported to be, was illegal for sale within the United States, and/or
4 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
5 of benzene was increased by exposure to benzene in Defendants' BPO products and
6 this increased exposure to benzene increased Plaintiff's overall risk of developing
7 cancer.

8 43. Plaintiff Lindsey Smith is a Washington resident, located in Spokane
9 County who bought BPO Products including Proactiv Solution® Repairing
10 Treatment, Proactiv Solution® Renewing Cleanser from July 2010 to March 2024.
11 Because BPO naturally degrades into benzene under normal storage and transport
12 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
13 BPO products contained benzene, which was not disclosed to Plaintiff prior to
14 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
15 a naturally occurring chemical reaction that affects all BPO products. As such,
16 Plaintiff has suffered economic damages as a result of Defendants violations of the
17 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
18 Products had Defendants warned about the presence of benzene or that the BPO
19 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
20 what the BPO Product purported to be, was illegal for sale within the United States,
21 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
22 burden of benzene was increased by exposure to benzene in Defendants' BPO
23 products and this increased exposure to benzene increased Plaintiff's overall risk of
24 developing cancer.

25 44. Plaintiff Brett Gooden is an Illinois resident, located in Sangamon County
26 who bought BPO Products including Proactiv Solution® Repairing Treatment,
27 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
28 Proactiv Emergency Blemish Relief from March 2002 to May 2024. Because BPO

1 naturally degrades into benzene under normal storage and transport conditions
2 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
3 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
4 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
5 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
6 suffered economic damages as a result of Defendants violations of the state laws
7 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
8 Defendants warned about the presence of benzene or that the BPO Products could
9 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
10 Product purported to be, was illegal for sale within the United States, and/or
11 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
12 of benzene was increased by exposure to benzene in Defendants' BPO products and
13 this increased exposure to benzene increased Plaintiff's overall risk of developing
14 cancer.

15 45. Plaintiff Natalie Krall is a Pennsylvania resident, located in Allegheny
16 County who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator,
17 Proactiv Solution® Renewing Cleanser from June 1989 to September 2023. Because
18 BPO naturally degrades into benzene under normal storage and transport conditions
19 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
20 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
21 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
22 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
23 suffered economic damages as a result of Defendants violations of the state laws
24 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
25 Defendants warned about the presence of benzene or that the BPO Products could
26 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
27 Product purported to be, was illegal for sale within the United States, and/or
28 contained less value than the price paid. Additionally, Plaintiffs' overall body burden

1 of benzene was increased by exposure to benzene in Defendants' BPO products and
2 this increased exposure to benzene increased Plaintiff's overall risk of developing
3 cancer.

4 46. Plaintiff Debra Schultz is an Illinois resident, located in Cook County who
5 bought Proactiv Solution® Repairing Treatment from February 2024 to April 2024.
6 Because BPO naturally degrades into benzene under normal storage and transport
7 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
8 BPO products contained benzene, which was not disclosed to Plaintiff prior to
9 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
10 a naturally occurring chemical reaction that affects all BPO products. As such,
11 Plaintiff has suffered economic damages as a result of Defendants violations of the
12 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
13 Products had Defendants warned about the presence of benzene or that the BPO
14 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
15 what the BPO Product purported to be, was illegal for sale within the United States,
16 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
17 burden of benzene was increased by exposure to benzene in Defendants' BPO
18 products and this increased exposure to benzene increased Plaintiff's overall risk of
19 developing cancer.

20 47. Plaintiff Akia Kennedy is an Illinois resident, located in St. Clair County
21 who bought BPO Products including Proactiv Solution® Repairing Treatment,
22 Proactiv+ Pore Targeting Treatment, Proactiv Solution® Renewing Cleanser from
23 May 2004 to May 2024. Because BPO naturally degrades into benzene under normal
24 storage and transport conditions (although, accelerated by exposure to heat and
25 humidity), all of Plaintiff's BPO products contained benzene, which was not
26 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
27 the presence of benzene. It is a naturally occurring chemical reaction that affects all
28 BPO products. As such, Plaintiff has suffered economic damages as a result of

1 Defendants violations of the state laws alleged herein. Plaintiff would never have
2 purchased Defendants' BPO Products had Defendants warned about the presence of
3 benzene or that the BPO Products could degrade into benzene, was unfit for human
4 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
5 sale within the United States, and/or contained less value than the price paid.
6 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
7 benzene in Defendants' BPO products and this increased exposure to benzene
8 increased Plaintiff's overall risk of developing cancer.

9 48. Plaintiff Skyy Hickson, a Minor, by Genna Steele as Natural Parent and
10 Next Friend is a Connecticut resident, located in Fairfield County who bought BPO
11 Products including Proactiv+ Skin Smoothing Exfoliator, Proactiv Solution®
12 Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore
13 Targeting Treatment, Proactiv Emergency Blemish Relief from 2020 to 2023.
14 Because BPO naturally degrades into benzene under normal storage and transport
15 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
16 BPO products contained benzene, which was not disclosed to Plaintiff prior to
17 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
18 a naturally occurring chemical reaction that affects all BPO products. As such,
19 Plaintiff has suffered economic damages as a result of Defendants violations of the
20 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
21 Products had Defendants warned about the presence of benzene or that the BPO
22 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
23 what the BPO Product purported to be, was illegal for sale within the United States,
24 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
25 burden of benzene was increased by exposure to benzene in Defendants' BPO
26 products and this increased exposure to benzene increased Plaintiff's overall risk of
27 developing cancer.
28

1 49. Plaintiff Max Winer is a Maryland resident, located in Anne Arundel
2 County who bought BPO Products including Proactiv Solution® Repairing
3 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish
4 Relief from 2017 to 2020. Because BPO naturally degrades into benzene under
5 normal storage and transport conditions (although, accelerated by exposure to heat
6 and humidity), all of Plaintiff's BPO products contained benzene, which was not
7 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
8 the presence of benzene. It is a naturally occurring chemical reaction that affects all
9 BPO products. As such, Plaintiff has suffered economic damages as a result of
10 Defendants violations of the state laws alleged herein. Plaintiff would never have
11 purchased Defendants' BPO Products had Defendants warned about the presence of
12 benzene or that the BPO Products could degrade into benzene, was unfit for human
13 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
14 sale within the United States, and/or contained less value than the price paid.
15 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
16 benzene in Defendants' BPO products and this increased exposure to benzene
17 increased Plaintiff's overall risk of developing cancer.

18 50. Plaintiff Trisha Napier is a Massachusetts resident, located in Bristol
19 County who bought BPO Products including Proactiv Solution® Repairing
20 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
21 Treatment, Proactiv Emergency Blemish Relief from July 2010 to December 2023.
22 Because BPO naturally degrades into benzene under normal storage and transport
23 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
24 BPO products contained benzene, which was not disclosed to Plaintiff prior to
25 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
26 a naturally occurring chemical reaction that affects all BPO products. As such,
27 Plaintiff has suffered economic damages as a result of Defendants violations of the
28 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO

1 Products had Defendants warned about the presence of benzene or that the BPO
2 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
3 what the BPO Product purported to be, was illegal for sale within the United States,
4 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
5 burden of benzene was increased by exposure to benzene in Defendants' BPO
6 products and this increased exposure to benzene increased Plaintiff's overall risk of
7 developing cancer.

8 51. Plaintiff Erica Shove is a Massachusetts resident, located in Middlesex
9 County who bought BPO Products including Proactiv Solution® Repairing
10 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
11 Treatment, Proactiv Emergency Blemish Relief from January 2010 to May 2024.
12 Because BPO naturally degrades into benzene under normal storage and transport
13 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
14 BPO products contained benzene, which was not disclosed to Plaintiff prior to
15 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
16 a naturally occurring chemical reaction that affects all BPO products. As such,
17 Plaintiff has suffered economic damages as a result of Defendants violations of the
18 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
19 Products had Defendants warned about the presence of benzene or that the BPO
20 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
21 what the BPO Product purported to be, was illegal for sale within the United States,
22 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
23 burden of benzene was increased by exposure to benzene in Defendants' BPO
24 products and this increased exposure to benzene increased Plaintiff's overall risk of
25 developing cancer.

26 52. Plaintiff Dean Damico is a Nevada resident, located in Clark County who
27 bought BPO Products including Proactiv Solution® Repairing Treatment, Proactiv
28 Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief from 2005 to

1 June 2024. Because BPO naturally degrades into benzene under normal storage and
2 transport conditions (although, accelerated by exposure to heat and humidity), all of
3 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
4 prior to purchase. Indeed, testing of this product line confirms the presence of
5 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
6 As such, Plaintiff has suffered economic damages as a result of Defendants violations
7 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
8 BPO Products had Defendants warned about the presence of benzene or that the BPO
9 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
10 what the BPO Product purported to be, was illegal for sale within the United States,
11 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
12 burden of benzene was increased by exposure to benzene in Defendants' BPO
13 products and this increased exposure to benzene increased Plaintiff's overall risk of
14 developing cancer.

15 53. Plaintiff Egin Davtian is a California resident, located in Los Angeles
16 County who bought BPO Products including Proactiv Solution® Repairing
17 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish
18 Relief from September 2019 to April 2020. Because BPO naturally degrades into
19 benzene under normal storage and transport conditions (although, accelerated by
20 exposure to heat and humidity), all of Plaintiff's BPO products contained benzene,
21 which was not disclosed to Plaintiff prior to purchase. Indeed, testing of this product
22 line confirms the presence of benzene. It is a naturally occurring chemical reaction
23 that affects all BPO products. As such, Plaintiff has suffered economic damages as a
24 result of Defendants violations of the state laws alleged herein. Plaintiff would never
25 have purchased Defendants' BPO Products had Defendants warned about the
26 presence of benzene or that the BPO Products could degrade into benzene, was unfit
27 for human use, i.e., worthless, was not what the BPO Product purported to be, was
28 illegal for sale within the United States, and/or contained less value than the price

1 paid. Additionally, Plaintiffs' overall body burden of benzene was increased by
2 exposure to benzene in Defendants' BPO products and this increased exposure to
3 benzene increased Plaintiff's overall risk of developing cancer.

4 54. Plaintiff Kelli Hunt is a Missouri resident, located in Jefferson County who
5 bought BPO Products including Proactiv Solution® Repairing Treatment, Proactiv
6 Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief, Proactiv+ Pore
7 Targeting Treatment from January 1994 to July 2024. Because BPO naturally
8 degrades into benzene under normal storage and transport conditions (although,
9 accelerated by exposure to heat and humidity), all of Plaintiff's BPO products
10 contained benzene, which was not disclosed to Plaintiff prior to purchase. Indeed,
11 testing of this product line confirms the presence of benzene. It is a naturally
12 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
13 suffered economic damages as a result of Defendants violations of the state laws
14 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
15 Defendants warned about the presence of benzene or that the BPO Products could
16 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
17 Product purported to be, was illegal for sale within the United States, and/or
18 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
19 of benzene was increased by exposure to benzene in Defendants' BPO products and
20 this increased exposure to benzene increased Plaintiff's overall risk of developing
21 cancer.

22 55. Plaintiff Patricia Matthews is a Missouri resident, located in St. Charles
23 County who bought BPO Products including Proactiv Solution® Repairing
24 Treatment, Proactiv+ Pore Targeting Treatment from 1990 to June 2024. Because
25 BPO naturally degrades into benzene under normal storage and transport conditions
26 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
27 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
28 Indeed, testing of this product line confirms the presence of benzene. It is a naturally

1 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
2 suffered economic damages as a result of Defendants violations of the state laws
3 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
4 Defendants warned about the presence of benzene or that the BPO Products could
5 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
6 Product purported to be, was illegal for sale within the United States, and/or
7 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
8 of benzene was increased by exposure to benzene in Defendants' BPO products and
9 this increased exposure to benzene increased Plaintiff's overall risk of developing
10 cancer.

11 56. Plaintiff Anna Romero is a California resident, located in Los Angeles
12 County who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator,
13 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser
14 from May 2022 to January 2024. Because BPO naturally degrades into benzene under
15 normal storage and transport conditions (although, accelerated by exposure to heat
16 and humidity), all of Plaintiff's BPO products contained benzene, which was not
17 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
18 the presence of benzene. It is a naturally occurring chemical reaction that affects all
19 BPO products. As such, Plaintiff has suffered economic damages as a result of
20 Defendants violations of the state laws alleged herein. Plaintiff would never have
21 purchased Defendants' BPO Products had Defendants warned about the presence of
22 benzene or that the BPO Products could degrade into benzene, was unfit for human
23 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
24 sale within the United States, and/or contained less value than the price paid.
25 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
26 benzene in Defendants' BPO products and this increased exposure to benzene
27 increased Plaintiff's overall risk of developing cancer.
28

1 57. Plaintiff Jared Smith is a Nevada resident, located in Lyon County who
2 bought BPO Products including Proactiv+ Skin Smoothing Exfoliator, Proactiv+ Pore
3 Targeting Treatment from February 2012 to May 2023. Because BPO naturally
4 degrades into benzene under normal storage and transport conditions (although,
5 accelerated by exposure to heat and humidity), all of Plaintiff's BPO products
6 contained benzene, which was not disclosed to Plaintiff prior to purchase. Indeed,
7 testing of this product line confirms the presence of benzene. It is a naturally
8 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
9 suffered economic damages as a result of Defendants violations of the state laws
10 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
11 Defendants warned about the presence of benzene or that the BPO Products could
12 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
13 Product purported to be, was illegal for sale within the United States, and/or
14 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
15 of benzene was increased by exposure to benzene in Defendants' BPO products and
16 this increased exposure to benzene increased Plaintiff's overall risk of developing
17 cancer.

18 58. Plaintiff Tiffany Stitt is a Missouri resident, located in Jackson County who
19 bought BPO Products including Proactiv Solution® Repairing Treatment, Proactiv
20 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment from August
21 2002 to August 2023. Because BPO naturally degrades into benzene under normal
22 storage and transport conditions (although, accelerated by exposure to heat and
23 humidity), all of Plaintiff's BPO products contained benzene, which was not
24 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
25 the presence of benzene. It is a naturally occurring chemical reaction that affects all
26 BPO products. As such, Plaintiff has suffered economic damages as a result of
27 Defendants violations of the state laws alleged herein. Plaintiff would never have
28 purchased Defendants' BPO Products had Defendants warned about the presence of

1 benzene or that the BPO Products could degrade into benzene, was unfit for human
2 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
3 sale within the United States, and/or contained less value than the price paid.

4 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
5 benzene in Defendants' BPO products and this increased exposure to benzene
6 increased Plaintiff's overall risk of developing cancer.

7 59. Plaintiff Kathlyn Averitt is an Illinois resident, located in Franklin County
8 who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator from 2022
9 to June 2024. Because BPO naturally degrades into benzene under normal storage and
10 transport conditions (although, accelerated by exposure to heat and humidity), all of
11 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
12 prior to purchase. Indeed, testing of this product line confirms the presence of
13 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
14 As such, Plaintiff has suffered economic damages as a result of Defendants violations
15 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
16 BPO Products had Defendants warned about the presence of benzene or that the BPO
17 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
18 what the BPO Product purported to be, was illegal for sale within the United States,
19 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
20 burden of benzene was increased by exposure to benzene in Defendants' BPO
21 products and this increased exposure to benzene increased Plaintiff's overall risk of
22 developing cancer.

23 60. Plaintiff Jade Raven is a Massachusetts resident, located in Essex County
24 who bought BPO Products including Proactiv Solution® Repairing Treatment,
25 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
26 Proactiv+ Skin Smoothing Exfoliator, Proactiv Emergency Blemish Relief from
27 January 2010 to April 2024. Because BPO naturally degrades into benzene under
28 normal storage and transport conditions (although, accelerated by exposure to heat

1 and humidity), all of Plaintiff's BPO products contained benzene, which was not
2 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
3 the presence of benzene. It is a naturally occurring chemical reaction that affects all
4 BPO products. As such, Plaintiff has suffered economic damages as a result of
5 Defendants violations of the state laws alleged herein. Plaintiff would never have
6 purchased Defendants' BPO Products had Defendants warned about the presence of
7 benzene or that the BPO Products could degrade into benzene, was unfit for human
8 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
9 sale within the United States, and/or contained less value than the price paid.
10 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
11 benzene in Defendants' BPO products and this increased exposure to benzene
12 increased Plaintiff's overall risk of developing cancer.

13 61. Plaintiff Kimerly Williams is an Ohio resident, located in Crawford County
14 who bought BPO Products including Proactiv Solution® Renewing Cleanser,
15 Proactiv+ Pore Targeting Treatment, Proactiv Emergency Blemish Relief from 1995
16 to 2022. Because BPO naturally degrades into benzene under normal storage and
17 transport conditions (although, accelerated by exposure to heat and humidity), all of
18 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
19 prior to purchase. Indeed, testing of this product line confirms the presence of
20 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
21 As such, Plaintiff has suffered economic damages as a result of Defendants violations
22 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
23 BPO Products had Defendants warned about the presence of benzene or that the BPO
24 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
25 what the BPO Product purported to be, was illegal for sale within the United States,
26 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
27 burden of benzene was increased by exposure to benzene in Defendants' BPO
28

1 products and this increased exposure to benzene increased Plaintiff's overall risk of
2 developing cancer.

3 62. Plaintiff Shannon Citrino is a Rhode Island resident, located in Providence
4 County who bought BPO Products including Proactiv Solution® Renewing Cleanser
5 from February 2009 to July 2024. Because BPO naturally degrades into benzene
6 under normal storage and transport conditions (although, accelerated by exposure to
7 heat and humidity), all of Plaintiff's BPO products contained benzene, which was not
8 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
9 the presence of benzene. It is a naturally occurring chemical reaction that affects all
10 BPO products. As such, Plaintiff has suffered economic damages as a result of
11 Defendants violations of the state laws alleged herein. Plaintiff would never have
12 purchased Defendants' BPO Products had Defendants warned about the presence of
13 benzene or that the BPO Products could degrade into benzene, was unfit for human
14 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
15 sale within the United States, and/or contained less value than the price paid.
16 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
17 benzene in Defendants' BPO products and this increased exposure to benzene
18 increased Plaintiff's overall risk of developing cancer.

19 63. Plaintiff Shaberia Amador Crowder is a New York resident, located in
20 Kings County who bought BPO Products including Proactiv Solution® Renewing
21 Cleanser, Proactiv+ Pore Targeting Treatment from October 2015 to February 2024.
22 Because BPO naturally degrades into benzene under normal storage and transport
23 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
24 BPO products contained benzene, which was not disclosed to Plaintiff prior to
25 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
26 a naturally occurring chemical reaction that affects all BPO products. As such,
27 Plaintiff has suffered economic damages as a result of Defendants violations of the
28 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO

1 Products had Defendants warned about the presence of benzene or that the BPO
2 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
3 what the BPO Product purported to be, was illegal for sale within the United States,
4 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
5 burden of benzene was increased by exposure to benzene in Defendants' BPO
6 products and this increased exposure to benzene increased Plaintiff's overall risk of
7 developing cancer.

8 64. Plaintiff Michelle Hollins is a Nevada resident, located in Clark County
9 who bought BPO Products including Proactiv Solution® Renewing Cleanser,
10 Proactiv+ Skin Smoothing Exfoliator from 2019 to June 2024. Because BPO
11 naturally degrades into benzene under normal storage and transport conditions
12 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
13 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
14 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
15 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
16 suffered economic damages as a result of Defendants violations of the state laws
17 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
18 Defendants warned about the presence of benzene or that the BPO Products could
19 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
20 Product purported to be, was illegal for sale within the United States, and/or
21 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
22 of benzene was increased by exposure to benzene in Defendants' BPO products and
23 this increased exposure to benzene increased Plaintiff's overall risk of developing
24 cancer.

25 65. Plaintiff Eliana Morales is a California resident, located in Redondo Beach
26 County who bought BPO Products including Proactiv Solution® Repairing
27 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
28 Treatment from 2003 to June 2024. Because BPO naturally degrades into benzene

1 under normal storage and transport conditions (although, accelerated by exposure to
2 heat and humidity), all of Plaintiff's BPO products contained benzene, which was not
3 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
4 the presence of benzene. It is a naturally occurring chemical reaction that affects all
5 BPO products. As such, Plaintiff has suffered economic damages as a result of
6 Defendants violations of the state laws alleged herein. Plaintiff would never have
7 purchased Defendants' BPO Products had Defendants warned about the presence of
8 benzene or that the BPO Products could degrade into benzene, was unfit for human
9 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
10 sale within the United States, and/or contained less value than the price paid.
11 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to
12 benzene in Defendants' BPO products and this increased exposure to benzene
13 increased Plaintiff's overall risk of developing cancer.

14 66. Plaintiff Shandra Franklin is a Missouri resident, located in Laclede County
15 who bought BPO Products including Proactiv Solution® Repairing Treatment,
16 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment from
17 January 2009 to June 2024. Because BPO naturally degrades into benzene under
18 normal storage and transport conditions (although, accelerated by exposure to heat
19 and humidity), all of Plaintiff's BPO products contained benzene, which was not
20 disclosed to Plaintiff prior to purchase. Indeed, testing of this product line confirms
21 the presence of benzene. It is a naturally occurring chemical reaction that affects all
22 BPO products. As such, Plaintiff has suffered economic damages as a result of
23 Defendants violations of the state laws alleged herein. Plaintiff would never have
24 purchased Defendants' BPO Products had Defendants warned about the presence of
25 benzene or that the BPO Products could degrade into benzene, was unfit for human
26 use, i.e., worthless, was not what the BPO Product purported to be, was illegal for
27 sale within the United States, and/or contained less value than the price paid.
28 Additionally, Plaintiffs' overall body burden of benzene was increased by exposure to

1 benzene in Defendants' BPO products and this increased exposure to benzene
2 increased Plaintiff's overall risk of developing cancer.

3 67. Plaintiff Crystal Crosby is an Illinois resident, located in Cook County who
4 bought BPO Products Proactiv Solution® Repairing Treatment, Proactiv Solution®
5 Renewing Cleanser, Proactiv+ Pore Targeting Treatment from January 1975 to July
6 2024. Because BPO naturally degrades into benzene under normal storage and
7 transport conditions (although, accelerated by exposure to heat and humidity), all of
8 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
9 prior to purchase. Indeed, testing of this product line confirms the presence of
10 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
11 As such, Plaintiff has suffered economic damages as a result of Defendants violations
12 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
13 BPO Products had Defendants warned about the presence of benzene or that the BPO
14 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
15 what the BPO Product purported to be, was illegal for sale within the United States,
16 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
17 burden of benzene was increased by exposure to benzene in Defendants' BPO
18 products and this increased exposure to benzene increased Plaintiff's overall risk of
19 developing cancer.

20 68. Plaintiff Jamilah Glasco is a Missouri resident, located in Jackson County
21 who bought BPO Products including Proactiv Solution® Renewing Cleanser,
22 Proactiv+ Pore Targeting Treatment from March 2021 to May 2024. Because BPO
23 naturally degrades into benzene under normal storage and transport conditions
24 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
25 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
26 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
27 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
28 suffered economic damages as a result of Defendants violations of the state laws

1 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
2 Defendants warned about the presence of benzene or that the BPO Products could
3 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
4 Product purported to be, was illegal for sale within the United States, and/or
5 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
6 of benzene was increased by exposure to benzene in Defendants' BPO products and
7 this increased exposure to benzene increased Plaintiff's overall risk of developing
8 cancer.

9 69. Plaintiff Jennifer Harper is a Missouri resident, located in Jackson County
10 who bought BPO Products including Proactiv Solution® Repairing Treatment,
11 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
12 Proactiv Emergency Blemish Relief from January 2022 to June 2024. Because BPO
13 naturally degrades into benzene under normal storage and transport conditions
14 (although, accelerated by exposure to heat and humidity), all of Plaintiff's BPO
15 products contained benzene, which was not disclosed to Plaintiff prior to purchase.
16 Indeed, testing of this product line confirms the presence of benzene. It is a naturally
17 occurring chemical reaction that affects all BPO products. As such, Plaintiff has
18 suffered economic damages as a result of Defendants violations of the state laws
19 alleged herein. Plaintiff would never have purchased Defendants' BPO Products had
20 Defendants warned about the presence of benzene or that the BPO Products could
21 degrade into benzene, was unfit for human use, i.e., worthless, was not what the BPO
22 Product purported to be, was illegal for sale within the United States, and/or
23 contained less value than the price paid. Additionally, Plaintiffs' overall body burden
24 of benzene was increased by exposure to benzene in Defendants' BPO products and
25 this increased exposure to benzene increased Plaintiff's overall risk of developing
26 cancer.

27 70. Plaintiff Lisa Lavarone is a Rhode Island resident, located in Kent County
28 who bought BPO Products including Proactiv+ Skin Smoothing Exfoliator, Proactiv

1 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+
2 Pore Targeting Treatment, and Proactiv Emergency Blemish Relief from August 1988
3 to July 2024. Because BPO naturally degrades into benzene under normal storage and
4 transport conditions (although, accelerated by exposure to heat and humidity), all of
5 Plaintiff's BPO products contained benzene, which was not disclosed to Plaintiff
6 prior to purchase. Indeed, testing of this product line confirms the presence of
7 benzene. It is a naturally occurring chemical reaction that affects all BPO products.
8 As such, Plaintiff has suffered economic damages as a result of Defendants violations
9 of the state laws alleged herein. Plaintiff would never have purchased Defendants'
10 BPO Products had Defendants warned about the presence of benzene or that the BPO
11 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
12 what the BPO Product purported to be, was illegal for sale within the United States,
13 and/or contained less value than the price paid. Additionally, Plaintiffs' overall body
14 burden of benzene was increased by exposure to benzene in Defendants' BPO
15 products and this increased exposure to benzene increased Plaintiff's overall risk of
16 developing cancer.

17 71. Plaintiff Katina Bennet is a Missouri resident, located in St. Louis County
18 who bought BPO Products including Alchemee's Proactiv+ Skin Smoothing
19 Exfoliator, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
20 Treatment, Proactiv Emergency Blemish Relief from April 2017 to June 2020.
21 Because BPO naturally degrades into benzene under normal storage and transport
22 conditions (although, accelerated by exposure to heat and humidity), all of Plaintiff's
23 BPO products contained benzene, which was not disclosed to Plaintiff prior to
24 purchase. Indeed, testing of this product line confirms the presence of benzene. It is
25 a naturally occurring chemical reaction that affects all BPO products. As such,
26 Plaintiff has suffered economic damages as a result of Defendants violations of the
27 state laws alleged herein. Plaintiff would never have purchased Defendants' BPO
28 Products had Defendants warned about the presence of benzene or that the BPO

1 Products could degrade into benzene, was unfit for human use, i.e., worthless, was not
2 what the BPO Product purported to be, was illegal for sale within the United States,
3 and/or contained less value than the price paid. Additionally, Plaintiffs’ overall body
4 burden of benzene was increased by exposure to benzene in Defendants’ BPO
5 products and this increased exposure to benzene increased Plaintiff’s overall risk of
6 developing cancer.

7 72. Defendants Alchemee LLC (“Alchemee”) is a citizen of Delaware..
8 Defendant Taro Pharmaceuticals U.S.A., Inc. is the parent company of Alchemee.
9 Taro and Alchemee sell and distribute BPO Products under the brand name Proactiv.
10 The Proactiv Products include, *inter alia*: (1) Proactiv+ Skin Smoothing Exfoliator,
11 (2) Proactiv Solution® Repairing Treatment, (3) Proactiv Solution® Renewing
12 Cleanser, (4) Proactiv+ Pore Targeting Treatment, and (5) Proactiv Emergency
13 Blemish Relief. At all relevant times, Alchemee conducted business and derived
14 substantial revenue from its manufacturing, advertising, marketing, distributing, and
15 selling of the Products within the State of California and in this District.

16 73. Defendants Taro Pharmaceuticals U.S.A., Inc. (“Taro”) is a citizen of New
17 York with its principal place of business in Hawthorne, New York. Taro is the parent
18 company of Alchemee. Taro and Alchemee sell and distribute BPO Products under
19 the brand name Proactive. At all relevant times, Taro conducted business and derived
20 substantial revenue from its manufacturing, advertising, marketing, distributing, and
21 selling of the Products within the State of California and in this District.

22 74. The term “Defendants” and/or “Defendants” refers to the Alchemee and/or
23 Taro pending further discovery into the roles and responsibilities of each and or
24 collectively regarding the BPO Products.

25 75. Defendants and their agents promoted, marketed, and sold the Products in
26 California and in this District. The unfair, unlawful, deceptive, and misleading
27 advertising and labeling of the Products were prepared and/or approved by
28 Defendants and their agents and were disseminated by Defendants and their agents

1 through labeling and advertising containing the misrepresentations alleged and
2 disseminated uniformly through advertising, packaging, containers, and via websites
3 and social media.

4 **III. JURISDICTION AND VENUE**

5 76. This Court has jurisdiction over this matter because the amount in
6 controversy exceeds \$5 million satisfying 28 U.S.C. § 1332(d)(2) for subject matter
7 jurisdiction. This Court has supplemental jurisdiction over any state law claims under
8 28 U.S.C. § 1367.

9 77. Venue is proper in the Central District of California under 28 U.S.C. §
10 1391(b) because a substantial part of the events or omissions giving rise to the claims
11 occurred in this District.

12 78. This Court has personal jurisdiction over the Defendants because
13 Defendants transact business in California, including in this District, has substantial
14 aggregate contacts with the State of California, including in this District, engaged in
15 misconduct that has and had a direct, substantial, reasonably foreseeable, and
16 intended effect of injuring people in this District, and Defendants purposely availed
17 itself of the benefits of doing business in the State of California, and in this District.
18 Additionally, the claims by Plaintiffs arise out of and relate to the Defendants action
19 within the State of California and in this District.

20 79. To the extent applicable, the Court also has pendant personal jurisdiction
21 over claims alleged against Defendants that involve the same common nucleus of
22 facts and actions that give rise to Plaintiffs' claims that otherwise have proper
23 personal jurisdiction within this Court.

24 **IV. GENERAL ALLEGATIONS**

25 80. Fifty million Americans suffer from acne annually.¹⁶ Acne is the most
26 common skin condition in the United States with a prevalence among adolescents of
27

28 ¹⁶ American Academy of Dermatology Association, *Skin Conditions by the Numbers*,
<https://www.aad.org/media>.

1 almost 95 percent.¹⁷ Acne can begin as early as age seven and, for some, can persist
2 through adulthood and into ages 50s and 60s.¹⁸ Millions of acne sufferers seek
3 treatment every year making it a billion-dollar industry and a key business segment
4 for Defendants, who are among America’s most prominent companies.

5 **A. DEFENDANTS ARE INDUSTRY LEADERS WHO AFFIRMED TO**
6 **CONSUMERS THEIR COMMITMENT TO SCIENCE AND**
7 **SAFETY**

8 81. Defendants most profitable and well-known acne treatment products
9 contain BPO. To make the finished BPO Products, BPO, a dry white powder, is
10 mixed with other ingredients to create topical drug creams, cleansers, scrubs, and
11 washes for use on the face and body. BPO is formulated into these Products at
12 concentrations up to 10%. In manufacturing BPO, no use of benzene is required. It is
13 created by treating hydrogen peroxide with benzoyl chloride under alkaline
14 conditions.

15 82. Defendants’ Products are widely marketed, available, sold, and used by
16 children, teenagers, and adults throughout the United States and the world. The acne
17 treatment industry is a highly competitive billion-dollar market. To remain relevant
18 and top of mind, Defendants spend millions of dollars every year promoting the
19 Products directly to consumers, including teenagers on social media and through
20 music sites like Tik Tok and Snap Chat, which skew young. Defendants make
21 promises to consumers to influence their purchasing decisions such as affirming the
22 Products are tested, backed by science, and approved by dermatologists. Defendants
23 told consumers they should buy their Products because Defendants are market leaders
24 and acne experts who care about consumers, the environment, and only sell safe and
25 tested Products.

26
27 ¹⁷ JL Burton et al., *The prevalence of acne vulgaris in adolescence*, BR J DERMATOL,
28 (1971), 85(2):119–126.

¹⁸ Id.

1 83. Proactiv is a registered trademark of Taro and is distributed in the U.S.
2 through Taro’s subsidiary, Alchemee. Taro marketed itself to Plaintiffs, the Class, and
3 Subclasses, as a research-based international pharmaceutical company whose success
4 and growth were founded upon its commitment to research and development. Taro
5 was started in the 1950s and entered the U.S. market in the 1980s. Taro makes
6 hundreds of prescriptions, over the counter, and generic topical dermatological
7 products used by millions of Americans every year, including well known products
8 such as hydrocortisone and antibiotic creams.¹⁹ Taro employs hundreds of scientists
9 globally with 16% of its employees working in research and development.²⁰

10 84. Defendants’ Proactiv brand has been wildly popular among teenagers due
11 to Defendants’ use of celebrity influencers and direct marketing to teenagers on social
12 media sites including TikTok and its predecessor site Musical.ly.

13 85. Defendants’ broad claims of safety gave consumers a false sense of safety.
14 Defendants’ statements were meant to convey the BPO Products were safe and did
15 not contain carcinogens such as benzene. Defendants made these statements
16 uniformly to the public and through their websites, BPO Products’ labels, containers,
17 and advertising.

18 **B. Defendants Did Not Adequately Test The BPO Products Before Selling**
19 **Them To The Public**

20 86. Despite Defendants’ public affirmations of commitment to science,
21 Defendants did not adequately test the BPO Products before selling them to
22 consumers. Defendants’ Products are “drugs” regulated by the FDA. As with any
23 regulated drug, Defendants must follow current good manufacturing practices
24 (“CGMPs”), have scientifically sound specifications, and must have test procedures
25 and processes to ensure the drug’s components (active and inactive ingredients), and

26 _____
27 ¹⁹Taro Pharmaceuticals Industries, Ltd., USA, <https://www.taro.com/usa> (last visited
28 October 24, 2023).

²⁰Taro Pharmaceuticals Industries, Ltd., USA (March 31, 2023) *Form 20-F*,
<http://www.sec.gov/edgar.shtm>.

1 finished products are safe. Both raw ingredient materials and finished batches must
2 be tested before released to the public to confirm they meet specifications for identity,
3 strength, quality, and purity.²¹ If testing results of the raw materials or finished
4 product do not conform with the specifications, the product cannot be sold to the
5 public. Defendants must also re-test any Products subject to deterioration.²² Any
6 Products not made in conformity with the CMGPs is considered “adulterated” under
7 501(a)(2)(B) of the Food, Drug, and Cosmetic Act.²³

8 87. Defendants must also do stability testing to understand the “shelf life” of
9 the Products and to assign an expiration date. It is well known in the scientific
10 community (but not among consumers) that certain chemical ingredients can degrade
11 or change because of environmental, and storage conditions such as light, moisture,
12 temperature, and humidity, or because of the passage of time. The stability testing
13 should cover all expected distributor and consumer storage, handling, and use
14 conditions and must be done using “reliable, meaningful, and specific test
15 methods.”²⁴ If stability testing finds a drug product is not stable under expected
16 storage or use conditions, degrades, or create toxic byproducts, the product cannot be
17 sold to the public.

18 88. The CGMPs and stability test requirements are there to ensure drug
19 products are safe for public use. These are the minimum requirements. Because the
20 drug manufacturers such as Defendants are largely self-regulated, the FDA must rely
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22 _____
23 ²¹ 21 C.F.R. § 211.84 (1978); see also 21 C.F.R. § 211.160 (1978).

24 ²² 21 C.F.R. § 211.160(b)(1)(1978)

25 ²³ 21 C.F.R. § 225.1 (1976). Under 501(a)(2)(B) of the Federal Food, Drug, and
26 Cosmetic Act a drug is considered “adulterated” (poorer in quality by adding another
27 substance) if the methods used in, or the facilities or controls used for, its manufacture,
28 processing, packing, or holding do not conform to or are not operated or administered
in conformity with CGMP; see also Food and Drug Administration, Facts About the
Current Good Manufacturing Practices (CGMP);
<https://www.fda.gov/drugs/pharmaceutical-quality-resources/facts-about-current-good-manufacturing-practices-cgmp> (last visited Feb. 11, 2024).

²⁴ 21 CFR 211.166

1 on drug manufacturers, the public, and concerned citizens to report unsafe drugs. The
2 FDA cannot force a drug manufacturer to recall a contaminated drug.²⁵

3 **C. Defendants Knew Or Should Have Known The BPO Products**
4 **Degraded To Benzene When Exposed To Normal Use, Handling, And**
5 **Storage Conditions**

6 89. Defendants knew or should have known the BPO Products degraded to
7 benzene when exposed to normal use, handling, and storage conditions. Defendants
8 knew that, because of the chemical nature of the active and inactive ingredients,
9 including BPO, the BPO Products were not stable and would degrade when exposed
10 to heat from normal distributor and consumer use, handling, and storage conditions.

11 90. It is well known in the scientific community (but not among consumers)
12 that BPO degrades to benzene when exposed to heat over time. This process was first
13 reported in the scientific literature as early as 1936.²⁶

14 91. The degradation of BPO to benzene was known or should have been
15 known to the Defendants, who promoted themselves as devoting substantial money
16 and resources to science and research. Defendants marketed themselves as world
17 class drug and healthcare researchers, developers, and sellers. Defendants employed
18 high-level scientists, chemists, and researchers to formulate drug products for public
19 use. Defendants have among of the most recognized acne brands and benefit from the
20 financial gains by such recognition. Defendants, with these resources and expertise,
21 were aware of the well-known chemical processes that degrade BPO Products into
22 benzene when exposed to common use temperatures and conditions.

23 92. Defendants further knew or should have known that specific ingredients
24 derived from hydrocarbons increased the risk the BPO Products would yield
25

26 ²⁵ U.S. Food and Drug Administration, *Facts About the Current Good Manufacturing*
27 *Practices (CGMP)*, (February 16, 2024), <https://www.fda.gov/drugs/pharmaceutical-quality-resources/facts-about-current-good-manufacturing-practices-cgmp>.

28 ²⁶ Erlenmeyer H., et al., *Über die thermische Zersetzung von Di-acyl-peroxyden*, 19
HELU. CHIM. ACTA 338 (1936).

1 benzene.²⁷ At-risk ingredients include carbomers, mineral spirits, and other petroleum
2 derived substances. These ingredients are red flags for risk of benzene contamination.
3 The FDA published guidance in 2022 urging the industry to reformulate drug
4 products at risk of benzene contamination.²⁸ The FDA’s alert highlighted ingredients
5 made from hydrocarbons, including carbomers (thickening agents), urging drug
6 manufacturers to test products containing them for benzene contamination.²⁹ Many of
7 the Defendants’ BPO Products contain hydrocarbons and carbomers but none have
8 been recalled due to benzene contamination.

9 93. Stability studies examining the “shelf life” of the BPO Products, the
10 chemical changes took place because of normal and expected environmental, use, and
11 storage conditions.

12 94. Defendants knew or should have known the BPO Products would be
13 handled, used, and stored by distributors, sellers, and consumers under various
14 temperatures that affect chemical stability. Defendants knew or should have known
15 the BPO Products would travel by commercial carriers and distributors in varying
16 storage conditions and would be stored by consumers in handbags, backpacks,
17 bathrooms, showers, lockers, and in vehicles during warm months where the BPO
18 Products would be exposed to heat. Defendants knew or should have known
19 consumers would apply the benzene contaminated BPO Products to their faces and
20 bodies and would also use the BPO Products in heated showers as scrubs and washes.
21 Defendants knew or should have known the BPO Products would be used and applied
22 to the skin at normal body temperatures, and elevated temperatures following showers
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24
25 ²⁷ U.S. Food and Drug Administration, *FDA Alerts Drug Manufacturers to the Risk of*
Benzene in Certain Drugs, (Dec. 22, 2022).

26 ²⁸ U.S. Food and Drug Administration, *Reformulating Drug Products That Contain*
Carbomers Manufactured With Benzene, (December 27, 2023),
27 [https://www.fda.gov/regulatory-information/search-fda-guidance-](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/reformulating-drug-products-contain-carbomers-manufactured-benzene)
28 [documents/reformulating-drug-products-contain-carbomers-manufactured-benzene.](https://www.fda.gov/regulatory-information/search-fda-guidance-documents/reformulating-drug-products-contain-carbomers-manufactured-benzene)

²⁹ *Id.*

1 or baths, after physical activity, and after the BPO Products sat in warm temperatures
2 or hot vehicles.

3 95. These storage, use, and handling conditions were known or should have
4 been known to Defendants before the BPO Products were marketed and sold to
5 Plaintiffs, the Class, and Subclass members. Defendants knew or should have known
6 the BPO Products degrade to benzene under these conditions exposing consumers to
7 benzene. Defendants further knew or should have known that, because of the known
8 degradation of BPO to benzene, the BPO Products were contaminated with benzene
9 by the time they reached consumers, but they sold them to Plaintiffs, the Class, the
10 Subclass, and the public anyway, without warning of the risk of exposure. Moreover,
11 the 2–3-year shelf life printed on the BPO Products told consumers they were safe for
12 use for years, when they were not.

13 **D. Defendants Knew Or Should Have Known Benzene Was Found In**
14 **Other Consumer Products But Did Not Test The BPO Products**

15 96. Defendants was aware or should have been aware of benzene
16 contamination in other on-market drug and healthcare products when they marketed
17 and sold the BPO Products to Plaintiffs, the Class, the Subclasses and the public but
18 did not test the BPO Products for benzene contamination. In 2020, the FDA started
19 working with companies to identify benzene in products, which resulted in product
20 recalls of hand sanitizers, sunscreens, and deodorants. In 2021, an independent
21 chemical analysis by Valisure of hundreds of sunscreens and after-sun care products
22 from 69 brands found 27 percent of the batches had significant levels of benzene
23 above the FDA 2 ppm limit.³⁰

24 **E. Defendants Ignored The FDA’s Alerts To Test Products for Benzene**

25 97. In 2022, the FDA issued a safety alert warning drug manufacturers of the
26 risk of benzene contamination in certain drug products and drug components. The
27

28 ³⁰ Valisure Citizen Petition on Benzene in Sunscreen and After-sun Care Products, May 24, 2021.

1 FDA reiterated the risk benzene exposure poses to public health and the drug
2 manufacturers' obligations to test drug products under federal law.

3 98. The FDA reminded drug manufacturers they were required to establish
4 scientifically sound and appropriate specifications and test procedures to assure drug
5 components (active and inactive ingredients) and finished drug products conform to
6 appropriate quality specifications (21 C.F.R. §§ 211.84, 211.160). This included
7 testing of raw materials and finished batches (21 C.F.R. § 211.165) prior to release to
8 ensure they met appropriate specifications for identity, strength, quality, and purity.³¹

9 99. The FDA warned drug manufacturers that any drug products or
10 components at risk of benzene contamination should be tested, and any batches with
11 benzene above 2 ppm should not be released to the public.³² The FDA further warned
12 that, if any drug or drug component was subject to deterioration, drug manufacturers
13 must have re-testing procedures in place to ensure continued purity and stability. If
14 any drug product in circulation was found to have benzene over 2ppm, the FDA
15 directed that drug manufacturers contact the FDA to discuss a voluntarily recall.³³

16 100. To date, none of the Defendants' Products have been recalled due to
17 benzene contamination, and none have voluntarily notified consumers of
18 contamination or risk of contamination.

19 **F. Recent Testing Found BPO Products Contain Dangerous Levels Of**
20 **Benzene And Degrade During Regular Transport And Handling**

21 101. Testing by Valisure in 2023 found common acne treatment products
22 formulated with BPO are not only contaminated with benzene but have levels
23 dangerous to public health. Valisure is an accredited independent laboratory who has
24
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26 _____
27 ³¹ U.S. Food and Drug Administration, *FDA Alerts Drug Manufacturers to the Risk of*
Benzene in Certain Drugs, (Dec. 22, 2022).

28 ³² *Id.*, 3.

³³ *Id.*, 2.

1 developed validated analytical methods³⁴ to test drugs and consumer products to
2 address rising concerns about public safety. Valisure has tested a wide variety of
3 drugs and products for benzene including sunscreens, antiperspirants, hand sanitizers,
4 and dry shampoos. Their work has led to widely publicized product recalls protecting
5 the public from dangerous and carcinogenic consumer products.³⁵

6 102. In 2023, Valisure tested 175 finished acne treatment products to
7 determine whether any had benzene. Of the 175 products tested, 99 were formulated
8 with BPO, 58 had active ingredients (either individually or in combination) of
9 salicylic acid, sulfur, adapalene, azelaic acid, niacinamide and zinc, and 18 had no
10 drug ingredients.³⁶ 83 of the BPO Products were purchased over the counter from
11 major retailers and 16 were prescription products purchased from licensed
12 wholesalers.³⁷ The BPO Products included popular Defendants' BPO Products.

13 103. Valisure used three incubation temperatures to evaluate the effects of
14 common distributor and consumer use, handling, and storage conditions on benzene
15 formation. 37°C/98.6°F was used for human body temperature, 50°C/122°F was used
16 to evaluate shelf-life performance as an accelerated stability testing temperature used
17 by the pharmaceutical industry, 38 and 70°C/158°F to model storage in a hot

18 ³⁴ Valisure's test methods largely mirror those utilized by FDA's own "Drug Quality
19 Sampling and Testing" ("DQST") Program. *See* Valisure FDA Citizen's Petition on
20 BPO, at 4.

21 ³⁵ Valisure Citizen Petition on Benzene in Sunscreen and After-sun Care Products,
(May 24, 2021), [https://www.valisure.com/valisure-newsroom/valisure-detects-
benzene-in-sunscreen](https://www.valisure.com/valisure-newsroom/valisure-detects-benzene-in-sunscreen)); Valisure's Citizen Petition on Hand Sanitizer Products
22 Containing Benzene Contamination (filed March 24, 2021),
23 <https://www.regulations.gov/document/FDA-2021-P-0338-0001>), Valisure's Citizen
24 Petition on Benzene in Sunscreen and After-sun Care Products (filed May 24, 2021),
25 <https://www.regulations.gov/document/FDA-2021-P-0497-0001>), Valisure's Citizen
26 Petition on Benzene in Body Spray Products, November 3, 2021),
27 <https://www.regulations.gov/document/FDA-2021-P-1193-0001>), Valisure's Citizen
28 Petition on Benzene in Dry Shampoo Products, (October 31, 2022).

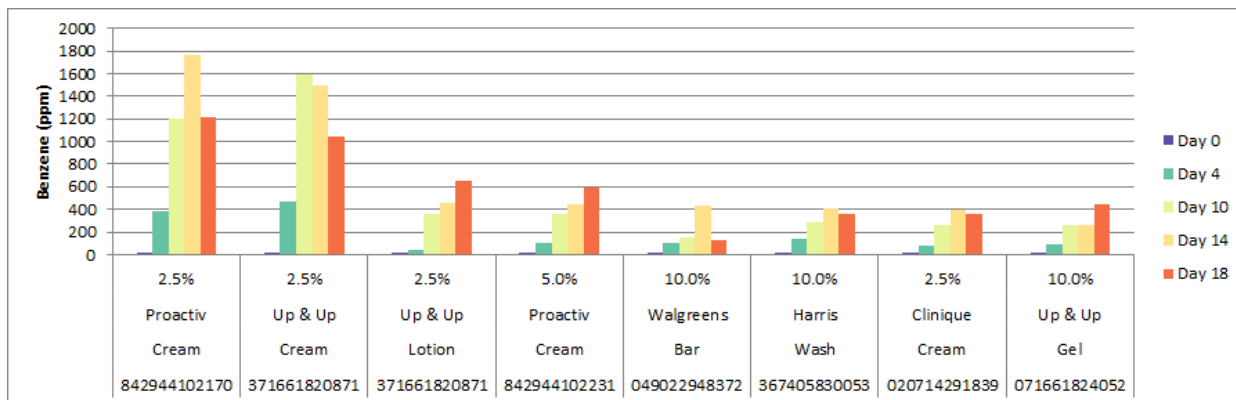
³⁶ Valisure's March 5, 2024 Citizen's Petition on BPO.

³⁷ *Id.*

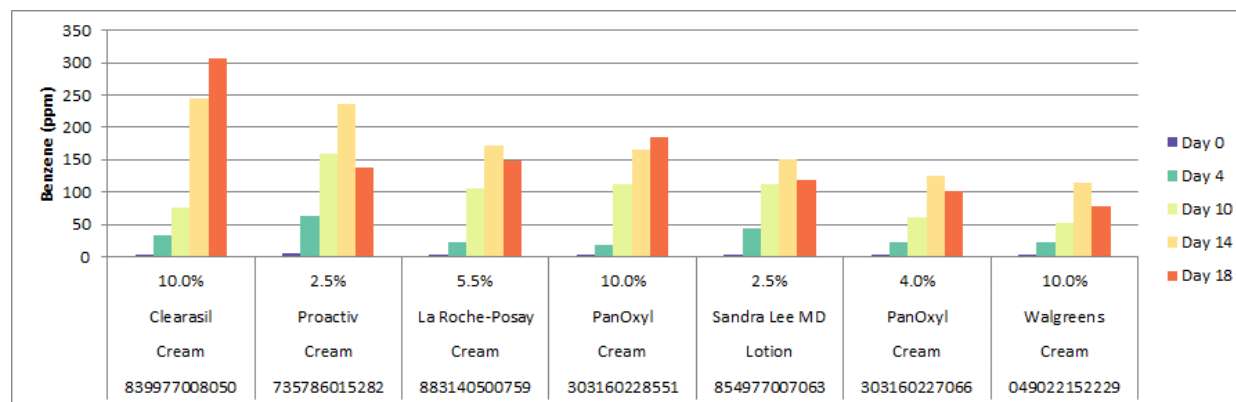
³⁸ Ghimire, Prakash et al., *Guidelines on Stability Studies of Pharmaceutical Products and Shelf-Life Estimation*, INTERNATIONAL JOURNAL OF ADVANCES IN

1 vehicle.³⁹ The BPO Products were incubated at 37°C for four weeks and 50°C for
 2 three weeks and benzene concentration was measured at certain time intervals using
 3 GC-MS. Benzene findings were plotted in real time and reported in parts per million
 4 (“ppm”). The results below were submitted to the FDA in Valisure’s March 5, 2024
 5 Citizen’s Petition on Benzoyl Peroxide.⁴⁰

6 **4A**



13 **4B**



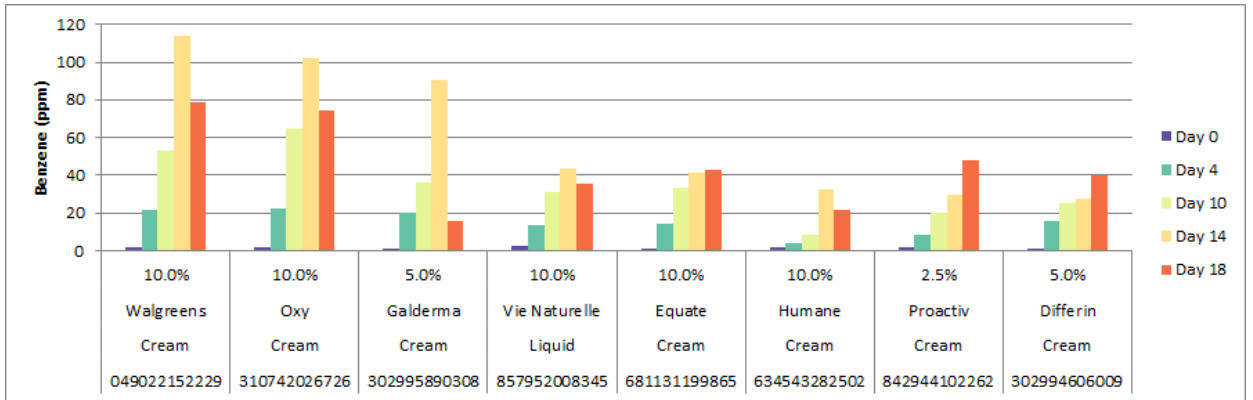
24 PHARMACY AND BIOTECHNOLOGY, (2020). 06. 15-23.
 25 10.38111/ijapb.20200601004.

26 ³⁹ Grundstein A, Meentemeyer V, Dowd J, *Maximum vehicle cabin temperatures under*
different meteorological conditions. Int J Biometeorol, 2009 May;53(3):255-61. doi:
 27 10.1007/s00484-009-0211-x. Epub 2009 Feb 21. PMID: 19234721.

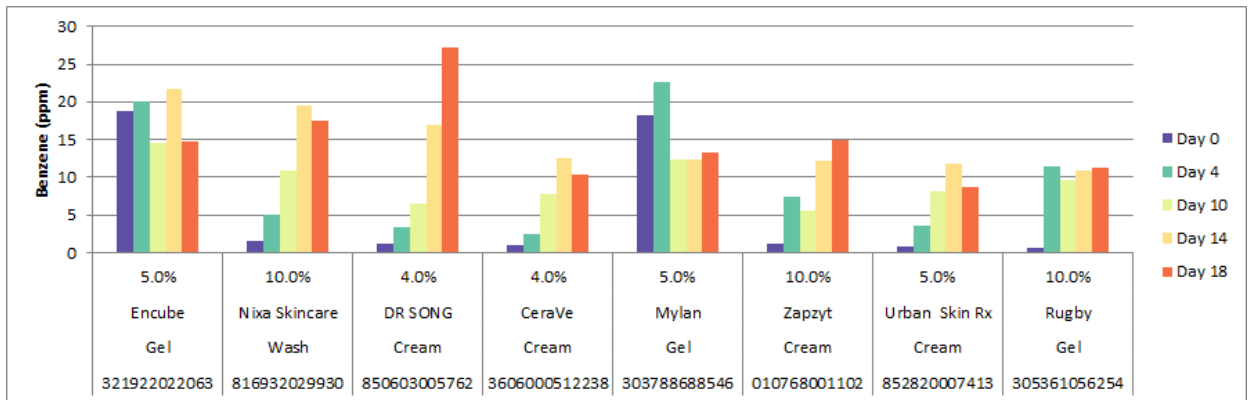
28 ⁴⁰ Valisure, LLC, *Valisure Discovers Benzoyl Acne Treatment Products are Unstable*
and Form Benzene, (March 5, 2024), [https://www.valisure.com/valisure-](https://www.valisure.com/valisure-newsroom/valisure-detects-benzene-in-benzoyl-peroxide)
[newsroom/valisure-detects-benzene-in-benzoyl-peroxide.](https://www.valisure.com/valisure-newsroom/valisure-detects-benzene-in-benzoyl-peroxide)

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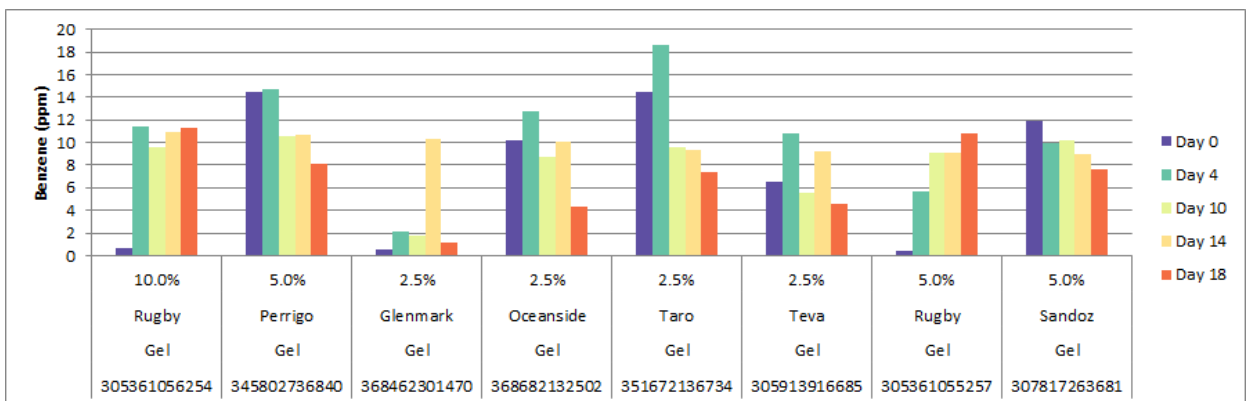
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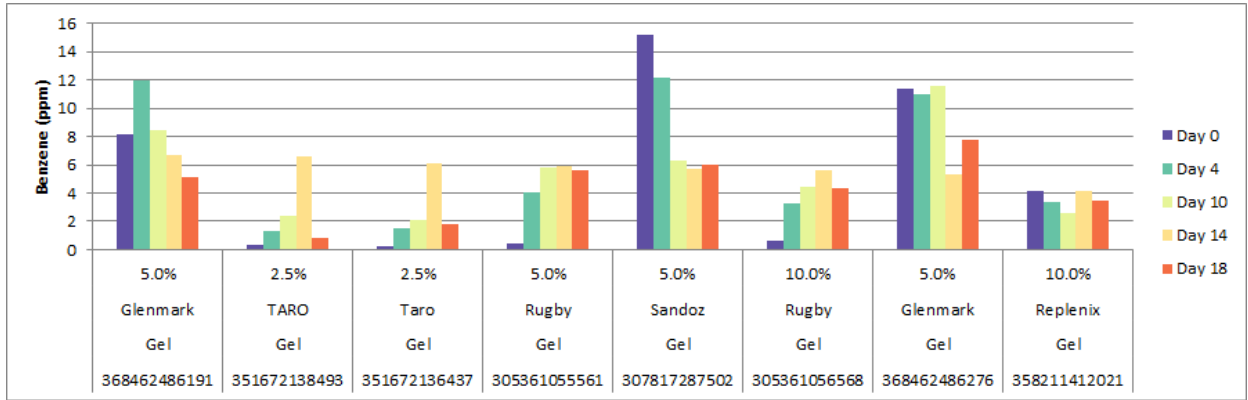


4E

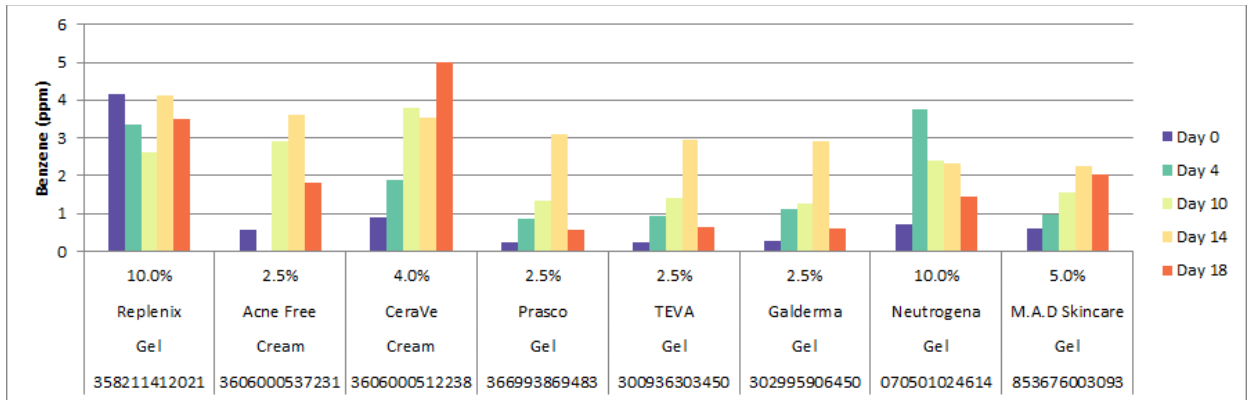


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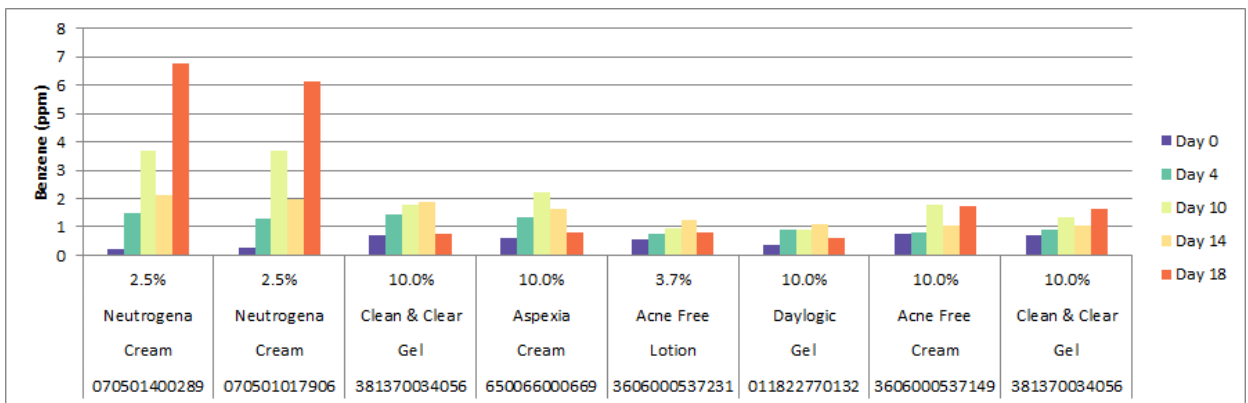
4F



4G



4H



1 104. Valisure found the BPO formulated products were not chemically
2 stable and yielded benzene at levels well over 2 ppm, the maximum amount allowed
3 in any U.S. regulated drug. Some of the benzene levels were eight hundred times
4 higher than 2 ppm reaching as high as 1700 ppm.⁴¹ The concentration of BPO in the
5 Products did not influence the benzene levels.

6 105. Valisure also found that benzene vapors leaked from some of the
7 tested Products' packaging contaminating the surrounding air even when the
8 packaging was closed raising concern for additional inhalation exposures.⁴²
9 Considering the fact that benzene rapidly converts into vapor form on standing, all
10 BPO Products appear to continually contaminate the air surrounding the product,
11 exposing users to inhaled exposed to benzene—the primary route of exposure.

12 106. Valisure concluded that all on-market BPO acne formulations are
13 fundamentally unstable and form unacceptably high levels of benzene under normal
14 use, handling, and storage temperatures, but no such evidence was observed for acne
15 treatment products not formulated with BPO.⁴³ The finding that additional benzene
16 leaked into the surrounding air from the products' containers means the total
17 consumer benzene exposure would be even more dangerous than the levels reported.

18 107. Valisure filed a Citizen's Petition on Benzoyl Peroxide on March 5,
19 202444 with the FDA requesting the FDA Commissioner to immediately demand a
20 recall of all BPO Products formulated with BPO and further to require that drug
21 manufacturers do independent chemical verification.

22 108. Valisure's testing has been peer-reviewed and published in the
23 prestigious journal Environmental Health Perspectives. Thus, this testing has been
24 validated by the medical and scientific community.

25
26 ⁴¹Id.

27 ⁴²Id.

28 ⁴³Id.

⁴⁴As of the date of filing this Class Action, Valisure's FDA BPO Petition is still pending.

1 **G. Despite Benzene Findings In BPO Products, Defendants Continue to**
2 **Market And Sell BPO Products Without Warning Consumers of**
3 **Benzene**

4 109. Although benzene has been found in on-market BPO Products and
5 released into the surrounding air from the certain Products' packaging, Defendants
6 did not list benzene among the BPO Products' ingredients, on the Products' label or
7 container, or anywhere in advertising or on websites. Defendants did not warn that the
8 Products contain benzene, are at risk of benzene contamination, or that the Products
9 could cause consumers to be exposed to benzene even when the container and
10 packaging is sealed. Since Valisure's public release of its findings and Citizen
11 Petition to the FDA, Defendants have not released any of their testing data to inform
12 consumers of any benzene content for any its Products, and has not recalled any of its
13 Products.

14 **H. Defendants Directly Marketed The BPO Products To Children And**
15 **Teenagers**

16 110. Defendants' BPO Products are widely used by children and
17 teenagers as a standalone treatment or in combination with other BPO Products.
18 Defendants knew that adolescents are the largest users with users as young as 7-10
19 years old. Defendants recommended that consumers, including children, use the BPO
20 Products one to three times a day, over many months or longer for persistent acne.
21 Defendants knew that some consumers would use the BPO Products for many years
22 starting in their teens. There is no cure for acne. Defendants knew that consumers
23 with chronic acne would use BPO Products several times a day throughout their
24 lifetime.

25 111. Defendants aggressively marketed the BPO Products directly to
26 children and teenagers when they knew, or should have known, the BPO Products
27 degrade to benzene under normal use and storage conditions. Many of Defendants'
28 internet and print advertisements featured children, teenagers, eye-catching props,

1 music, and colors meant to attract teens and pre-teens, and appeal to their preferences,
2 activities, and interests.

3 112. Defendants marketing of BPO Products without mentioning
4 benzene, the risk of benzene exposure, or testing for benzene was misleading,
5 fraudulent, deceptive, and dangerous.

6
7 **I. BENZENE IS A HUMAN CARCINOGEN LINKED TO BLOOD
8 CANCERS**

9 113. Benzene is a carcinogen that has been among the most studied toxins
10 over the last hundred years due to its wide use during the industrial revolution,
11 extreme danger, and known ability to cause cancer and death in humans and animals.
12 The medical literature linking benzene to blood cancers is vast dating to the 1930s.⁴⁵
13 Benzene is the foundation component for many chemicals used to make plastics,
14 resins, synthetic fibers, paints, dyes, detergents, drugs, and pesticides. In the past,
15 benzene was widely used as a solvent in industrial paints, paint removers, adhesives,
16 degreasing agents, denatured alcohol, and rubber cements. Benzene use has declined
17 due to the proliferation of worker studies and an ever-growing body of evidence
18 confirming benzene's contribution to blood cancers.

19 114. Benzene has no known safe level of exposure.⁴⁶ Benzene causes
20 central nervous system depression and destroys bone marrow, leading to injury in the
21 hematopoietic system.⁴⁷ Thus, even if benzene exposure does not ultimately lead to
22 cancer development, any exposure causes physical harm to a human. The

23 ⁴⁵ Hamilton A., *Benzene (benzol) poisoning*, ARCH PATHOL, 434-54, 601-37 (1931);
24 Hunter FT, *Chronic exposure to benzene (benzol). Part 2: The clinical effects*, 21 J.
25 IND. HYG TOXICOL 8, 331-54 (1939); Mallory TB, et al., *Chronic exposure to
26 benzene (benzol). Part 3: The pathological results*, 21 J. IND. HYG TOXICOL 8, 355-
27 93 (1939); Erf, L.A., and Rhoads C.P., *The hematological effects of benzene (benzol)
28 poisoning.*, 21 J. IND. HYG TOXICOL 8, 421-35 (1939).

⁴⁶ Harrison R, Saborit, J., *WHO Guidelines for Indoor Air Quality – Selected Pollutants*,
(2010); see also Smith, M. T., *Advances in Understanding Benzene Health Effects and
Susceptibility*, 31 ANNUAL R. OF PUB. HEALTH., 133-148 (2010).

⁴⁷ U.S. Food and Drug Administration, *Toxicological Data for Class 1 Solvents*,
Appendix 4, Benzene, <https://www.fda.gov/media/71738/download>.

1 International Agency for Research on Cancer (“IARC”) classifies benzene as a
2 “Group 1 Carcinogen” that causes cancer in humans, including acute myelogenous
3 leukemia (“AML”).⁴⁸ AML is the signature disease for benzene exposure with rates
4 of AML particularly high in studies of workers exposed to benzene.⁴⁹

5 115. Benzene exposure is cumulative and additive. There is no safe level
6 of exposure to benzene, and all exposures constitute some risk in a linear, if not
7 supralinear, and additive fashion.”⁵⁰

8 116. The Agency for Toxic Substances and Disease Registry’s
9 (“ATSDR”) “Tox Facts” for benzene warns that people can be exposed to benzene
10 vapors from benzene-containing products and that benzene harms the blood marrow,
11 causing leukemia and anemia, and affects the immune system leaving victims
12 vulnerable to infection.⁵¹

13 117. According to the FDA, benzene in small amounts over long periods
14 of time can decrease the formation of blood cells and long-term exposure through
15 inhalation, oral intake, and skin absorption may result in cancers such as leukemia
16 and other blood disorders.⁵² The FDA recognizes benzene as carcinogen that can
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21 ⁴⁸ International Agency for Research on Cancer. Benzene, *IARC Monographs on the*
22 *Evaluation of Carcinogenic Risks to Humans, Volume 120*, World Health Organization,
(2018).

23 ⁴⁹ American Cancer Association, *Benzene and Cancer Risk*,
24 <https://www.cancer.org/cancer/risk-prevention/chemicals/benzene.html> (last visited
October 20, 2023).

25 ⁵⁰ Smith, M. T., *Advances in Understanding Benzene Health Effects and Susceptibility*,
31 ANNUAL R. OF PUB. HEALTH., 133-148 (2010).

26 ⁵¹ Agency for Toxic Substances and Disease Registry, Benzene – Tox Facts, CAS # 71-
43-2.

27 ⁵² U.S. Federal Drug Administration, *Frequently Asked Questions on Benzene*
28 *Contamination in Drugs*, (December 27, 2023), <https://www.fda.gov/drugs/drug-safety-and-availability/frequently-asked-questions-benzene-contamination-drugs>.

1 cause cancer in humans⁵³ and classifies it as a “Class 1” solvent that must be
2 “avoided” in drug manufacturing.⁵⁴

3 118. In July 2021, the FDA conducted a “Health Hazard Evaluation” on
4 “Multiple Aerosol Sunscreen Products” manufactured by Johnson & Johnson.⁵⁵ The
5 evaluation was requested following testing which showed benzene levels ranging
6 “from 11.2 to 23.6 ppm” in Johnson & Johnson’s aerosol sunscreen products.
7 Specifically, the agency requested “an evaluation of the likelihood and risks
8 associated with using aerosol sunscreens that contain benzene 11.2 to 23.6 ppm,”
9 which “levels exceed the guideline value provided by ICH [Q3C]⁵⁶ and USP⁵⁷”
10 limits, states the report. The evaluation concluded that serious adverse effects,
11 including potential for “life-threatening” issues or “permanent impairment of a body
12 function” were “likely to occur” at exposure levels within that range. In addition, the
13 evaluation stated that “individuals with altered skin absorption (i.e., infants, elderly,
14 broken skin) and individuals who are exposed to benzene from other sources . . . may
15 be at greater risk.”

16 119. The Environmental Protection Agency (“EPA”) similarly recognizes
17 the cancer risks of benzene, noting that “Benzene is classified as a ‘known’ human
18
19

20 ⁵³ U.S. Food and Drug Administration, *Questions and Answers on the Occurrence of*
21 *Benzene in Soft Drinks and Other Beverages*, (Feb. 25, 2022),
22 [https://www.fda.gov/food/chemicals/questions-and-answers-occurrence-benzene-soft-](https://www.fda.gov/food/chemicals/questions-and-answers-occurrence-benzene-soft-drinks-and-other-beverages)
[drinks-and-other-beverages](https://www.fda.gov/food/chemicals/questions-and-answers-occurrence-benzene-soft-drinks-and-other-beverages)

23 ⁵⁴ U.S. Food and Drug Administration, *Q3C – Tables and Lists Guidance for Industry*,
<https://www.fda.gov/media/71737/download> (last visited September 26, 2023).

24 ⁵⁵ Consumer Reports, *Benzene in Sunscreen Assessment*, (December 12, 2021),
25 [https://article.images.consumerreports.org/prod/content/dam/CRO-Images-](https://article.images.consumerreports.org/prod/content/dam/CRO-Images-2021/Health/12Dec/FDA_Benzene_in_Sunscreen_Assessment)
[2021/Health/12Dec/FDA_Benzene in Sunscreen Assessment](https://article.images.consumerreports.org/prod/content/dam/CRO-Images-2021/Health/12Dec/FDA_Benzene_in_Sunscreen_Assessment).

26 ⁵⁶ The term “ICH” refers to The International Conference on Harmonization (ICH) Q3C
27 *Impurities: Residual Solvents guidance* (December 1997).
<https://www.fda.gov/media/71736/download?attachment>.

28 ⁵⁷ The term “USP” refers to United States Pharmacopeia (USP) *Residual Solvents*, at
[https://www.uspnf.com/sites/default/files/uspnf_pdf/EN/USPNF/generalChapter467Curre](https://www.uspnf.com/sites/default/files/uspnf_pdf/EN/USPNF/generalChapter467Current.pdf)
[nt.pdf](https://www.uspnf.com/sites/default/files/uspnf_pdf/EN/USPNF/generalChapter467Current.pdf).

1 carcinogen (Category A) under the Risk Assessment Guidelines of 1986.”⁵⁸

2 “[B]enzene is characterized as a known human carcinogen for all routes of exposure
3 based on convincing human evidence as well as supporting evidence from animal
4 studies.”⁵⁹

5 120. EPA has set 0.0005 ppm as the maximum permissible level of
6 benzene in drinking water, with a stated goal of “zero.”⁶⁰

7 121. In its review of non-cancer adverse health effects of benzene, the
8 EPA cited epidemiologic evidence that “support a threshold of benzene
9 Hematotoxicity⁶¹ in humans in the 5-19 ppm range[.]”⁶² As noted in the EPA’s
10 review, “[c]learly, if a significantly elevated risk of benzene poisoning is an
11 indication of hematotoxicity, then certainly exposures to benzene at 5-19 ppm are
12 hematotoxic.”⁶³

13 122. “Even in trace amounts, benzene is known to pose a health risk from
14 exposure routes that include inhalation, ingestion, dermal absorption, and skin or eye
15 contact.”⁶⁴

16 123. As with other topically applied products, the application of BPO
17 Products specifically increases the absorption rate of benzene through the skin,
18
19
20

21 ⁵⁸ U.S. Environmental Protection Agency, Toxicological Review of Benzene, (October
22 2022), https://cfpub.epa.gov/ncea/iris2/chemicallanding.cfm?substance_nmbr=276.

23 ⁵⁹ *Id.*

24 ⁶⁰ U.S. Environmental Protection Agency, National Primary Drinking Water
25 Regulations, (May 2009), <https://www.epa.gov/ground-water-and-drinking-water/national-primary-drinking-water-regulations>.

26 ⁶¹ The term “hematotoxic” means “poisonous to the blood and to the organs and tissues
27 involved in the production of blood, such as the bone marrow.”

28 <https://clinicalinfo.hiv.gov/en/glossary/hematotoxic>.

⁶² U.S. Environmental Protection Agency, *Toxicological Review of Benzene (Noncancer Effects)* (October 2002), at 38.

⁶³ *Id.*

⁶⁴ Hudspeth, A., et al., *Independent Sun Care Product Screening for Benzene Contamination*, 130 ENV. HEALTH PERSPECTIVES 3, 037701-1-4 (2022).

1 thereby increasing the risk of harm.⁶⁵ Indeed, “[d]irect exposure of the eyes, skin, or
2 lungs to benzene can cause tissue injury and irritation.”⁶⁶

3 124. Benzene is a major industrial chemical made from coal and oil that is
4 heavily regulated by the EPA as an important environmental pollutant that negatively
5 affects the soil, air, and groundwater. Waste and air emissions containing benzene are
6 considered hazardous waste. The coal, oil, paint, and chemical industries are heavily
7 regulated due to the emission of carcinogens including benzene from refining and
8 other industries processes involving benzene and benzene byproducts, which can end
9 up in the air, water, and food supply.

10 125. Benzene is heavily regulated to protect public health and should not
11 be in drug products, especially ones such as acne treatment that are used daily by
12 children and teenagers for many years. The FDA drug guidelines specify that benzene
13 must not be used to make drugs products because of the unacceptable toxicity and
14 deleterious environmental effects.⁶⁷ The FDA allows one limited exception – where
15 the use of benzene in a drug product is unavoidable to produce a drug product with a
16 significant therapeutic advance. In that instance, benzene must be restricted to two
17 parts per million (ppm).⁶⁸ Defendants’ BPO Products do not meet this rare exception.

18 ^{126.} Benzene is heavily regulated in the workplace. The U.S. Occupational
19 Safety and Health Administration (“OSHA”) set an eight-hour exposure standard of 1
20 ppm.⁶⁹ The National Institute for Occupational Safety and Health (“NIOSH”)
21 recommends protective equipment be worn by workers exposed or expecting to be
22

23 ⁶⁵ Valisure, LLC., *Valisure Detects Benzene in Sunscreen*, VALISURE BLOG (May
24 25, 2021), <https://www.valisure.com/blog/valisure-news/valisure-detects-benzene-in-sunscreen>.

25 ⁶⁶ Center for Disease Control and Prevention, *Facts About Benzene*, (April 4, 2018),
26 <https://emergency.cdc.gov/agent/benzene/basics/facts.asp>.

27 ⁶⁷ U.S. Food and Drug Administration, *Q3C – Tables and Lists Guidance for Industry*,
<https://www.fda.gov/media/71737/download> (last visited September 26, 2023).

28 ⁶⁸ *Id.*

⁶⁹ Occupational Safety and Health Administration (OSHA), *Occupational exposure to benzene: Final rule*. Fed. Reg. 1987;52-34460-578.

1 exposed to benzene at concentrations of 0.1 ppm and defines “inhalation, skin
 2 absorption, ingestion, skin and/or eye contact” as exposure routes or paths.⁷⁰
 3 Exposure studies known as the “China studies” confirmed cancer at levels below 1
 4 ppm.⁷¹ The benzene levels created from Defendants’ BPO Products are many times
 5 higher than the levels reported in these worker studies and the acceptable limits set by
 6 regulators. Benzene can also pass from the mother’s blood to a developing fetus
 7 causing the baby to be exposed to benzene.⁷² Animal studies have shown low birth
 8 weights, delayed bone formation, and damage to the bone marrow of developing
 9 offspring when pregnant animals breathed benzene.⁷³

10 127. Plaintiffs and the Class members were exposed to benzene from the
 11 BPO Products by inhalation and dermal absorption. Benzene can be absorbed into
 12 the body via inhalation, skin absorption, ingestion, and/or eye contact.⁷⁴ Plaintiffs and
 13 the Classes applied the BPO Products to areas of the skin including the face, neck,
 14 chest, and back one to three times per day and used the BPO Products as washes or
 15 scrubs in heated showers. Plaintiffs and the putative Class members also inhaled
 16 benzene leaked from contaminated BPO Products.

17 V. PUNITIVE DAMAGES ALLEGATIONS

18 128. Defendants’ conduct was done with malice and reckless disregard
 19 for human life. Defendants knew the BPO Products degraded to benzene when
 20

21 ⁷⁰ The National Institute For Occupational Safety And Health, *NIOSH Pocket Guide to*
 22 *Chemical Hazards - Benzene*, (September 2007),
<https://www.cdc.gov/niosh/npg/npgd0049.html>.

23 ⁷¹ See Lan Q, Zhang L et al., *Hematotoxicity in Workers Exposed to Low Levels of*
 24 *Benzene*, *SCIENCE*, (December 3, 2004); Costa-Amaral I, V. B. L., *Environmental*
 25 *Assessment and Evaluation of Oxidative Stress and Genotoxicity Biomarkers Related to*
 26 *Chronic Occupational Exposure to Benzene*, *16 INT J ENVIRON RES PUBLIC*
 27 *HEALTH* 12, 2240 (2019).

28 ⁷² *Id.*

⁷³ *Id.*

⁷⁴ The National Institute For Occupational Safety And Health, *NIOSH Pocket Guide to*
 27 *Chemical Hazards - Benzene*, (September 2007),
 28 <https://www.cdc.gov/niosh/npg/npgd0049.html>.

1 exposed to normal consumer use, handling, and storage conditions. Defendants
2 further knew that benzene is a known human carcinogen that is not supposed to be in
3 the BPO Products due to the grave risk of harm to consumers. Defendants
4 disregarded this information and the known risks of benzene exposure and
5 deliberately omitted benzene from the list of ingredients, the BPO Products' labels,
6 and social media and websites where information about the BPO Products is found.
7 Defendants consciously and deliberately crafted the BPO Products' marketing, labels,
8 packaging, containers, and warnings intending to mislead consumers and lead them to
9 believe the BPO Products were safe and carcinogen-free.

10 129. Defendants marketed themselves as expert drug formulators,
11 researchers, and sellers skilled in developing safe and reliable products. Defendants
12 withheld material health and safety information Defendants knew was essential to
13 informed consumer decision making. Defendants knew that, by their conduct, they
14 were robbing consumers and the public of their right to choose safe products.

15 130. Defendants were on notice of benzene findings in other consumer
16 and drug products leading to widely publicized recalls. Defendants were on notice of
17 the FDA's concerns of benzene contamination in drug and consumer products and
18 received the FDA's 2022 directive to test products for benzene contamination.
19 Defendants disregarded these notices and continued to market and sell the BPO
20 Products without testing them for benzene.

21 131. Defendants knew their decisions and chosen course of conduct was
22 risky and would cause consumers to be exposed to benzene. Defendants' conduct was
23 not by accident, but was deliberate, calculated, and informed. Defendants knew they
24 could sell more BPO Products and earn more money by concealing material human
25 health and safety information. Defendants further knew that testing the BPO Products
26 for benzene would yield findings of benzene requiring recalls and/or a shutdown of
27 production causing significant losses of income. Defendants' goals were met not only
28 because of the false and deceptive advertising, labeling, and packaging, but through a

1 comprehensive scheme of aggressive marketing and image branding leading
2 consumers to believe they were acne treatment experts dedicated to drug research,
3 development, and safety and using only the safest ingredients and formulations that
4 would remain pure and stable until the designated end, i.e., the expiration date.
5 Defendants' conduct and concealment of material health and safety information was
6 done to further their own monetary gain and with conscious disregard of the
7 Consumers, and the public's right to choose safe products. Defendants' conduct was
8 intentional, calculated, blatantly deceptive, unscrupulous, and offensive to consumer
9 health and public policy. To redress the harm caused by Defendants' conduct,
10 Plaintiffs, on behalf themselves, the Class, and Subclasses, seek punitive damages
11 against the Defendants.

12 **VI. PLAINTIFF-SPECIFIC ALLEGATIONS**

13 132. Plaintiff Diane Howard is an Illinois resident who places a high
14 priority on health and safety, and on the adverse health consequences of exposure to
15 carcinogens such as benzene. In shopping for drug products for her skin and face,
16 Plaintiff Diane Howard was particularly concerned about the product being effective
17 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
18 labeling of the product which encouraged her to purchase the product by Defendants.
19 Based on the statements made by Defendants, their widely recognized name, and lack
20 of information that the Products contained carcinogens such as benzene, Plaintiff
21 believed the Products were safe to put on her skin. Defendants' representations and
22 omissions of human health and safety information were material to Plaintiff.

23 133. Plaintiff Howard bought Proactiv+ Skin Smoothing Exfoliator,
24 Proactiv Cleanse-Renewing Cleanser, Proactiv Emergency Blemish Relief, and
25 Proactiv Repairing Treatment and used it daily from October 2018 to August 2023 for
26 pimples on her skin and face. The BPO Products purchased by Plaintiff contained
27 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
28 unaware when she bought the Product that it was contaminated with benzene or that it

1 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
2 be exposed to benzene, she would not have purchased Proactiv+ Skin Smoothing
3 Exfoliator, Proactiv Cleanse-Renewing Cleanser, Proactiv Emergency Blemish
4 Relief, and Proactiv Repairing Treatment.

5 134. Plaintiff Howard suffered an ascertainable economic loss because of
6 Defendants' statements and misrepresentations in that she bought the Products she
7 would not have bought but for Defendants' statements and misrepresentations.
8 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
9 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
10 thus, illegal for sale within the United States, and the product possessed less value
11 than the money spent on the product.

12 135. Plaintiff Chatham Mullins is a Massachusetts resident who places a
13 high priority on health and safety, and on the adverse health consequences of
14 exposure to carcinogens such as benzene. In shopping for drug products for her skin
15 and face, Plaintiff Chatham Mullins was particularly concerned about the product
16 being effective and safe to use to help with the breakouts on her skin and face.
17 Plaintiff read the front labeling of the product which encouraged her to purchase the
18 product by Defendants. Based on the statements made by Defendants, their widely
19 recognized name, and lack of information that the Products contained carcinogens
20 such as benzene, Plaintiff believed the Products were safe to put on her skin.
21 Defendants' representations and omissions of human health and safety information
22 were material to Plaintiff.

23 136. Plaintiff Mullins bought Proactiv+ Skin Smoothing Exfoliator,
24 Proactiv Solution® Renewing Cleanser, and Proactiv+ Pore Targeting Treatment, and
25 used them from 2005 to 2023 for resolving skin inflammation such as redness,
26 cleansing and acne blemishes. The BPO Products purchased by Plaintiff contained
27 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
28 unaware when she bought the Product that it was contaminated with benzene or that it

1 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
2 be exposed to benzene, she would not have purchased Proactiv+ Skin Smoothing
3 Exfoliator, Proactiv Solution® Renewing Cleanser, and Proactiv+ Pore Targeting
4 Treatment.

5 137. Plaintiff Mullins suffered an ascertainable economic loss because of
6 Defendants' statements and misrepresentations in that she bought the Products she
7 would not have bought but for Defendants' statements and misrepresentations.
8 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
9 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
10 thus, illegal for sale within the United States, and the product possessed less value
11 than the money spent on the product.

12 138. Plaintiff William Eisman is a Missouri resident who places a high
13 priority on health and safety, and on the adverse health consequences of exposure to
14 carcinogens such as benzene. In shopping for drug products for his skin and face,
15 Plaintiff William Eisman was particularly concerned about the product being
16 effective and safe to use to help with the breakouts on his skin and face. Plaintiff read
17 the front labeling of the product which encouraged him to purchase the product by
18 Defendants. Based on the statements made by Defendants, their widely recognized
19 name, and lack of information that the Products contained carcinogens such as
20 benzene, Plaintiff believed the Products were safe to put on his skin. Defendants'
21 representations and omissions of human health and safety information were material
22 to Plaintiff.

23 139. Plaintiff Eisman bought Proactiv+ Skin Smoothing Exfoliator,
24 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, and
25 Proactiv Emergency Blemish Relief and used them from 2013 to March 2024 for
26 clearing up acne on his face. The BPO Products purchased by Plaintiff contained
27 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
28 unaware when he bought the Product that it was contaminated with benzene or that it

1 could degrade to benzene. Had Defendants been truthful and told Plaintiff he would
2 be exposed to benzene, he would not have purchased Proactiv+ Skin Smoothing
3 Exfoliator, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
4 Treatment, and Proactiv Emergency Blemish Relief.

5 140. Plaintiff Eisman suffered an ascertainable economic loss because of
6 Defendants' statements and misrepresentations in that he bought the Products he
7 would not have bought but for Defendants' statements and misrepresentations.
8 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
9 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
10 thus, illegal for sale within the United States, and the product possessed less value
11 than the money spent on the product.

12 141. Plaintiff Christian M. Rainey is a Washington resident who places a
13 high priority on health and safety, and on the adverse health consequences of
14 exposure to carcinogens such as benzene. In shopping for drug products for his skin
15 and face, Plaintiff Christian M. Rainey was particularly concerned about the product
16 being effective and safe to use to help with the breakouts on his skin and face.
17 Plaintiff read the front labeling of the product which encouraged him to purchase the
18 product by Defendants. Based on the statements made by Defendants, their widely
19 recognized name, and lack of information that the Products contained carcinogens
20 such as benzene, Plaintiff believed the Products were safe to put on his skin.
21 Defendants' representations and omissions of human health and safety information
22 were material to Plaintiff.

23 142. Plaintiff Rainey bought Proactiv Emergency Blemish Relief,
24 Proactiv+ Pore Targeting Treatment, Proactiv+ Skin Smoothing Exfoliator and
25 Proactiv Solution Renewing Cleanser and used it daily from 2008 to February 2024
26 for clearing blemishes and pores on his skin and face. The BPO Products purchased
27 by Plaintiff contained benzene and degraded into benzene when stored and used as
28 instructed. Plaintiff was unaware when he bought the Product that it was

1 contaminated with benzene or that it could degrade to benzene. Had Defendants been
2 truthful and told Plaintiff he would be exposed to benzene, he would not have
3 purchased Proactiv Emergency Blemish Relief, Proactiv+ Pore Targeting Treatment,
4 Proactiv+ Skin Smoothing Exfoliator and Proactiv Solution Renewing Cleanser.

5 143. Plaintiff Rainey suffered an ascertainable economic loss because of
6 Defendants' statements and misrepresentations in that he bought the Products he
7 would not have bought but for Defendants' statements and misrepresentations.
8 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
9 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
10 thus, illegal for sale within the United States, and the product possessed less value
11 than the money spent on the product.

12 144. Plaintiff Tracey Cuomo is a Connecticut resident who places a high
13 priority on health and safety, and on the adverse health consequences of exposure to
14 carcinogens such as benzene. In shopping for drug products for her skin and face,
15 Plaintiff Tracey Cuomo was particularly concerned about the product being effective
16 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
17 labeling of the product which encouraged her to purchase the product by Defendants.
18 Based on the statements made by Defendants, their widely recognized name, and lack
19 of information that the Products contained carcinogens such as benzene, Plaintiff
20 believed the Products were safe to put on her skin. Defendants' representations and
21 omissions of human health and safety information were material to Plaintiff.

22 145. Plaintiff Cuomo bought Proactiv Solution Renewing Cleanser and
23 Proactiv Emergency Blemish Relief and used it daily from March 2022 to July 2023
24 for blemishes on her face. The BPO Products purchased by Plaintiff contained
25 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
26 unaware when she bought the Product that it was contaminated with benzene or that it
27 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
28

1 be exposed to benzene, she would not have purchased Proactiv Solution Renewing
2 Cleanser and Proactiv Emergency Blemish Relief.

3 146. Plaintiff Cuomo suffered an ascertainable economic loss because of
4 Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 147. Plaintiff Brittany Hodges is a California resident who places a high
11 priority on health and safety, and on the adverse health consequences of exposure to
12 carcinogens such as benzene. In shopping for drug products for her skin and face,
13 Plaintiff Brittany Hodges was particularly concerned about the product being
14 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
15 the front labeling of the product which encouraged her to purchase the product by
16 Defendants. Based on the statements made by Defendants, their widely recognized
17 name, and lack of information that the Products contained carcinogens such as
18 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
19 representations and omissions of human health and safety information were material
20 to Plaintiff.

21 148. Plaintiff Hodges bought Proactiv Solution Repairing Treatment,
22 Proactiv Solution Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
23 Emergency Blemish Relief and used it from October 2019 to October 2023 in hopes
24 of creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
25 Products purchased by Plaintiff contained benzene and degraded into benzene when
26 stored and used as instructed. Plaintiff was unaware when she bought the Product that
27 it was contaminated with benzene or that it could degrade to benzene. Had
28 Defendants been truthful and told Plaintiff she would be exposed to benzene, she

1 would not have purchased Proactiv Solution Repairing Treatment, Proactiv Solution
2 Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv Emergency
3 Blemish Relief.

4 149. Plaintiff Hodges suffered an ascertainable economic loss because of
5 Defendants' statements and misrepresentations in that she bought the Products she
6 would not have bought but for Defendants' statements and misrepresentations.
7 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
8 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
9 thus, illegal for sale within the United States, and the product possessed less value
10 than the money spent on the product.

11 150. Plaintiff Jeremiah Pearson Jr., a Minor, by Jeremiah Pearson as
12 Natural Parent and Next Friend is a California resident who places a high priority on
13 health and safety, and on the adverse health consequences of exposure to carcinogens
14 such as benzene. In shopping for drug products for his skin and face, Plaintiff
15 Jeremiah Pearson Jr., a Minor, by Jeremiah Pearson was particularly concerned about
16 the product being effective and safe to use to help with the breakouts on his skin and
17 face. Plaintiff read the front labeling of the product which encouraged him to
18 purchase the product by Defendants. Based on the statements made by Defendants,
19 their widely recognized name, and lack of information that the Products contained
20 carcinogens such as benzene, Plaintiff believed the Products were safe to put on his
21 skin. Defendants' representations and omissions of human health and safety
22 information were material to Plaintiff.

23 151. Plaintiff Jeremiah Pearson Jr., a Minor, by Jeremiah Pearson as
24 Natural Parent and Next Friend bought Proactiv Solution Repairing Treatment,
25 Proactiv Solution Renewing Cleanser and used it from April 2023 to October 2023 in
26 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
27 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
28 when stored and used as instructed. Plaintiff was unaware when he bought the

1 Product that it was contaminated with benzene or that it could degrade to benzene.
2 Had Defendants been truthful and told Plaintiff he would be exposed to benzene, he
3 would not have purchased Proactiv Solution Repairing Treatment, Proactiv Solution
4 Renewing Cleanser.

5 152. Plaintiff Jeremiah Pearson Jr., a Minor, by Jeremiah Pearson as
6 Natural Parent and Next Friend suffered an ascertainable economic loss because of
7 Defendants' statements and misrepresentations in that he bought the Products he
8 would not have bought but for Defendants' statements and misrepresentations.
9 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
10 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
11 thus, illegal for sale within the United States, and the product possessed less value
12 than the money spent on the product.

13 153. Plaintiff Robert Beglaryan is a California resident who places a high
14 priority on health and safety, and on the adverse health consequences of exposure to
15 carcinogens such as benzene. In shopping for drug products for his skin and face,
16 Plaintiff Robert Beglaryan was particularly concerned about the product being
17 effective and safe to use to help with the breakouts on his skin and face. Plaintiff read
18 the front labeling of the product which encouraged him to purchase the product by
19 Defendants. Based on the statements made by Defendants, their widely recognized
20 name, and lack of information that the Products contained carcinogens such as
21 benzene, Plaintiff believed the Products were safe to put on his skin. Defendants'
22 representations and omissions of human health and safety information were material
23 to Plaintiff.

24 154. Plaintiff Beglaryan bought Proactiv Solution Repairing Treatment,
25 Proactiv Solution Renewing Cleanser, Proactiv Emergency Blemish Relief and used it
26 from 2017 to 2023 in hopes of creating a daily skin routine and getting rid of acne
27 spots and blemishes. The BPO Products purchased by Plaintiff contained benzene and
28 degraded into benzene when stored and used as instructed. Plaintiff was unaware

1 when he bought the Product that it was contaminated with benzene or that it could
2 degrade to benzene. Had Defendants been truthful and told Plaintiff he would be
3 exposed to benzene, he would not have purchased Proactiv Solution Repairing
4 Treatment, Proactiv Solution Renewing Cleanser, Proactiv Emergency Blemish
5 Relief.

6 155. Plaintiff Beglaryan suffered an ascertainable economic loss because
7 of Defendants' statements and misrepresentations in that he bought the Products he
8 would not have bought but for Defendants' statements and misrepresentations.
9 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
10 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
11 thus, illegal for sale within the United States, and the product possessed less value
12 than the money spent on the product.

13 156. Plaintiff Jason Baron is a California resident who places a high
14 priority on health and safety, and on the adverse health consequences of exposure to
15 carcinogens such as benzene. In shopping for drug products for his skin and face,
16 Plaintiff Jason Baron was particularly concerned about the product being effective
17 and safe to use to help with the breakouts on his skin and face. Plaintiff read the front
18 labeling of the product which encouraged him to purchase the product by Defendants.
19 Based on the statements made by Defendants, their widely recognized name, and lack
20 of information that the Products contained carcinogens such as benzene, Plaintiff
21 believed the Products were safe to put on his skin. Defendants' representations and
22 omissions of human health and safety information were material to Plaintiff.

23 157. Plaintiff Baron bought Proactiv+ Skin Smoothing Exfoliator,
24 Proactiv Solution Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
25 Emergency Blemish Relief and used it from February 2021 to October 2022 in hopes
26 of creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
27 Products purchased by Plaintiff contained benzene and degraded into benzene when
28 stored and used as instructed. Plaintiff was unaware when he bought the Product that

1 it was contaminated with benzene or that it could degrade to benzene. Had
2 Defendants been truthful and told Plaintiff he would be exposed to benzene, he would
3 not have purchased Proactiv+ Skin Smoothing Exfoliator, Proactiv Solution
4 Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv Emergency
5 Blemish Relief.

6 158. Plaintiff Baron suffered an ascertainable economic loss because of
7 Defendants' statements and misrepresentations in that he bought the Products he
8 would not have bought but for Defendants' statements and misrepresentations.
9 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
10 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
11 thus, illegal for sale within the United States, and the product possessed less value
12 than the money spent on the product.

13 159. Plaintiff Daniel Feldtkeller is a California resident who places a high
14 priority on health and safety, and on the adverse health consequences of exposure to
15 carcinogens such as benzene. In shopping for drug products for his skin and face,
16 Plaintiff Daniel Feldtkeller was particularly concerned about the product being
17 effective and safe to use to help with the breakouts on his skin and face. Plaintiff read
18 the front labeling of the product which encouraged him to purchase the product by
19 Defendants. Based on the statements made by Defendants, their widely recognized
20 name, and lack of information that the Products contained carcinogens such as
21 benzene, Plaintiff believed the Products were safe to put on his skin. Defendants'
22 representations and omissions of human health and safety information were material
23 to Plaintiff.

24 160. Plaintiff Feldtkeller bought Proactiv Solution Renewing Cleanser
25 and used it from December 2006 to March 2023 in hopes of creating a daily skin
26 routine and getting rid of acne spots and blemishes. The BPO Products purchased by
27 Plaintiff contained benzene and degraded into benzene when stored and used as
28 instructed. Plaintiff was unaware when he bought the Product that it was

1 contaminated with benzene or that it could degrade to benzene. Had Defendants been
2 truthful and told Plaintiff he would be exposed to benzene, he would not have
3 purchased Proactiv Solution Renewing Cleanser.

4 161. Plaintiff Feldtkeller suffered an ascertainable economic loss because
5 of Defendants' statements and misrepresentations in that he bought the Products he
6 would not have bought but for Defendants' statements and misrepresentations.
7 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
8 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
9 thus, illegal for sale within the United States, and the product possessed less value
10 than the money spent on the product.

11 162. Plaintiff Danyelle Zarick is a California resident who places a high
12 priority on health and safety, and on the adverse health consequences of exposure to
13 carcinogens such as benzene. In shopping for drug products for her skin and face,
14 Plaintiff Danyelle Zarick was particularly concerned about the product being effective
15 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
16 labeling of the product which encouraged her to purchase the product by Defendants.
17 Based on the statements made by Defendants, their widely recognized name, and lack
18 of information that the Products contained carcinogens such as benzene, Plaintiff
19 believed the Products were safe to put on her skin. Defendants' representations and
20 omissions of human health and safety information were material to Plaintiff.

21 163. Plaintiff Zarick bought Proactiv Solution Renewing Cleanser,
22 Proactiv Solutions Repairing Treatment and used it from January 2003 to March 2024
23 in hopes of creating a daily skin routine and getting rid of acne spots and blemishes.
24 The BPO Products purchased by Plaintiff contained benzene and degraded into
25 benzene when stored and used as instructed. Plaintiff was unaware when she bought
26 the Product that it was contaminated with benzene or that it could degrade to benzene.
27 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
28

1 would not have purchased Proactiv Solution Renewing Cleanser, Proactiv Solutions
2 Repairing Treatment.

3 164. Plaintiff Zarick suffered an ascertainable economic loss because of
4 Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 165. Plaintiff Nanea Tannehill is a Hawaii resident who places a high
11 priority on health and safety, and on the adverse health consequences of exposure to
12 carcinogens such as benzene. In shopping for drug products for her skin and face,
13 Plaintiff Nanea Tannehill was particularly concerned about the product being
14 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
15 the front labeling of the product which encouraged her to purchase the product by
16 Defendants. Based on the statements made by Defendants, their widely recognized
17 name, and lack of information that the Products contained carcinogens such as
18 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
19 representations and omissions of human health and safety information were material
20 to Plaintiff.

21 166. Plaintiff Tannehill bought Proactiv+ Skin Smoothing Exfoliator,
22 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser,
23 Proactiv+ Pore Targeting Treatment, and Proactiv Emergency Blemish Relief and
24 used it from February 1998 to May 2024 in hopes of creating a daily skin routine and
25 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
26 contained benzene and degraded into benzene when stored and used as instructed.
27 Plaintiff was unaware when she bought the Product that it was contaminated with
28 benzene or that it could degrade to benzene. Had Defendants been truthful and told

1 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv+
2 Skin Smoothing Exfoliator, Proactiv Solution® Repairing Treatment, Proactiv
3 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, and Proactiv
4 Emergency Blemish Relief.

5 167. Plaintiff Tannehill suffered an ascertainable economic loss because
6 of Defendants' statements and misrepresentations in that she bought the Products she
7 would not have bought but for Defendants' statements and misrepresentations.
8 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
9 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
10 thus, illegal for sale within the United States, and the product possessed less value
11 than the money spent on the product.

12 168. Plaintiff Maverick Zalewski is a Massachusetts resident who places a
13 high priority on health and safety, and on the adverse health consequences of
14 exposure to carcinogens such as benzene. In shopping for drug products for his skin
15 and face, Plaintiff Maverick Zalewski was particularly concerned about the product
16 being effective and safe to use to help with the breakouts on his skin and face.
17 Plaintiff read the front labeling of the product which encouraged him to purchase the
18 product by Defendants. Based on the statements made by Defendants, their widely
19 recognized name, and lack of information that the Products contained carcinogens
20 such as benzene, Plaintiff believed the Products were safe to put on his skin.
21 Defendants' representations and omissions of human health and safety information
22 were material to Plaintiff.

23 169. Plaintiff Zalewski bought Proactiv Solution® Repairing Treatment,
24 Proactiv Solution® Renewing Cleanser and used it from March 2018 to March 2024
25 in hopes of creating a daily skin routine and getting rid of acne spots and blemishes.
26 The BPO Products purchased by Plaintiff contained benzene and degraded into
27 benzene when stored and used as instructed. Plaintiff was unaware when he bought
28 the Product that it was contaminated with benzene or that it could degrade to benzene.

1 Had Defendants been truthful and told Plaintiff he would be exposed to benzene, he
2 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
3 Solution® Renewing Cleanser.

4 170. Plaintiff Zalewski suffered an ascertainable economic loss because
5 of Defendants' statements and misrepresentations in that he bought the Products he
6 would not have bought but for Defendants' statements and misrepresentations.
7 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
8 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
9 thus, illegal for sale within the United States, and the product possessed less value
10 than the money spent on the product.

11 171. Plaintiff Jennifer Irizarry is a Maryland resident who places a high
12 priority on health and safety, and on the adverse health consequences of exposure to
13 carcinogens such as benzene. In shopping for drug products for her skin and face,
14 Plaintiff Jennifer Irizarry was particularly concerned about the product being effective
15 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
16 labeling of the product which encouraged her to purchase the product by Defendants.
17 Based on the statements made by Defendants, their widely recognized name, and lack
18 of information that the Products contained carcinogens such as benzene, Plaintiff
19 believed the Products were safe to put on her skin. Defendants' representations and
20 omissions of human health and safety information were material to Plaintiff.

21 172. Plaintiff Irizarry bought Proactiv Solution® Repairing Treatment,
22 Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief and used
23 it from January 2010 to March 2024 in hopes of creating a daily skin routine and
24 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
25 contained benzene and degraded into benzene when stored and used as instructed.
26 Plaintiff was unaware when she bought the Product that it was contaminated with
27 benzene or that it could degrade to benzene. Had Defendants been truthful and told
28 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv

1 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv
2 Emergency Blemish Relief.

3 173. Plaintiff Irizarry suffered an ascertainable economic loss because of
4 Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 174. Plaintiff Marilyn Saavedra is a Maryland resident who places a high
11 priority on health and safety, and on the adverse health consequences of exposure to
12 carcinogens such as benzene. In shopping for drug products for her skin and face,
13 Plaintiff Marilyn Saavedra was particularly concerned about the product being
14 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
15 the front labeling of the product which encouraged her to purchase the product by
16 Defendants. Based on the statements made by Defendants, their widely recognized
17 name, and lack of information that the Products contained carcinogens such as
18 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
19 representations and omissions of human health and safety information were material
20 to Plaintiff.

21 175. Plaintiff Saavedra bought Proactiv Solution® Repairing Treatment,
22 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment and
23 used it from September 2018 to April 2022 in hopes of creating a daily skin routine
24 and getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
25 contained benzene and degraded into benzene when stored and used as instructed.
26 Plaintiff was unaware when she bought the Product that it was contaminated with
27 benzene or that it could degrade to benzene. Had Defendants been truthful and told
28 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv

1 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+
2 Pore Targeting Treatment.

3 176. Plaintiff Saavedra suffered an ascertainable economic loss because
4 of Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 177. Plaintiff Leanna Lawson, a Minor, by Tabitha Lawson as Natural
11 Parent and Next Friend is a Maryland resident who places a high priority on health
12 and safety, and on the adverse health consequences of exposure to carcinogens such
13 as benzene. In shopping for drug products for her skin and face, Plaintiff Leanna
14 Lawson, a Minor, by Tabitha Lawson as Natural Parent and Next Friend was
15 particularly concerned about the product being effective and safe to use to help with
16 the breakouts on her skin and face. Plaintiff read the front labeling of the product
17 which encouraged her to purchase the product by Defendants. Based on the
18 statements made by Defendants, their widely recognized name, and lack of
19 information that the Products contained carcinogens such as benzene, Plaintiff
20 believed the Products were safe to put on her skin. Defendants' representations and
21 omissions of human health and safety information were material to Plaintiff.

22 178. Plaintiff Leanna Lawson, a Minor, by Tabitha Lawson as Natural
23 Parent and Next Friend bought Proactiv Solution® Repairing Treatment, Proactiv
24 Solution® Renewing Cleanser and used it from April 2021 to August 2022 in hopes
25 of creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
26 Products purchased by Plaintiff contained benzene and degraded into benzene when
27 stored and used as instructed. Plaintiff was unaware when she bought the Product that
28 it was contaminated with benzene or that it could degrade to benzene. Had

1 Defendants been truthful and told Plaintiff she would be exposed to benzene, she
2 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
3 Solution® Renewing Cleanser.

4 179. Plaintiff Leanna Lawson, a Minor, by Tabitha Lawson as Natural
5 Parent and Next Friend suffered an ascertainable economic loss because of
6 Defendants' statements and misrepresentations in that she bought the Products she
7 would not have bought but for Defendants' statements and misrepresentations.
8 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
9 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
10 thus, illegal for sale within the United States, and the product possessed less value
11 than the money spent on the product.

12 180. Plaintiff Karin Golden is a New York resident who places a high
13 priority on health and safety, and on the adverse health consequences of exposure to
14 carcinogens such as benzene. In shopping for drug products for her skin and face,
15 Plaintiff Karin Golden was particularly concerned about the product being effective
16 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
17 labeling of the product which encouraged her to purchase the product by Defendants.
18 Based on the statements made by Defendants, their widely recognized name, and lack
19 of information that the Products contained carcinogens such as benzene, Plaintiff
20 believed the Products were safe to put on her skin. Defendants' representations and
21 omissions of human health and safety information were material to Plaintiff.

22 181. Plaintiff Golden bought Proactiv Solution® Repairing Treatment and
23 Proactiv+ Pore Targeting Treatment and used it from September 2006 to May 2024 in
24 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
25 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
26 when stored and used as instructed. Plaintiff was unaware when she bought the
27 Product that it was contaminated with benzene or that it could degrade to benzene.
28 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she

1 would not have purchased Proactiv Solution® Repairing Treatment and Proactiv+
2 Pore Targeting Treatment.

3 182. Plaintiff Golden suffered an ascertainable economic loss because of
4 Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 183. Plaintiff Jay Whitelaw is a New York resident who places a high
11 priority on health and safety, and on the adverse health consequences of exposure to
12 carcinogens such as benzene. In shopping for drug products for his skin and face,
13 Plaintiff Jay Whitelaw was particularly concerned about the product being effective
14 and safe to use to help with the breakouts on his skin and face. Plaintiff read the front
15 labeling of the product which encouraged him to purchase the product by Defendants.
16 Based on the statements made by Defendants, their widely recognized name, and lack
17 of information that the Products contained carcinogens such as benzene, Plaintiff
18 believed the Products were safe to put on his skin. Defendants' representations and
19 omissions of human health and safety information were material to Plaintiff.

20 184. Plaintiff Whitelaw bought Proactiv+ Pore Targeting Treatment and
21 used it from September 2009 to August 2020 in hopes of creating a daily skin routine
22 and getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
23 contained benzene and degraded into benzene when stored and used as instructed.
24 Plaintiff was unaware when he bought the Product that it was contaminated with
25 benzene or that it could degrade to benzene. Had Defendants been truthful and told
26 Plaintiff he would be exposed to benzene, he would not have purchased Proactiv+
27 Pore Targeting Treatment.
28

1 185. Plaintiff Whitelaw suffered an ascertainable economic loss because
2 of Defendants' statements and misrepresentations in that he bought the Products he
3 would not have bought but for Defendants' statements and misrepresentations.
4 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
5 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
6 thus, illegal for sale within the United States, and the product possessed less value
7 than the money spent on the product.

8 186. Plaintiff Sheikara Gray is a New York resident who places a high
9 priority on health and safety, and on the adverse health consequences of exposure to
10 carcinogens such as benzene. In shopping for drug products for her skin and face,
11 Plaintiff Sheikara Gray was particularly concerned about the product being effective
12 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
13 labeling of the product which encouraged her to purchase the product by Defendants.
14 Based on the statements made by Defendants, their widely recognized name, and lack
15 of information that the Products contained carcinogens such as benzene, Plaintiff
16 believed the Products were safe to put on her skin. Defendants' representations and
17 omissions of human health and safety information were material to Plaintiff.

18 187. Plaintiff Gray bought Proactiv Solution® Repairing Treatment and
19 Proactiv+ Skin Smoothing Exfoliator and used it from 2010 to 2021 in hopes of
20 creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
21 Products purchased by Plaintiff contained benzene and degraded into benzene when
22 stored and used as instructed. Plaintiff was unaware when she bought the Product that
23 it was contaminated with benzene or that it could degrade to benzene. Had
24 Defendants been truthful and told Plaintiff she would be exposed to benzene, she
25 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv+ Skin
26 Smoothing Exfoliator.

27 188. Plaintiff Gray suffered an ascertainable economic loss because of
28 Defendants' statements and misrepresentations in that she bought the Products she

1 would not have bought but for Defendants' statements and misrepresentations.
2 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
3 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
4 thus, illegal for sale within the United States, and the product possessed less value
5 than the money spent on the product.

6 189. Plaintiff Ava Sevdalakis, a Minor, by Tobi Karson-Sevdalakis as
7 Natural Parent and Next Friend is a New York resident who places a high priority on
8 health and safety, and on the adverse health consequences of exposure to carcinogens
9 such as benzene. In shopping for drug products for her skin and face, Plaintiff Ava
10 Sevdalakis, a Minor, by Tobi Karson-Sevdalakis as Natural Parent and Next Friend
11 was particularly concerned about the product being effective and safe to use to help
12 with the breakouts on her skin and face. Plaintiff read the front labeling of the product
13 which encouraged her to purchase the product by Defendants. Based on the
14 statements made by Defendants, their widely recognized name, and lack of
15 information that the Products contained carcinogens such as benzene, Plaintiff
16 believed the Products were safe to put on her skin. Defendants' representations and
17 omissions of human health and safety information were material to Plaintiff.

18 190. Plaintiff Ava Sevdalakis, a Minor, by Tobi Karson-Sevdalakis as
19 Natural Parent and Next Friend bought Proactiv Solution® Repairing Treatment and
20 Proactiv Solution® Renewing Cleanser and used it from March 1997 to March 2024
21 in hopes of creating a daily skin routine and getting rid of acne spots and blemishes.
22 The BPO Products purchased by Plaintiff contained benzene and degraded into
23 benzene when stored and used as instructed. Plaintiff was unaware when she bought
24 the Product that it was contaminated with benzene or that it could degrade to benzene.
25 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
26 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
27 Solution® Renewing Cleanser.
28

1 191. Plaintiff Ava Sevdalakis, a Minor, by Tobi Karson-Sevdalakis as
2 Natural Parent and Next Friend suffered an ascertainable economic loss because of
3 Defendants' statements and misrepresentations in that she bought the Products she
4 would not have bought but for Defendants' statements and misrepresentations.
5 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
6 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
7 thus, illegal for sale within the United States, and the product possessed less value
8 than the money spent on the product.

9 192. Plaintiff Donna Saunders is a New York resident who places a high
10 priority on health and safety, and on the adverse health consequences of exposure to
11 carcinogens such as benzene. In shopping for drug products for her skin and face,
12 Plaintiff Donna Saunders was particularly concerned about the product being
13 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
14 the front labeling of the product which encouraged her to purchase the product by
15 Defendants. Based on the statements made by Defendants, their widely recognized
16 name, and lack of information that the Products contained carcinogens such as
17 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
18 representations and omissions of human health and safety information were material
19 to Plaintiff.

20 193. Plaintiff Saunders bought Proactiv Solution® Repairing Treatment
21 and Proactiv Solution® Renewing Cleanser and used it from January 2000 to May
22 2024 in hopes of creating a daily skin routine and getting rid of acne spots and
23 blemishes. The BPO Products purchased by Plaintiff contained benzene and degraded
24 into benzene when stored and used as instructed. Plaintiff was unaware when she
25 bought the Product that it was contaminated with benzene or that it could degrade to
26 benzene. Had Defendants been truthful and told Plaintiff she would be exposed to
27 benzene, she would not have purchased Proactiv Solution® Repairing Treatment,
28 Proactiv Solution® Renewing Cleanser.

1 194. Plaintiff Saunders suffered an ascertainable economic loss because
2 of Defendants' statements and misrepresentations in that she bought the Products she
3 would not have bought but for Defendants' statements and misrepresentations.
4 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
5 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
6 thus, illegal for sale within the United States, and the product possessed less value
7 than the money spent on the product.

8 195. Plaintiff Starnella Harder is an Ohio resident who places a high
9 priority on health and safety, and on the adverse health consequences of exposure to
10 carcinogens such as benzene. In shopping for drug products for her skin and face,
11 Plaintiff Starnella Harder was particularly concerned about the product being
12 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
13 the front labeling of the product which encouraged her to purchase the product by
14 Defendants. Based on the statements made by Defendants, their widely recognized
15 name, and lack of information that the Products contained carcinogens such as
16 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
17 representations and omissions of human health and safety information were material
18 to Plaintiff.

19 196. Plaintiff Harder bought Proactiv Solution® Repairing Treatment,
20 Proactiv Solution® Renewing Cleanser, Proactiv+ Skin Smoothing Exfoliator, and
21 Proactiv Emergency Blemish Relief and used it from 2021 to 2022 in hopes of
22 creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
23 Products purchased by Plaintiff contained benzene and degraded into benzene when
24 stored and used as instructed. Plaintiff was unaware when she bought the Product that
25 it was contaminated with benzene or that it could degrade to benzene. Had
26 Defendants been truthful and told Plaintiff she would be exposed to benzene, she
27 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
28

1 Solution® Renewing Cleanser, Proactiv+ Skin Smoothing Exfoliator, Proactiv
2 Emergency Blemish Relief.

3 197. Plaintiff Harder suffered an ascertainable economic loss because of
4 Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 198. Plaintiff Casey Tierney is a Pennsylvania resident who places a high
11 priority on health and safety, and on the adverse health consequences of exposure to
12 carcinogens such as benzene. In shopping for drug products for his skin and face,
13 Plaintiff Casey Tierney was particularly concerned about the product being effective
14 and safe to use to help with the breakouts on his skin and face. Plaintiff read the front
15 labeling of the product which encouraged him to purchase the product by Defendants.
16 Based on the statements made by Defendants, their widely recognized name, and lack
17 of information that the Products contained carcinogens such as benzene, Plaintiff
18 believed the Products were safe to put on his skin. Defendants' representations and
19 omissions of human health and safety information were material to Plaintiff.

20 199. Plaintiff Tierney bought Proactiv+ Skin Smoothing Exfoliator,
21 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser,
22 Proactiv+ Pore Targeting Treatment and Proactiv Emergency Blemish Relief and
23 used it from March 1992 to October 2023 in hopes of creating a daily skin routine and
24 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
25 contained benzene and degraded into benzene when stored and used as instructed.
26 Plaintiff was unaware when he bought the Product that it was contaminated with
27 benzene or that it could degrade to benzene. Had Defendants been truthful and told
28 Plaintiff he would be exposed to benzene, he would not have purchased Proactiv+

1 Skin Smoothing Exfoliator, Proactiv Solution® Repairing Treatment, Proactiv
2 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment Proactiv
3 Emergency Blemish Relief.

4 200. Plaintiff Tierney suffered an ascertainable economic loss because of
5 Defendants' statements and misrepresentations in that he bought the Products he
6 would not have bought but for Defendants' statements and misrepresentations.
7 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
8 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
9 thus, illegal for sale within the United States, and the product possessed less value
10 than the money spent on the product.

11 201. Plaintiff Allyson Nix is a Pennsylvania resident who places a high
12 priority on health and safety, and on the adverse health consequences of exposure to
13 carcinogens such as benzene. In shopping for drug products for her skin and face,
14 Plaintiff Allyson Nix was particularly concerned about the product being effective
15 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
16 labeling of the product which encouraged her to purchase the product by Defendants.
17 Based on the statements made by Defendants, their widely recognized name, and lack
18 of information that the Products contained carcinogens such as benzene, Plaintiff
19 believed the Products were safe to put on her skin. Defendants' representations and
20 omissions of human health and safety information were material to Plaintiff.

21 202. Plaintiff Nix bought Proactiv+ Skin Smoothing Exfoliator, Proactiv
22 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv
23 Emergency Blemish Relief and used it from April 2009 to September 2022 in hopes
24 of creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
25 Products purchased by Plaintiff contained benzene and degraded into benzene when
26 stored and used as instructed. Plaintiff was unaware when she bought the Product that
27 it was contaminated with benzene or that it could degrade to benzene. Had
28 Defendants been truthful and told Plaintiff she would be exposed to benzene, she

1 would not have purchased Proactiv+ Skin Smoothing Exfoliator, Proactiv Solution®
2 Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv Emergency
3 Blemish Relief.

4 203. Plaintiff Nix suffered an ascertainable economic loss because of
5 Defendants' statements and misrepresentations in that she bought the Products she
6 would not have bought but for Defendants' statements and misrepresentations.
7 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
8 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
9 thus, illegal for sale within the United States, and the product possessed less value
10 than the money spent on the product.

11 204. Plaintiff Robin Corey is a Washington resident who places a high
12 priority on health and safety, and on the adverse health consequences of exposure to
13 carcinogens such as benzene. In shopping for drug products for her skin and face,
14 Plaintiff Robin Corey was particularly concerned about the product being effective
15 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
16 labeling of the product which encouraged her to purchase the product by Defendants.
17 Based on the statements made by Defendants, their widely recognized name, and lack
18 of information that the Products contained carcinogens such as benzene, Plaintiff
19 believed the Products were safe to put on her skin. Defendants' representations and
20 omissions of human health and safety information were material to Plaintiff.

21 205. Plaintiff Corey bought Proactiv Solution® Repairing Treatment,
22 Proactiv Solution® Renewing Cleanser and used it from July 2018 to February 2024
23 in hopes of creating a daily skin routine and getting rid of acne spots and blemishes.
24 The BPO Products purchased by Plaintiff contained benzene and degraded into
25 benzene when stored and used as instructed. Plaintiff was unaware when she bought
26 the Product that it was contaminated with benzene or that it could degrade to benzene.
27 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
28

1 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
2 Solution® Renewing Cleanser.

3 206. Plaintiff Corey suffered an ascertainable economic loss because of
4 Defendants' statements and misrepresentations in that she bought the Products she
5 would not have bought but for Defendants' statements and misrepresentations.
6 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
7 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
8 thus, illegal for sale within the United States, and the product possessed less value
9 than the money spent on the product.

10 207. Plaintiff Lindsey Smith is a Washington resident who places a high
11 priority on health and safety, and on the adverse health consequences of exposure to
12 carcinogens such as benzene. In shopping for drug products for her skin and face,
13 Plaintiff Lindsey Smith was particularly concerned about the product being effective
14 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
15 labeling of the product which encouraged her to purchase the product by Defendants.
16 Based on the statements made by Defendants, their widely recognized name, and lack
17 of information that the Products contained carcinogens such as benzene, Plaintiff
18 believed the Products were safe to put on her skin. Defendants' representations and
19 omissions of human health and safety information were material to Plaintiff.

20 208. Plaintiff Smith bought Proactiv Solution® Repairing Treatment,
21 Proactiv Solution® Renewing Cleanser and used it from July 2010 to March 2024 in
22 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
23 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
24 when stored and used as instructed. Plaintiff was unaware when she bought the
25 Product that it was contaminated with benzene or that it could degrade to benzene.
26 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
27 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
28 Solution® Renewing Cleanser.

1 209. Plaintiff Smith suffered an ascertainable economic loss because of
2 Defendants' statements and misrepresentations in that she bought the Products she
3 would not have bought but for Defendants' statements and misrepresentations.
4 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
5 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
6 thus, illegal for sale within the United States, and the product possessed less value
7 than the money spent on the product.

8 210. Plaintiff Brett Gooden is an Illinois resident who places a high
9 priority on health and safety, and on the adverse health consequences of exposure to
10 carcinogens such as benzene. In shopping for drug products for his skin and face,
11 Plaintiff Brett Gooden was particularly concerned about the product being effective
12 and safe to use to help with the breakouts on his skin and face. Plaintiff read the front
13 labeling of the product which encouraged him to purchase the product by Defendants.
14 Based on the statements made by Defendants, their widely recognized name, and lack
15 of information that the Products contained carcinogens such as benzene, Plaintiff
16 believed the Products were safe to put on his skin. Defendants' representations and
17 omissions of human health and safety information were material to Plaintiff.

18 211. Plaintiff Gooden bought Proactiv Solution® Repairing Treatment,
19 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
20 Proactiv Emergency Blemish Relief and used it from March 2002 to May 2024 in
21 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
22 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
23 when stored and used as instructed. Plaintiff was unaware when he bought the
24 Product that it was contaminated with benzene or that it could degrade to benzene.
25 Had Defendants been truthful and told Plaintiff he would be exposed to benzene, he
26 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
27 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
28 Emergency Blemish Relief.

1 212. Plaintiff Gooden suffered an ascertainable economic loss because of
2 Defendants' statements and misrepresentations in that he bought the Products he
3 would not have bought but for Defendants' statements and misrepresentations.
4 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
5 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
6 thus, illegal for sale within the United States, and the product possessed less value
7 than the money spent on the product.

8 213. Plaintiff Natalie Krall is a Pennsylvania resident who places a high
9 priority on health and safety, and on the adverse health consequences of exposure to
10 carcinogens such as benzene. In shopping for drug products for her skin and face,
11 Plaintiff Natalie Krall was particularly concerned about the product being effective
12 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
13 labeling of the product which encouraged her to purchase the product by Defendants.
14 Based on the statements made by Defendants, their widely recognized name, and lack
15 of information that the Products contained carcinogens such as benzene, Plaintiff
16 believed the Products were safe to put on her skin. Defendants' representations and
17 omissions of human health and safety information were material to Plaintiff.

18 214. Plaintiff Krall bought Proactiv+ Skin Smoothing Exfoliator, Proactiv
19 Solution® Renewing Cleanser and used it from June 1989 to September 2023 in
20 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
21 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
22 when stored and used as instructed. Plaintiff was unaware when she bought the
23 Product that it was contaminated with benzene or that it could degrade to benzene.
24 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
25 would not have purchased Proactiv+ Skin Smoothing Exfoliator, Proactiv Solution®
26 Renewing Cleanser.

27 215. Plaintiff Krall suffered an ascertainable economic loss because of
28 Defendants' statements and misrepresentations in that she bought the Products she

1 would not have bought but for Defendants' statements and misrepresentations.
2 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
3 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
4 thus, illegal for sale within the United States, and the product possessed less value
5 than the money spent on the product.

6 216. Plaintiff Debra Schultz is an Illinois resident who places a high
7 priority on health and safety, and on the adverse health consequences of exposure to
8 carcinogens such as benzene. In shopping for drug products for her skin and face,
9 Plaintiff Debra Schultz was particularly concerned about the product being effective
10 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
11 labeling of the product which encouraged her to purchase the product by Defendants.
12 Based on the statements made by Defendants, their widely recognized name, and lack
13 of information that the Products contained carcinogens such as benzene, Plaintiff
14 believed the Products were safe to put on her skin. Defendants' representations and
15 omissions of human health and safety information were material to Plaintiff.

16 217. Plaintiff Schultz bought Proactiv Solution® Repairing Treatment
17 from February 2024 to April 2024 in hopes of creating a daily skin routine and getting
18 rid of acne spots and blemishes. The BPO Products purchased by Plaintiff contained
19 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
20 unaware when she bought the Product that it was contaminated with benzene or that it
21 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
22 be exposed to benzene, she would not have purchased Proactiv Solution® Repairing
23 Treatment.

24 218. Plaintiff Schultz suffered an ascertainable economic loss because of
25 Defendants' statements and misrepresentations in that she bought the Products she
26 would not have bought but for Defendants' statements and misrepresentations.
27 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
28 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,

1 thus, illegal for sale within the United States, and the product possessed less value
2 than the money spent on the product.

3 219. Plaintiff Skyy Hickson, a Minor, by Genna Steele as Natural Parent
4 and Next Friend is a Connecticut resident who places a high priority on health and
5 safety, and on the adverse health consequences of exposure to carcinogens such as
6 benzene. In shopping for drug products for her skin and face, Plaintiff Skyy Hickson,
7 a Minor, by Genna Steele as Natural Parent and Next Friend was particularly
8 concerned about the product being effective and safe to use to help with the breakouts
9 on her skin and face. Plaintiff read the front labeling of the product which encouraged
10 her to purchase the product by Defendants. Based on the statements made by
11 Defendants, their widely recognized name, and lack of information that the Products
12 contained carcinogens such as benzene, Plaintiff believed the Products were safe to
13 put on her skin. Defendants' representations and omissions of human health and
14 safety information were material to Plaintiff.

15 220. Plaintiff Skyy Hickson, a Minor, by Genna Steele as Natural Parent
16 and Next Friend bought Proactiv+ Skin Smoothing Exfoliator, Proactiv Solution®
17 Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore
18 Targeting Treatment, Proactiv Emergency Blemish Relief and used it from 2020 to
19 2023 in hopes of creating a daily skin routine and getting rid of acne spots and
20 blemishes. The BPO Products purchased by Plaintiff contained benzene and degraded
21 into benzene when stored and used as instructed. Plaintiff was unaware when she
22 bought the Product that it was contaminated with benzene or that it could degrade to
23 benzene. Had Defendants been truthful and told Plaintiff she would be exposed to
24 benzene, she would not have purchased Proactiv+ Skin Smoothing Exfoliator,
25 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser,
26 Proactiv+ Pore Targeting Treatment, Proactiv Emergency Blemish Relief.

27 221. Plaintiff Skyy Hickson, a Minor, by Genna Steele as Natural Parent
28 and Next Friend suffered an ascertainable economic loss because of Defendants'

1 statements and misrepresentations in that she bought the Products she would not have
2 bought but for Defendants' statements and misrepresentations. Furthermore, Plaintiff
3 ultimately purchased a product that was not what it purported to be, was unfit for
4 human use, i.e., worthless, was adulterated and misbranded and, thus, illegal for sale
5 within the United States, and the product possessed less value than the money spent
6 on the product.

7 222. Plaintiff Max Winer is a Maryland resident who places a high
8 priority on health and safety, and on the adverse health consequences of exposure to
9 carcinogens such as benzene. In shopping for drug products for his skin and face,
10 Plaintiff Max Winer was particularly concerned about the product being effective and
11 safe to use to help with the breakouts on his skin and face. Plaintiff read the front
12 labeling of the product which encouraged him to purchase the product by Defendants.
13 Based on the statements made by Defendants, their widely recognized name, and lack
14 of information that the Products contained carcinogens such as benzene, Plaintiff
15 believed the Products were safe to put on his skin. Defendants' representations and
16 omissions of human health and safety information were material to Plaintiff.

17 223. Plaintiff Winer bought Proactiv Solution® Repairing Treatment,
18 Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief and used
19 it from 2017 to 2020 in hopes of creating a daily skin routine and getting rid of acne
20 spots and blemishes. The BPO Products purchased by Plaintiff contained benzene and
21 degraded into benzene when stored and used as instructed. Plaintiff was unaware
22 when he bought the Product that it was contaminated with benzene or that it could
23 degrade to benzene. Had Defendants been truthful and told Plaintiff he would be
24 exposed to benzene, he would not have purchased Proactiv Solution® Repairing
25 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish
26 Relief.

27 224. Plaintiff Winer suffered an ascertainable economic loss because of
28 Defendants' statements and misrepresentations in that he bought the Products he

1 would not have bought but for Defendants' statements and misrepresentations.
2 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
3 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
4 thus, illegal for sale within the United States, and the product possessed less value
5 than the money spent on the product.

6 225. Plaintiff Trisha Napier is a Massachusetts resident who places a high
7 priority on health and safety, and on the adverse health consequences of exposure to
8 carcinogens such as benzene. In shopping for drug products for her skin and face,
9 Plaintiff Trisha Napier was particularly concerned about the product being effective
10 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
11 labeling of the product which encouraged her to purchase the product by Defendants.
12 Based on the statements made by Defendants, their widely recognized name, and lack
13 of information that the Products contained carcinogens such as benzene, Plaintiff
14 believed the Products were safe to put on her skin. Defendants' representations and
15 omissions of human health and safety information were material to Plaintiff.

16 226. Plaintiff Napier bought Proactiv Solution® Repairing Treatment,
17 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
18 Proactiv Emergency Blemish Relief and used it from July 2010 to December 2023 in
19 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
20 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
21 when stored and used as instructed. Plaintiff was unaware when she bought the
22 Product that it was contaminated with benzene or that it could degrade to benzene.
23 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
24 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
25 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
26 Emergency Blemish Relief.

27 227. Plaintiff Napier suffered an ascertainable economic loss because of
28 Defendants' statements and misrepresentations in that she bought the Products she

1 would not have bought but for Defendants' statements and misrepresentations.

2 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
3 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
4 thus, illegal for sale within the United States, and the product possessed less value
5 than the money spent on the product.

6 228. Plaintiff Erica Shove is a Massachusetts resident who places a high
7 priority on health and safety, and on the adverse health consequences of exposure to
8 carcinogens such as benzene. In shopping for drug products for her skin and face,
9 Plaintiff Erica Shove was particularly concerned about the product being effective
10 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
11 labeling of the product which encouraged her to purchase the product by Defendants.
12 Based on the statements made by Defendants, their widely recognized name, and lack
13 of information that the Products contained carcinogens such as benzene, Plaintiff
14 believed the Products were safe to put on her skin. Defendants' representations and
15 omissions of human health and safety information were material to Plaintiff.

16 229. Plaintiff Shove bought Proactiv Solution® Repairing Treatment,
17 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
18 Proactiv Emergency Blemish Relief and used it from January 2010 to May 2024 in
19 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
20 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
21 when stored and used as instructed. Plaintiff was unaware when she bought the
22 Product that it was contaminated with benzene or that it could degrade to benzene.
23 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
24 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
25 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
26 Emergency Blemish Relief.

27 230. Plaintiff Shove suffered an ascertainable economic loss because of
28 Defendants' statements and misrepresentations in that she bought the Products she

1 would not have bought but for Defendants' statements and misrepresentations.
2 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
3 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
4 thus, illegal for sale within the United States, and the product possessed less value
5 than the money spent on the product.

6 231. Plaintiff Dean Damico is a Nevada resident who places a high
7 priority on health and safety, and on the adverse health consequences of exposure to
8 carcinogens such as benzene. In shopping for drug products for his skin and face,
9 Plaintiff Dean Damico was particularly concerned about the product being effective
10 and safe to use to help with the breakouts on his skin and face. Plaintiff read the front
11 labeling of the product which encouraged him to purchase the product by Defendants.
12 Based on the statements made by Defendants, their widely recognized name, and lack
13 of information that the Products contained carcinogens such as benzene, Plaintiff
14 believed the Products were safe to put on his skin. Defendants' representations and
15 omissions of human health and safety information were material to Plaintiff.

16 232. Plaintiff Damico bought Proactiv Solution® Repairing Treatment,
17 Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief and used
18 it from 2005 to June 2024 in hopes of creating a daily skin routine and getting rid of
19 acne spots and blemishes. The BPO Products purchased by Plaintiff contained
20 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
21 unaware when he bought the Product that it was contaminated with benzene or that it
22 could degrade to benzene. Had Defendants been truthful and told Plaintiff he would
23 be exposed to benzene, he would not have purchased Proactiv Solution® Repairing
24 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish
25 Relief.

26 233. Plaintiff Damico suffered an ascertainable economic loss because of
27 Defendants' statements and misrepresentations in that he bought the Products he
28 would not have bought but for Defendants' statements and misrepresentations.

1 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
2 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
3 thus, illegal for sale within the United States, and the product possessed less value
4 than the money spent on the product.

5 234. Plaintiff Egin Davtian is a California resident who places a high
6 priority on health and safety, and on the adverse health consequences of exposure to
7 carcinogens such as benzene. In shopping for drug products for her skin and face,
8 Plaintiff Egin Davtian was particularly concerned about the product being effective
9 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
10 labeling of the product which encouraged her to purchase the product by Defendants.
11 Based on the statements made by Defendants, their widely recognized name, and lack
12 of information that the Products contained carcinogens such as benzene, Plaintiff
13 believed the Products were safe to put on her skin. Defendants' representations and
14 omissions of human health and safety information were material to Plaintiff.

15 235. Plaintiff Davtian bought Proactiv Solution® Repairing Treatment,
16 Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief and used
17 it from September 2019 to April 2020 in hopes of creating a daily skin routine and
18 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
19 contained benzene and degraded into benzene when stored and used as instructed.
20 Plaintiff was unaware when she bought the Product that it was contaminated with
21 benzene or that it could degrade to benzene. Had Defendants been truthful and told
22 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv
23 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv
24 Emergency Blemish Relief.

25 236. Plaintiff Davtian suffered an ascertainable economic loss because of
26 Defendants' statements and misrepresentations in that she bought the Products she
27 would not have bought but for Defendants' statements and misrepresentations.
28 Furthermore, Plaintiff ultimately purchased a product that was not what it purported

1 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
2 thus, illegal for sale within the United States, and the product possessed less value
3 than the money spent on the product.

4 237. Plaintiff Kelli Hunt is a Missouri resident who places a high priority
5 on health and safety, and on the adverse health consequences of exposure to
6 carcinogens such as benzene. In shopping for drug products for her skin and face,
7 Plaintiff Kelli Hunt was particularly concerned about the product being effective and
8 safe to use to help with the breakouts on her skin and face. Plaintiff read the front
9 labeling of the product which encouraged her to purchase the product by Defendants.
10 Based on the statements made by Defendants, their widely recognized name, and lack
11 of information that the Products contained carcinogens such as benzene, Plaintiff
12 believed the Products were safe to put on her skin. Defendants' representations and
13 omissions of human health and safety information were material to Plaintiff.

14 238. Plaintiff Hunt bought Proactiv Solution® Repairing Treatment,
15 Proactiv Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief,
16 Proactiv+ Pore Targeting Treatment and used it from January 1994 to July 2024 in
17 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
18 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
19 when stored and used as instructed. Plaintiff was unaware when she bought the
20 Product that it was contaminated with benzene or that it could degrade to benzene.
21 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
22 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
23 Solution® Renewing Cleanser, Proactiv Emergency Blemish Relief, Proactiv+ Pore
24 Targeting Treatment.

25 239. Plaintiff Hunt suffered an ascertainable economic loss because of
26 Defendants' statements and misrepresentations in that she bought the Products she
27 would not have bought but for Defendants' statements and misrepresentations.
28 Furthermore, Plaintiff ultimately purchased a product that was not what it purported

1 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
2 thus, illegal for sale within the United States, and the product possessed less value
3 than the money spent on the product.

4 240. Plaintiff Patricia Matthews is a Missouri resident who places a high
5 priority on health and safety, and on the adverse health consequences of exposure to
6 carcinogens such as benzene. In shopping for drug products for her skin and face,
7 Plaintiff Patricia Matthews was particularly concerned about the product being
8 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
9 the front labeling of the product which encouraged her to purchase the product by
10 Defendants. Based on the statements made by Defendants, their widely recognized
11 name, and lack of information that the Products contained carcinogens such as
12 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
13 representations and omissions of human health and safety information were material
14 to Plaintiff.

15 241. Plaintiff Matthews bought Proactiv Solution® Repairing Treatment,
16 Proactiv+ Pore Targeting Treatment and used it from 1990 to June 2024 in hopes of
17 creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
18 Products purchased by Plaintiff contained benzene and degraded into benzene when
19 stored and used as instructed. Plaintiff was unaware when she bought the Product that
20 it was contaminated with benzene or that it could degrade to benzene. Had
21 Defendants been truthful and told Plaintiff she would be exposed to benzene, she
22 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv+ Pore
23 Targeting Treatment.

24 242. Plaintiff Matthews suffered an ascertainable economic loss because
25 of Defendants' statements and misrepresentations in that she bought the Products she
26 would not have bought but for Defendants' statements and misrepresentations.
27 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
28 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,

1 thus, illegal for sale within the United States, and the product possessed less value
2 than the money spent on the product.

3 243. Plaintiff Anna Romero is a California resident who places a high
4 priority on health and safety, and on the adverse health consequences of exposure to
5 carcinogens such as benzene. In shopping for drug products for her skin and face,
6 Plaintiff Anna Romero was particularly concerned about the product being effective
7 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
8 labeling of the product which encouraged her to purchase the product by Defendants.
9 Based on the statements made by Defendants, their widely recognized name, and lack
10 of information that the Products contained carcinogens such as benzene, Plaintiff
11 believed the Products were safe to put on her skin. Defendants' representations and
12 omissions of human health and safety information were material to Plaintiff.

13 244. Plaintiff Romero bought Proactiv+ Skin Smoothing Exfoliator,
14 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser and
15 used it from May 2022 to January 2024 in hopes of creating a daily skin routine and
16 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
17 contained benzene and degraded into benzene when stored and used as instructed.
18 Plaintiff was unaware when she bought the Product that it was contaminated with
19 benzene or that it could degrade to benzene. Had Defendants been truthful and told
20 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv+
21 Skin Smoothing Exfoliator, Proactiv Solution® Repairing Treatment, Proactiv
22 Solution® Renewing Cleanser.

23 245. Plaintiff Romero suffered an ascertainable economic loss because of
24 Defendants' statements and misrepresentations in that she bought the Products she
25 would not have bought but for Defendants' statements and misrepresentations.
26 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
27 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
28

1 thus, illegal for sale within the United States, and the product possessed less value
2 than the money spent on the product.

3 246. Plaintiff Jared Smith is a Nevada resident who places a high priority
4 on health and safety, and on the adverse health consequences of exposure to
5 carcinogens such as benzene. In shopping for drug products for his skin and face,
6 Plaintiff Jared Smith was particularly concerned about the product being effective and
7 safe to use to help with the breakouts on his skin and face. Plaintiff read the front
8 labeling of the product which encouraged him to purchase the product by Defendants.
9 Based on the statements made by Defendants, their widely recognized name, and lack
10 of information that the Products contained carcinogens such as benzene, Plaintiff
11 believed the Products were safe to put on his skin. Defendants' representations and
12 omissions of human health and safety information were material to Plaintiff.

13 247. Plaintiff Smith bought Proactiv+ Skin Smoothing Exfoliator,
14 Proactiv+ Pore Targeting Treatment and used it from February 2012 to May 2023 in
15 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
16 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
17 when stored and used as instructed. Plaintiff was unaware when he bought the
18 Product that it was contaminated with benzene or that it could degrade to benzene.
19 Had Defendants been truthful and told Plaintiff he would be exposed to benzene, he
20 would not have purchased Proactiv+ Skin Smoothing Exfoliator, Proactiv+ Pore
21 Targeting Treatment.

22 248. Plaintiff Smith suffered an ascertainable economic loss because of
23 Defendants' statements and misrepresentations in that he bought the Products he
24 would not have bought but for Defendants' statements and misrepresentations.
25 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
26 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
27 thus, illegal for sale within the United States, and the product possessed less value
28 than the money spent on the product.

1 249. Plaintiff Tiffany Stitt is a Missouri resident who places a high
2 priority on health and safety, and on the adverse health consequences of exposure to
3 carcinogens such as benzene. In shopping for drug products for her skin and face,
4 Plaintiff Tiffany Stitt was particularly concerned about the product being effective
5 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
6 labeling of the product which encouraged her to purchase the product by Defendants.
7 Based on the statements made by Defendants, their widely recognized name, and lack
8 of information that the Products contained carcinogens such as benzene, Plaintiff
9 believed the Products were safe to put on her skin. Defendants' representations and
10 omissions of human health and safety information were material to Plaintiff.

11 250. Plaintiff Stitt bought Proactiv Solution® Repairing Treatment,
12 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment and
13 used it from August 2002 to August 2023 in hopes of creating a daily skin routine and
14 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
15 contained benzene and degraded into benzene when stored and used as instructed.
16 Plaintiff was unaware when she bought the Product that it was contaminated with
17 benzene or that it could degrade to benzene. Had Defendants been truthful and told
18 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv
19 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+
20 Pore Targeting Treatment.

21 251. Plaintiff Stitt suffered an ascertainable economic loss because of
22 Defendants' statements and misrepresentations in that she bought the Products she
23 would not have bought but for Defendants' statements and misrepresentations.
24 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
25 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
26 thus, illegal for sale within the United States, and the product possessed less value
27 than the money spent on the product.
28

1 252. Plaintiff Kathlyn Averitt is an Illinois resident who places a high
2 priority on health and safety, and on the adverse health consequences of exposure to
3 carcinogens such as benzene. In shopping for drug products for her skin and face,
4 Plaintiff Kathlyn Averitt was particularly concerned about the product being effective
5 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
6 labeling of the product which encouraged her to purchase the product by Defendants.
7 Based on the statements made by Defendants, their widely recognized name, and lack
8 of information that the Products contained carcinogens such as benzene, Plaintiff
9 believed the Products were safe to put on her skin. Defendants' representations and
10 omissions of human health and safety information were material to Plaintiff.

11 253. Plaintiff Averitt bought Proactiv+ Skin Smoothing Exfoliator and
12 used it from 2022 to June 2024 in hopes of creating a daily skin routine and getting rid
13 of acne spots and blemishes. The BPO Products purchased by Plaintiff contained
14 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
15 unaware when she bought the Product that it was contaminated with benzene or that it
16 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
17 be exposed to benzene, she would not have purchased Proactiv+ Skin Smoothing
18 Exfoliator.

19 254. Plaintiff Averitt suffered an ascertainable economic loss because of
20 Defendants' statements and misrepresentations in that she bought the Products she
21 would not have bought but for Defendants' statements and misrepresentations.
22 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
23 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
24 thus, illegal for sale within the United States, and the product possessed less value
25 than the money spent on the product.

26 255. Plaintiff Jade Raven is a Massachusetts resident who places a high
27 priority on health and safety, and on the adverse health consequences of exposure to
28 carcinogens such as benzene. In shopping for drug products for her skin and face,

1 Plaintiff Jade Raven was particularly concerned about the product being effective and
2 safe to use to help with the breakouts on her skin and face. Plaintiff read the front
3 labeling of the product which encouraged her to purchase the product by Defendants.
4 Based on the statements made by Defendants, their widely recognized name, and lack
5 of information that the Products contained carcinogens such as benzene, Plaintiff
6 believed the Products were safe to put on her skin. Defendants' representations and
7 omissions of human health and safety information were material to Plaintiff.

8 256. Plaintiff Raven bought Proactiv Solution® Repairing Treatment,
9 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
10 Proactiv+ Skin Smoothing Exfoliator, Proactiv Emergency Blemish Relief and used it
11 from January 2010 to April 2024 in hopes of creating a daily skin routine and getting
12 rid of acne spots and blemishes. The BPO Products purchased by Plaintiff contained
13 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
14 unaware when she bought the Product that it was contaminated with benzene or that it
15 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
16 be exposed to benzene, she would not have purchased Proactiv Solution® Repairing
17 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
18 Treatment, Proactiv+ Skin Smoothing Exfoliator, Proactiv Emergency Blemish
19 Relief.

20 257. Plaintiff Raven suffered an ascertainable economic loss because of
21 Defendants' statements and misrepresentations in that she bought the Products she
22 would not have bought but for Defendants' statements and misrepresentations.
23 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
24 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
25 thus, illegal for sale within the United States, and the product possessed less value
26 than the money spent on the product.

27 258. Plaintiff Kimberly Williams is an Ohio resident who places a high
28 priority on health and safety, and on the adverse health consequences of exposure to

1 carcinogens such as benzene. In shopping for drug products for her skin and face,
2 Plaintiff Kimberly Williams was particularly concerned about the product being
3 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
4 the front labeling of the product which encouraged her to purchase the product by
5 Defendants. Based on the statements made by Defendants, their widely recognized
6 name, and lack of information that the Products contained carcinogens such as
7 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
8 representations and omissions of human health and safety information were material
9 to Plaintiff.

10 259. Plaintiff Williams bought Proactiv Solution® Renewing Cleanser,
11 Proactiv+ Pore Targeting Treatment, Proactiv Emergency Blemish Relief and used it
12 from 1995 to 2022 in hopes of creating a daily skin routine and getting rid of acne
13 spots and blemishes. The BPO Products purchased by Plaintiff contained benzene and
14 degraded into benzene when stored and used as instructed. Plaintiff was unaware
15 when she bought the Product that it was contaminated with benzene or that it could
16 degrade to benzene. Had Defendants been truthful and told Plaintiff she would be
17 exposed to benzene, she would not have purchased Proactiv Solution® Renewing
18 Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv Emergency Blemish Relief.

19 260. Plaintiff Williams suffered an ascertainable economic loss because
20 of Defendants' statements and misrepresentations in that she bought the Products she
21 would not have bought but for Defendants' statements and misrepresentations.
22 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
23 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
24 thus, illegal for sale within the United States, and the product possessed less value
25 than the money spent on the product.

26 261. Plaintiff Shannon Citrino is a Rhode Island resident who places a
27 high priority on health and safety, and on the adverse health consequences of
28 exposure to carcinogens such as benzene. In shopping for drug products for her skin

1 and face, Plaintiff Shannon Citrino was particularly concerned about the product
2 being effective and safe to use to help with the breakouts on her skin and face.
3 Plaintiff read the front labeling of the product which encouraged her to purchase the
4 product by Defendants. Based on the statements made by Defendants, their widely
5 recognized name, and lack of information that the Products contained carcinogens
6 such as benzene, Plaintiff believed the Products were safe to put on her skin.
7 Defendants' representations and omissions of human health and safety information
8 were material to Plaintiff.

9 262. Plaintiff Citrino bought Proactiv Solution® Renewing Cleanser and
10 used it from February 2009 to July 2024 in hopes of creating a daily skin routine and
11 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
12 contained benzene and degraded into benzene when stored and used as instructed.
13 Plaintiff was unaware when she bought the Product that it was contaminated with
14 benzene or that it could degrade to benzene. Had Defendants been truthful and told
15 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv
16 Solution® Renewing Cleanser.

17 263. Plaintiff Citrino suffered an ascertainable economic loss because of
18 Defendants' statements and misrepresentations in that she bought the Products she
19 would not have bought but for Defendants' statements and misrepresentations.
20 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
21 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
22 thus, illegal for sale within the United States, and the product possessed less value
23 than the money spent on the product.

24 264. Plaintiff Shaberia Amador Crowder is a New York resident who
25 places a high priority on health and safety, and on the adverse health consequences of
26 exposure to carcinogens such as benzene. In shopping for drug products for her skin
27 and face, Plaintiff Shaberia Amador Crowder was particularly concerned about the
28 product being effective and safe to use to help with the breakouts on her skin and

1 face. Plaintiff read the front labeling of the product which encouraged her to purchase
2 the product by Defendants. Based on the statements made by Defendants, their widely
3 recognized name, and lack of information that the Products contained carcinogens
4 such as benzene, Plaintiff believed the Products were safe to put on her skin.
5 Defendants' representations and omissions of human health and safety information
6 were material to Plaintiff.

7 265. Plaintiff Amador Crowder bought Proactiv Solution® Renewing
8 Cleanser, Proactiv+ Pore Targeting Treatment and used it from October 2015 to
9 February 2024 in hopes of creating a daily skin routine and getting rid of acne spots
10 and blemishes. The BPO Products purchased by Plaintiff contained benzene and
11 degraded into benzene when stored and used as instructed. Plaintiff was unaware
12 when she bought the Product that it was contaminated with benzene or that it could
13 degrade to benzene. Had Defendants been truthful and told Plaintiff she would be
14 exposed to benzene, she would not have purchased Proactiv Solution® Renewing
15 Cleanser, Proactiv+ Pore Targeting Treatment.

16 266. Plaintiff Amador Crowder suffered an ascertainable economic loss
17 because of Defendants' statements and misrepresentations in that she bought the
18 Products she would not have bought but for Defendants' statements and
19 misrepresentations. Furthermore, Plaintiff ultimately purchased a product that was not
20 what it purported to be, was unfit for human use, i.e., worthless, was adulterated and
21 misbranded and, thus, illegal for sale within the United States, and the product
22 possessed less value than the money spent on the product.

23 267. Plaintiff Michelle Hollins is a Nevada resident who places a high
24 priority on health and safety, and on the adverse health consequences of exposure to
25 carcinogens such as benzene. In shopping for drug products for her skin and face,
26 Plaintiff Michelle Hollins was particularly concerned about the product being
27 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
28 the front labeling of the product which encouraged her to purchase the product by

1 Defendants. Based on the statements made by Defendants, their widely recognized
2 name, and lack of information that the Products contained carcinogens such as
3 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
4 representations and omissions of human health and safety information were material
5 to Plaintiff.

6 268. Plaintiff Hollins bought Proactiv Solution® Renewing Cleanser,
7 Proactiv+ Skin Smoothing Exfoliator and used it from 2019 to June 2024 in hopes of
8 creating a daily skin routine and getting rid of acne spots and blemishes. The BPO
9 Products purchased by Plaintiff contained benzene and degraded into benzene when
10 stored and used as instructed. Plaintiff was unaware when she bought the Product that
11 it was contaminated with benzene or that it could degrade to benzene. Had
12 Defendants been truthful and told Plaintiff she would be exposed to benzene, she
13 would not have purchased Proactiv Solution® Renewing Cleanser, Proactiv+ Skin
14 Smoothing Exfoliator.

15 269. Plaintiff Hollins suffered an ascertainable economic loss because of
16 Defendants' statements and misrepresentations in that she bought the Products she
17 would not have bought but for Defendants' statements and misrepresentations.
18 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
19 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
20 thus, illegal for sale within the United States, and the product possessed less value
21 than the money spent on the product.

22 270. Plaintiff Eliana Morales is a California resident who places a high
23 priority on health and safety, and on the adverse health consequences of exposure to
24 carcinogens such as benzene. In shopping for drug products for her skin and face,
25 Plaintiff Eliana Morales was particularly concerned about the product being effective
26 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
27 labeling of the product which encouraged her to purchase the product by Defendants.
28 Based on the statements made by Defendants, their widely recognized name, and lack

1 of information that the Products contained carcinogens such as benzene, Plaintiff
2 believed the Products were safe to put on her skin. Defendants' representations and
3 omissions of human health and safety information were material to Plaintiff.

4 271. Plaintiff Morales bought Proactiv Solution® Repairing Treatment,
5 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment and
6 used it from 2003 to June 2024 in hopes of creating a daily skin routine and getting
7 rid of acne spots and blemishes. The BPO Products purchased by Plaintiff contained
8 benzene and degraded into benzene when stored and used as instructed. Plaintiff was
9 unaware when she bought the Product that it was contaminated with benzene or that it
10 could degrade to benzene. Had Defendants been truthful and told Plaintiff she would
11 be exposed to benzene, she would not have purchased Proactiv Solution® Repairing
12 Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
13 Treatment.

14 272. Plaintiff Morales suffered an ascertainable economic loss because of
15 Defendants' statements and misrepresentations in that she bought the Products she
16 would not have bought but for Defendants' statements and misrepresentations.
17 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
18 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
19 thus, illegal for sale within the United States, and the product possessed less value
20 than the money spent on the product.

21 273. Plaintiff Shandra Franklin is a Missouri resident who places a high
22 priority on health and safety, and on the adverse health consequences of exposure to
23 carcinogens such as benzene. In shopping for drug products for her skin and face,
24 Plaintiff Shandra Franklin was particularly concerned about the product being
25 effective and safe to use to help with the breakouts on her skin and face. Plaintiff read
26 the front labeling of the product which encouraged her to purchase the product by
27 Defendants. Based on the statements made by Defendants, their widely recognized
28 name, and lack of information that the Products contained carcinogens such as

1 benzene, Plaintiff believed the Products were safe to put on her skin. Defendants'
2 representations and omissions of human health and safety information were material
3 to Plaintiff.

4 274. Plaintiff Franklin bought Proactiv Solution® Repairing Treatment,
5 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment and
6 used it from January 2009 to June 2024 in hopes of creating a daily skin routine and
7 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
8 contained benzene and degraded into benzene when stored and used as instructed.
9 Plaintiff was unaware when she bought the Product that it was contaminated with
10 benzene or that it could degrade to benzene. Had Defendants been truthful and told
11 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv
12 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+
13 Pore Targeting Treatment.

14 275. Plaintiff Franklin suffered an ascertainable economic loss because of
15 Defendants' statements and misrepresentations in that she bought the Products she
16 would not have bought but for Defendants' statements and misrepresentations.
17 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
18 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
19 thus, illegal for sale within the United States, and the product possessed less value
20 than the money spent on the product.

21 276. Plaintiff Crystal Crosby is an Illinois resident who places a high
22 priority on health and safety, and on the adverse health consequences of exposure to
23 carcinogens such as benzene. In shopping for drug products for her skin and face,
24 Plaintiff Crystal Crosby was particularly concerned about the product being effective
25 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
26 labeling of the product which encouraged her to purchase the product by Defendants.
27 Based on the statements made by Defendants, their widely recognized name, and lack
28 of information that the Products contained carcinogens such as benzene, Plaintiff

1 believed the Products were safe to put on her skin. Defendants' representations and
2 omissions of human health and safety information were material to Plaintiff.

3 277. Plaintiff Crosby bought Proactiv Solution® Repairing Treatment,
4 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment and
5 used it from January 1975 to July 2024 in hopes of creating a daily skin routine and
6 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
7 contained benzene and degraded into benzene when stored and used as instructed.
8 Plaintiff was unaware when she bought the Product that it was contaminated with
9 benzene or that it could degrade to benzene. Had Defendants been truthful and told
10 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv
11 Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser, Proactiv+
12 Pore Targeting Treatment.

13 278. Plaintiff Crosby suffered an ascertainable economic loss because of
14 Defendants' statements and misrepresentations in that she bought the Products she
15 would not have bought but for Defendants' statements and misrepresentations.
16 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
17 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
18 thus, illegal for sale within the United States, and the product possessed less value
19 than the money spent on the product.

20 279. Plaintiff Jamilah Glasco is a Missouri resident who places a high
21 priority on health and safety, and on the adverse health consequences of exposure to
22 carcinogens such as benzene. In shopping for drug products for her skin and face,
23 Plaintiff Jamilah Glasco was particularly concerned about the product being effective
24 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
25 labeling of the product which encouraged her to purchase the product by Defendants.
26 Based on the statements made by Defendants, their widely recognized name, and lack
27 of information that the Products contained carcinogens such as benzene, Plaintiff
28

1 believed the Products were safe to put on her skin. Defendants' representations and
2 omissions of human health and safety information were material to Plaintiff.

3 280. Plaintiff Glasco bought Proactiv Solution® Renewing Cleanser,
4 Proactiv+ Pore Targeting Treatment and used it from March 2021 to May 2024 in
5 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
6 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
7 when stored and used as instructed. Plaintiff was unaware when she bought the
8 Product that it was contaminated with benzene or that it could degrade to benzene.
9 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
10 would not have purchased Proactiv Solution® Renewing Cleanser and Proactiv+ Pore
11 Targeting Treatment

12 281. Plaintiff Glasco suffered an ascertainable economic loss because of
13 Defendants' statements and misrepresentations in that she bought the Products she
14 would not have bought but for Defendants' statements and misrepresentations.
15 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
16 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
17 thus, illegal for sale within the United States, and the product possessed less value
18 than the money spent on the product.

19 282. Plaintiff Jennifer Harper is a Missouri resident who places a high
20 priority on health and safety, and on the adverse health consequences of exposure to
21 carcinogens such as benzene. In shopping for drug products for her skin and face,
22 Plaintiff Jennifer Harper was particularly concerned about the product being effective
23 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
24 labeling of the product which encouraged her to purchase the product by Defendants.
25 Based on the statements made by Defendants, their widely recognized name, and lack
26 of information that the Products contained carcinogens such as benzene, Plaintiff
27 believed the Products were safe to put on her skin. Defendants' representations and
28 omissions of human health and safety information were material to Plaintiff.

1 283. Plaintiff Harper bought Proactiv Solution® Repairing Treatment,
2 Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment,
3 Proactiv Emergency Blemish Relief and used it from January 2002 to June 2024 in
4 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
5 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
6 when stored and used as instructed. Plaintiff was unaware when she bought the
7 Product that it was contaminated with benzene or that it could degrade to benzene.
8 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
9 would not have purchased Proactiv Solution® Repairing Treatment, Proactiv
10 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Proactiv
11 Emergency Blemish Relief.

12 284. Plaintiff Harper suffered an ascertainable economic loss because of
13 Defendants' statements and misrepresentations in that she bought the Products she
14 would not have bought but for Defendants' statements and misrepresentations.
15 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
16 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
17 thus, illegal for sale within the United States, and the product possessed less value
18 than the money spent on the product.

19 285. Plaintiff Lisa Lavarone is a Rhode Island resident who places a high
20 priority on health and safety, and on the adverse health consequences of exposure to
21 carcinogens such as benzene. In shopping for drug products for her skin and face,
22 Plaintiff Lisa Lavarone was particularly concerned about the product being effective
23 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
24 labeling of the product which encouraged her to purchase the product by Defendants.
25 Based on the statements made by Defendants, their widely recognized name, and lack
26 of information that the Products contained carcinogens such as benzene, Plaintiff
27 believed the Products were safe to put on her skin. Defendants' representations and
28 omissions of human health and safety information were material to Plaintiff.

1 286. Plaintiff Lavarone bought Proactiv+ Skin Smoothing Exfoliator,
2 Proactiv Solution® Repairing Treatment, Proactiv Solution® Renewing Cleanser,
3 Proactiv+ Pore Targeting Treatment, and Proactiv Emergency Blemish Relief and
4 used it from August 1988 to July 2024 in hopes of creating a daily skin routine and
5 getting rid of acne spots and blemishes. The BPO Products purchased by Plaintiff
6 contained benzene and degraded into benzene when stored and used as instructed.
7 Plaintiff was unaware when she bought the Product that it was contaminated with
8 benzene or that it could degrade to benzene. Had Defendants been truthful and told
9 Plaintiff she would be exposed to benzene, she would not have purchased Proactiv+
10 Skin Smoothing Exfoliator, Proactiv Solution® Repairing Treatment, Proactiv
11 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, and Proactiv
12 Emergency Blemish Relief.

13 287. Plaintiff Lavarone suffered an ascertainable economic loss because
14 of Defendants' statements and misrepresentations in that she bought the Products she
15 would not have bought but for Defendants' statements and misrepresentations.
16 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
17 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
18 thus, illegal for sale within the United States, and the product possessed less value
19 than the money spent on the product.

20 288. Plaintiff Katina Bennett is a Missouri resident who places a high
21 priority on health and safety, and on the adverse health consequences of exposure to
22 carcinogens such as benzene. In shopping for drug products for her skin and face,
23 Plaintiff Katina Bennett was particularly concerned about the product being effective
24 and safe to use to help with the breakouts on her skin and face. Plaintiff read the front
25 labeling of the product which encouraged her to purchase the product by Defendants.
26 Based on the statements made by Defendants, their widely recognized name, and lack
27 of information that the Products contained carcinogens such as benzene, Plaintiff
28

1 believed the Products were safe to put on her skin. Defendants’ representations and
2 omissions of human health and safety information were material to Plaintiff.

3 289. Plaintiff Bennett bought Alchemee’s Proactiv+ Skin Smoothing
4 Exfoliator, Proactiv Solution® Renewing Cleanser, Proactiv+ Pore Targeting
5 Treatment, Poractiv Emergency Blemish Relief from April 2017 to June 2020 in
6 hopes of creating a daily skin routine and getting rid of acne spots and blemishes. The
7 BPO Products purchased by Plaintiff contained benzene and degraded into benzene
8 when stored and used as instructed. Plaintiff was unaware when she bought the
9 Product that it was contaminated with benzene or that it could degrade to benzene.
10 Had Defendants been truthful and told Plaintiff she would be exposed to benzene, she
11 would not have purchased Alchemee’s Proactiv+ Skin Smoothing Exfoliator, Proactiv
12 Solution® Renewing Cleanser, Proactiv+ Pore Targeting Treatment, Poractiv
13 Emergency Blemish Relief.

14 290. Plaintiff Bennett suffered an ascertainable economic loss because of
15 Defendants’ statements and misrepresentations in that she bought the Products she
16 would not have bought but for Defendants’ statements and misrepresentations.
17 Furthermore, Plaintiff ultimately purchased a product that was not what it purported
18 to be, was unfit for human use, i.e., worthless, was adulterated and misbranded and,
19 thus, illegal for sale within the United States, and the product possessed less value
20 than the money spent on the product.

21 **VII. CLASS ACTION ALLEGATIONS**

22 291. Plaintiffs bring this case on behalf of themselves, and all others
23 similarly situated as a Class Action under Rule 23 of the Federal Rules of Civil
24 Procedure. Plaintiffs seek to represent a National Class of consumers who bought the
25 Products, and State Subclasses of consumers from the states identified below.
26 Excluded from this Class are Defendants, their employees, co-conspirators, officers,
27 directors, legal representatives, heirs, successors, and affiliated companies; Class
28

1 counsel and their employees; and judicial officers and their immediate families as
2 court staff assigned to the case.

3 292. The Class does not seek damages for physical injuries, although
4 Plaintiffs were physically harmed by being exposed to benzene.

5 293. The Class will include a National Class to include all persons who
6 bought for use, and not resale, the BPO Products within the United States.

7 294. The State Subclasses will include all persons who bought for use,
8 and not resale, the BPO Products within California, Connecticut, Hawaii, Illinois,
9 Maryland, Massachusetts, Missouri, New York, Nevada, Ohio, Pennsylvania, Rhode
10 Island, and Washington.

11 295. This action has been brought and may be properly maintained as a
12 Class Action under Rule 23 of the Federal Rules of Civil Procedure because there is a
13 well-defined community of interest and the proposed Class meets the class action
14 requirements under Rule 23 of numerosity, commonality, typicality, and adequacy of
15 representation.

16 296. Defendants engaged in a common course of conduct giving rise to
17 the legal rights sought to be enforced by Plaintiffs, on behalf of themselves, and the
18 other Class members. Similar or identical statutory and common law violations,
19 business practices, and injuries are involved.

20 297. **Numerosity.** Plaintiffs believes there are millions of Class members
21 throughout the United States, and there are tens of thousands of Subclass members in
22 each of the listed states, making the Class and state Subclasses so numerous and
23 geographically dispersed that joinder of all members is inconvenient and
24 impracticable.

25 298. **Commonality.** There are questions of law and fact common to all
26 Class members that predominate over questions which affect only individual Class
27 members. All Class members were deceived and misled by Defendants through the
28 same advertising, online representations, labeling, and packaging, which did not

1 mention benzene, and which misrepresented the characteristics, ingredients, and
2 safety of the BPO Products. All Class members bought Defendants' BPO Products
3 and have suffered an economic loss because of Defendants' deceptions and omissions
4 of material health and safety information. Thus, there is a well-defined community of
5 interest in the questions of law and facts common to all Class members. Other
6 common questions of law and fact in this dispute include, without limitation:

- 7 a. Whether Defendants' BPO Products degrade to benzene under common
8 distributor and consumer handling, use, and storage conditions.
- 9 b. Whether Defendants tested the BPO Products for benzene before selling
10 them to Plaintiffs, the Class, and the public.
- 11 c. When Defendants knew or should have known the BPO Products degraded
12 to benzene.
- 13 d. When Defendants knew or should have known the BPO Products contain
14 benzene.
- 15 e. Whether Defendants' advertising omitting benzene was deceptive,
16 fraudulent, or unfair.
- 17 f. Whether Defendants' advertising omitting benzene was likely to deceive
18 reasonable consumers.
- 19 g. Whether Defendants' conduct violated California's Unfair Competition
20 Law, Bus. & Prof. Code § 17200 *et seq.*
- 21 h. Whether Defendants' conduct violated California consumer protection laws.
- 22 i. Whether Defendants conduct violated Connecticut consumer protection
23 laws.
- 24 j. Whether Defendants conduct violated Hawaii consumer protection laws.
- 25 k. Whether Defendants conduct violated Illinois consumer protection laws.
- 26 l. Whether Defendants conduct violated Massachusetts consumer protection
27 laws including Mass. Gen. Laws Ann. Ch. 93A, § 1 *et seq.*
- 28 m. Whether Defendants conduct violated Maryland consumer protection laws.

- 1 n. Whether Defendants conduct violated Missouri consumer protection laws
- 2 including Mo. Rev. Stat. § 407, *et seq.*
- 3 o. Whether Defendants conduct violated Nevada consumer protection laws
- 4 including Deceptive Trade Practice Act, NEV. REV. STATUTES, Title 52,
- 5 Chapter 598 *et seq.*
- 6 p. Whether Defendants conduct violated New York consumer protection laws
- 7 including New York Deceptive Trade Practices Law, NY Gen. Bus. §349(a)
- 8 and NY Gen. Bus. §§ 350 *et seq.*
- 9 q. Whether Defendants conduct violated Pennsylvania consumer protection
- 10 laws.
- 11 r. Whether Defendants conduct violated Ohio consumer protection laws.
- 12 s. Whether Defendants conduct violated Rhode Island consumer protection
- 13 laws.
- 14 t. Whether Defendants conduct violated Washington’s consumer protection
- 15 laws.
- 16 u. Whether Defendants breached the express and implied warranties they made
- 17 about the BPO Products.
- 18 v. Whether Defendants were unjustly enriched by the Plaintiffs and the Class
- 19 members purchase of the BPO Products.
- 20 w. Whether the Plaintiffs and the Class members have been injured and if so,
- 21 what is the proper measure of damages.
- 22 x. Whether the Plaintiffs and the Class members have the right to economic
- 23 damages including compensatory, exemplary, and statutory remedies for
- 24 Defendants misconduct.
- 25 y. Whether the Plaintiffs and the Class members have the right to injunctive,
- 26 declaratory, or other equitable relief and attorneys’ fees.

27 299. **Typicality.** Plaintiffs’ claims are typical of the claims of the Class
28 because the claims arise from the same course of misconduct by Defendants, i.e.,

1 Defendants false and misleading advertising and the failure to disclose benzene in
2 the Products. The Plaintiffs, and all Class members were all exposed to the same
3 uniform and consistent advertising, labeling, and packaging statements Defendants
4 made about the Products. Because of the Defendants' misconduct, Plaintiffs, like all
5 Class members, were damaged and have incurred economic losses because they
6 bought the Products believing they were safe. The claims of the Plaintiffs are typical
7 of all Class members.

8 **300. Adequacy.** The Plaintiffs will fairly and adequately represent and
9 protect the interests of all Class members. Plaintiffs have no interests antagonistic to
10 the Class members. Plaintiffs hired attorneys experienced in the prosecution of
11 consumer Class Actions and Plaintiffs intend to prosecute this action vigorously.
12 Plaintiffs anticipate no difficulty in the management of this litigation as a Class
13 Action.

14 301. Finally, this Class Action is proper under Rule 23(b) because, under
15 these facts, a Class Action is superior to other methods and is the most efficient
16 method for the fair and efficient adjudication of the dispute. The Class members have
17 all suffered economic damages because of Defendants' deceptive trade practices,
18 false advertising, and omissions of material health and safety information. Because of
19 the nature of the individual Class members' claims and the cost of the Products, few,
20 if any individuals, would seek legal redress against Defendants because the costs of
21 litigation would far exceed any potential economic recovery. Absent a Class Action,
22 individuals will continue to suffer economic losses for which they would have no
23 remedy, and Defendants will unjustly continue their misconduct with no
24 accountability while retaining the profits of their ill-gotten gains. Even if separate
25 cases could be brought by individuals, the resulting multiplicity of lawsuits would
26 cause undue hardship, burden, and expense for the Court and the litigants, as well as
27 create a risk of inconsistent rulings across the country, which might be dispositive of
28 the interests of individuals who are not parties. A Class Action furthers the important

1 public interest of containing legal expenses, efficiently resolving many claims with
2 common facts in a single forum simultaneously, and without unnecessary duplication
3 of effort and drain on critical judicial resources. The Class Action method presents far
4 fewer management difficulties than individual cases filed nationwide and provides the
5 benefit of comprehensive supervision by a single court.

6 **VIII. CAUSES OF ACTION**

7 **A. VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION**
8 **LAW BUS. & PROF. CODE § 17200 *et seq.*, *Individually and on Behalf of the***
9 ***California Subclass***

10 302. Plaintiffs reallege and incorporates all other paragraphs in this Class
11 Action Complaint.

12 303. Plaintiffs bring this cause of action on behalf of themselves, and all
13 members of the California Subclass, all of whom are similarly situated consumers.

14 304. California’s Unfair Competition Law, CAL. BUS. & PROF. CODE §
15 17200, *et seq.*, prohibits “unlawful, unfair, or fraudulent business act or practices” and
16 “unfair, deceptive, untrue or misleading advertising.” Defendants misrepresented
17 their BPO Products in advertising, labels, and containers and misled Plaintiffs, the
18 Subclass, and the public about the ingredients, characteristics, purity, quality,
19 approval, and safety of the Products. Defendants led Plaintiffs and the California
20 Subclass to believe the Products were safe.

21 305. Defendants’ advertising, online representations, labeling, and
22 packaging of the Products were misleading, fraudulent, and deceptive. Defendants
23 knew through the Products’ development, formulation, research, and pre-sale safety
24 and stability testing, the Products were not chemically and physically stable when
25 exposed to common temperature conditions. Defendants knew or should have known
26 the Products formulated benzene under normal and expected consumer use, handling,
27 and storage conditions, and that consumers would be exposed to benzene. Defendants
28 were specifically reminded by the FDA of the obligation to ensure the safety and
quality of BPO Products, including testing them for benzene before selling them to

1 the public, but shirked their duties and continued to market and sell the BPO Products
2 without substantiating their safety, or warning Plaintiffs and the California Subclass
3 about benzene.

4 306. Defendants omitted material health and safety information, *e.g.*,
5 benzene, from the Products' advertising, label, container, and warnings. Defendants
6 did not tell Plaintiffs and the California Subclass they would be exposed to benzene, a
7 human carcinogen, during normal and expected handling, use and storage of the
8 Products, even with the Products' container closed.

9 307. Defendants' acts and omissions were likely to deceive reasonable
10 consumers and the public. Reasonable consumers expect to be told about all
11 ingredients in Products. Reasonable consumers further expect that carcinogens in the
12 Products be disclosed. Reasonable consumers further expect that on market drugs to
13 be free of carcinogens, unless told otherwise. Benzene in a widely marketed drug
14 product used by children, teens, and the public is material health information
15 reasonable consumers expect to be told.

16 308. Had Defendants been truthful in advertising, labeling, packaging,
17 and online statements about benzene in the Products, or the risk of contamination, and
18 the risk of cancer, Plaintiffs and the Class members would not have bought the
19 Products.

20 309. Defendants' acts, omissions, and concealment of material health and
21 safety information are ongoing and continuing to cause harm. Defendants continued
22 to market, advertise, and sell the Products to the public without telling the public
23 about benzene in the Products, or the risk of contamination, and the risk of cancer.
24 Defendants continued to market themselves as responsible drug manufacturers and
25 sellers who sell safe products when they have not tested the Products for benzene or
26 quantified the levels of benzene formed in the Products during normal and expected
27 storage conditions.
28

1 310. Defendants engaged in these deceptive practices for significant
2 financial gain, which is unfair, unreasonably dangerous to Plaintiffs and the
3 California Subclass and not outweighed by any benefit. Omitting and concealing
4 material human health and safety information such as benzene in the Product and the
5 consumers' risk of cancer from the Products is unethical, unscrupulous, and
6 offensive.

7 311. Plaintiffs suffered ascertainable economic losses because of
8 Defendants misconduct because they bought the Products, they otherwise would not
9 have bought but for Defendants misrepresentations and affirmations of safety.

10 312. Because of Defendants misconduct, Plaintiffs, on behalf of
11 themselves, and the California Subclass, seek recovery of their economic damages,
12 attorneys' fees, restitution, and all other relief allowable under CAL. BUS. & PROF.
13 CODE § 17200, *et seq.*, including an injunction to enjoin Defendants from continuing
14 their fraudulent and deceptive business practices. The damages sought are
15 ascertainable, uniform and can be measured and returned to the Plaintiffs and the
16 California Subclass members.

17 **B. VIOLATION OF CALIFORNIA'S CONSUMER LEGAL**
18 **REMEDIES ACT, Cal. Civ. Code § 1750, et seq., Individually and on Behalf**
19 **of the California Subclass**

20 313. Plaintiffs reallege and incorporates all other paragraphs in this Class
21 Action Complaint:

22 314. Plaintiffs bring this cause of action on behalf of themselves, and all
23 Class California Subclass members, all of whom are similarly situated consumers
24 within the meaning of CAL. CIV. CODE § 1781.

25 315. Defendants' acts and omissions violated California's Consumer
26 Legal Remedies Act, CAL. CIV. CODE § 1750, *et seq.*, enacted to protect consumers
27 from being victimized and deceived by advertisers, distributors, and sellers like the
28 Defendants. Other Defendants regularly transact business in California, including in

1 this District, and have engaged in misconduct that has and had a direct, substantial,
2 foreseeable, and intended effect of injuring people in California, and in this District.

3 316. California's Consumer Legal Remedies Act, CAL. CIV. CODE § 1750,
4 *et seq. prohibits* unfair methods of competition and unfair or deceptive acts or
5 practices in connection with the sale of consumer goods. Defendants violated several
6 prohibitions of CIV. CODE § 1750(a).

7 317. Defendants violated CAL. CIV. CODE § 1750(a)(2) by representing
8 the source, sponsorship, and approval, of the Products, *e.g.*, the BPO Products were
9 backed by sound scientific principles, that Defendants met their obligations to
10 conduct adequate and meaningful quality and safety testing before selling the BPO
11 Products to the public, and represented the BPO Products only contained the
12 ingredients listed and were free of carcinogens.

13 318. Defendants violated CAL. CIV. CODE § 1750(a)(3) by representing
14 the affiliation, connection, or association with, or certification by, another *e.g.*, the
15 Products were approved by dermatologists and manufactured in conformity with
16 current good manufacturing practices.

17 319. Defendants violated CAL. CIV. CODE § 1750 (a)(4) by using
18 deceptive representations, *e.g.*, the Products were safe, validated, and supported by
19 the latest research, and free of carcinogens such as benzene.

20 320. Defendants violated CAL. CIV. CODE § 1750(a)(5) by representing
21 the Products have characteristics, ingredients, uses, or benefits, which they do not,
22 *e.g.*, misleading Plaintiffs and the Class members the Products only contained the
23 listed ingredients, did not contain benzene, and did not increase the risk of the
24 consumers' risk of cancer.

25 321. Defendants violated CAL. CIV. CODE § 1750(a)(6) by representing
26 the Products were not deteriorated unreasonably or altered *e.g.*, the Products were
27 pure and had not degraded or formed benzene.

28

1 322. Defendants violated CAL. CIV. CODE § 1750(a)(7) by representing
2 the Products were pure and of a particular standard or quality, when they are not.

3 323. Defendants violated CAL. CIV. CODE § 1750(a)(9) by advertising the
4 Products with the intent not to sell them as advertised, *e.g.*, the Products were of pure
5 quality, safe, made in conformity with current good manufacturing practices, and not
6 adulterated.

7 324. Had Defendants been truthful in advertising, labeling, packaging,
8 warnings, and online statements about benzene in the Products and the risk of cancer,
9 Plaintiffs and the California Subclass would not have bought the Products. Benzene, a
10 human carcinogen, in a widely marketed and available consumer drug product, is
11 material health and safety information Defendants knew Plaintiffs and the California
12 Subclass would want to know. The Defendants' omission of this material information
13 was common to all Plaintiffs and the California Subclass members and made to all
14 Plaintiffs and the California Subclass members uniformly through common
15 advertising, online representations, labeling, and packaging.

16 325. Defendants' acts, omissions, and concealment of material health and
17 safety information are ongoing and continuing to cause harm. Defendants continued
18 to market, advertise, and sell the Products to the Plaintiffs and the California Subclass
19 without telling the public about benzene in the Products and the risk of cancer.
20 Defendants continued to market themselves as responsible drug manufacturers and
21 sellers who sell safe products when they have not quantified the levels of benzene in
22 and created in the Products during normal and expected storage conditions.

23 326. Defendants engaged in these deceptive practices for significant
24 financial gain, which is unfair, unreasonably dangerous to Plaintiffs and the
25 California Subclass and not outweighed by any benefit. Omitting and concealing
26 material human health and safety information such as the consumers' risk of cancer
27 from exposure to the Products is unethical, unscrupulous, and offensive.
28

1 327. Plaintiffs and the California Subclass members suffered
2 ascertainable economic losses because of Defendants’ misconduct because they
3 bought the Products, they otherwise would not have but for Defendants’
4 misrepresentations.

5 328. Because of Defendants’ misconduct, Plaintiffs, on behalf of
6 themselves and the California Subclass members, seek recovery of their economic
7 damages, attorneys’ fees, punitive damages, restitution, and all other relief allowable
8 under CAL. CIV. CODE § 1750, *et seq.*, including an injunction to enjoin Defendants
9 from continuing their fraudulent business practices. The damages sought are
10 ascertainable, uniform to the Subclass and can be measured and returned to the
11 Plaintiffs and the California Subclass members.

12 **C. FALSE ADVERTISING UNDER VARIOUS STATE**
13 **STATUTES, Individually and on Behalf of the California, Hawaii, and New**
14 **York Subclasses**

15 329. Plaintiffs reallege and incorporates all other paragraphs in this Class
16 Action Complaint:

17 330. Plaintiffs bring this cause of action on behalf of themselves, and all
18 members of the California, Hawaii, and New York Subclasses, all of whom are
19 similarly situated consumers.

20 331. Defendants develop, manufacture, test, market, and sell the BPO
21 Products throughout the United States. Defendants knew through the Products’
22 development, formulation, and testing, the Products were not chemically stable when
23 exposed to certain expected and normal environmental and storage conditions and
24 could form benzene, as a toxic byproduct. Despite this knowledge, Defendants did not
25 mention benzene in the Products’ advertising, ingredient list, label, container, or
26 warnings. Defendants did not tell Plaintiffs, and the Subclass members they would be
27 exposed to benzene, a human carcinogen, during normal and expected handling, use
28 and storage of the Products, even with the Products’ containers closed.

1 332. Benzene, a human carcinogen, in a widely marketed and available
2 consumer drug product, is material health and safety information Defendants knew
3 Plaintiffs and the Subclass members would want to know. Defendants not only
4 omitted this material human health and safety information from advertising, online
5 representations, blogs, labeling, packaging, and warnings, but Defendants
6 aggressively marketed themselves as drug experts, innovators, researchers, market
7 leaders, who were committed to consumer safety. Defendants’ affirmations of safety
8 and responsibility misled Plaintiffs, and the Subclass members, leading them to
9 believe the Products were tested, verified, and safe. Defendants further marketed the
10 Products touting the approval of dermatologists, who were not aware of the presence
11 of benzene in the Products and of Defendants’ refusal to conduct adequate and
12 meaningful testing before marketing and selling the Products to the public and
13 following the FDA’s 2022 alert to specifically look for benzene.

14 333. Defendants’ acts and omissions constitute false advertising.
15 Defendants advertised the Products with the intent not to sell them as advertised.
16 Reasonable consumers, including Plaintiffs and the Subclass members, exposed to
17 Defendants advertising would believe the Products were safe, verified, and free of
18 benzene.

19 334. Defendants’ false and misleading advertising violated California’s
20 False Advertising Law, Bus. & Prof. Code § 17500 *et seq.*, which prohibits
21 Defendants from disseminating statements “which are untrue or misleading, and
22 which are known, or which by the exercise of reasonable care should be known, to be
23 untrue or misleading.” Defendants knew or should have known the Products formed
24 benzene under normal, handling, use, and storage conditions but did not disclose this
25 to Plaintiffs and the Subclass members. Defendants knew Plaintiffs, the Class
26 members, and consumers would be exposed to benzene in the Products, even with the
27 Products’ original packaging closed.
28

1 335. Defendants’ false and misleading advertising violated Hawaii’s False
2 Advertising Law, HI REV. STAT. § 708-871. Defendants knowingly or recklessly
3 made false and misleading statements in the Products’ advertising to the public.⁷⁵
4 Defendants further advertised the Products with the intent not to sell them as
5 advertised and misrepresented the ingredients, quality, purity, safety, and character of
6 the Products.

7 336. Defendants’ false and misleading advertising violated New York’s
8 General Business Law § 350 *et seq.* (“GBL § 350”), which prohibits “[f]alse
9 advertising in the misconduct of any business, trade or commerce or in the furnishing
10 of any service” in New York. Under GBL § 350, “false advertising” includes
11 “advertising, including labeling, of a commodity . . . if such advertising is misleading
12 in a material respect.” Defendants violated GBL § 350 by advertising and selling the
13 Products without disclosing material health and safety information, *e.g.*, benzene and
14 the consumers risk of cancer from benzene. Defendants’ false and misleading
15 advertising was directed at consumers, the New York Subclass members, and the
16 public, and caused consumer injury and harm to the public interest.

17 337. Had Defendants been truthful in advertising, online representations,
18 labeling, and packaging about benzene, Plaintiffs and the Subclass members would
19 not have bought the Products.

20 338. Plaintiffs, on behalf of themselves, and the California, Hawaii and
21 New York Subclasses suffered ascertainable economic losses because of Defendants’
22

23
24 ⁷⁵ HI Rev Stat § 708-871, False Advertising: (1) A person commits the offense of false
25 advertising if, in connection with the promotion of the sale of property or services, the
26 person knowingly or recklessly makes or causes to be made a false or misleading
27 statement in any advertisement addressed to the public or to a substantial number of
28 persons. (2) “Misleading statement” includes an offer to sell property or services if the
offeror does not intend to sell or provide the advertised property or services: (a) At the
price equal to or lower than the price offered; or (b) In a quantity sufficient to meet the
reasonably- expected public demand unless quantity is specifically stated in the
advertisement; or (c) at all.

1 misconduct because they bought the Products, they otherwise would not have but for
2 Defendants' material misrepresentations.

3 339. Because of Defendants' misconduct, Plaintiffs, on behalf of
4 themselves and the California, Hawaii, and New York Subclasses, seek recovery of
5 their economic damages, attorneys' fees, punitive damages, restitution, and all other
6 relief allowable by law, including an injunction to enjoin Defendants from continuing
7 their fraudulent business practices. The damages sought are ascertainable, uniform to
8 the Subclasses and can be measured and returned to the Plaintiffs and Subclass
9 members.

10 **D. DECEPTIVE TRADE PRACTICES UNDER VARIOUS**
11 **STATE STATUTES, Plaintiffs, Individually and on Behalf of California,**
12 **Connecticut, Hawaii, Illinois, Maryland, Massachusetts, Missouri, New**
13 **York, Nevada, Pennsylvania, Ohio, Rhode Island, and Washington**
14 **Subclasses**

15 340. Plaintiffs reallege and incorporates all other paragraphs in this Class
16 Action Complaint:

17 341. Plaintiffs bring this cause of action on behalf of themselves, and all
18 members of the California, Connecticut, Hawaii, Illinois, Maryland, Massachusetts,
19 Missouri, New York, Nevada, Pennsylvania, Ohio, Rhode Island, and Washington
20 Subclasses, all of whom are similarly situated consumers.

21 342. Defendants' acts and omissions constitute deceptive business
22 practices in violation of state deceptive trade practices laws.

23 343. Defendants represented the BPO Products had characteristics, uses,
24 and benefits, they did not, *e.g.*, Defendants represented the BPO Products were pure,
25 of good quality, safe, and only contained the ingredients disclosed.

26 344. Defendants represented the BPO Products were not deteriorated or
27 altered, when they knew, or should have known, the BPO Products degraded to
28 benzene under normal and expected use, handling, and storage conditions.

1 345. Defendants represented the BPO Products contained only the
2 ingredients listed on Defendants’ websites, advertising, labels, and containers.
3 Defendants did not disclose to Plaintiffs, the Subclasses, and the public that the BPO
4 Products were at risk of benzene contamination.

5 346. Defendants advertised the BPO Products with the intent not to sell
6 them as advertised.

7 347. Defendants’ acts and omissions violated California’s Consumer
8 Legal Remedies Act, CAL. CIV. CODE § 1750, *et seq.*, enacted to protect consumers
9 from being victimized and deceived by advertisers, distributors, and sellers like the
10 Defendants.

11 348. Defendants’ acts and omissions violated Connecticut Unfair Trade
12 Practices Act, CONN. GEN STAT. ANN., § 42- 110, *et seq.*, which broadly prohibits
13 Defendants from engaging in unfair methods of competition and unfair or deceptive
14 acts or practices in the conduct of any trade or commerce such as those committed by
15 Defendants and alleged in this Class Action.

16 349. Defendants’ acts and omissions violated Hawaii’s Uniform
17 Deceptive Trade Practice Act, HAW. REV. STAT. §481-A3 because Defendants: (1)
18 caused the likelihood of confusion or of misunderstanding as to the source,
19 sponsorship, approval, or certification of the Products; (2) represented the Products
20 had characteristics, ingredients, or benefits, they did not; (3) represented the Products
21 were not deteriorated or altered, when they were; (4) represented the Products were
22 of a particular standard or quality when they were not; and (5) advertised the Products
23 with the intent not to sell them as advertised.

24 350. Defendants’ acts and omissions violated Illinois’ Consumer Fraud
25 and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* Defendants used
26 deception, fraud, false pretense, false promises, and omitted material health and safety
27 information about the Products’ degradation to benzene, and/or contamination with
28 benzene, which Defendants intended the Illinois Subclass members to rely upon.

1 351. Defendants’ acts and omissions violated Maryland’s Unfair or
2 Deceptive Trade Practices Act, MD. COM. CODE, Title 13, Subtitle 3, §13-301 because
3 Defendants: (1) represented the Products had characteristics, ingredients, uses, and
4 benefits, they did not; (2) represented the Products were not deteriorated or altered,
5 when they were; (3) represented the Products were of a particular standard or quality,
6 when they were not. Defendants’ representations about the Products’ ingredients, and
7 omission of benzene were misleading, deceptive, incomplete, and not truthful in
8 violation of Maryland’s Unfair or Deceptive Trade Practices Act.

9 352. Defendants’ acts and omissions violated Massachusetts consumer
10 protection law, MASS. GEN. LAWS ANN. Ch. 93A, § 1 *et seq.*, which broadly prohibits
11 unfair and deceptive trade practices such as those committed by Defendants and
12 alleged in this Class Action.

13 353. Defendants’ acts and omissions violated the Missouri Merchandising
14 Practices Act, MO. REV. STAT. § 407, *et seq.*, which prohibits the use of deception,
15 fraud, misrepresentations, or unfair practices by a business, e.g., marketing Products
16 as safe, approved, tested, and only containing the listed ingredients. Missouri’s law
17 further prohibits the suppression or omission of material facts such as the Products’
18 degradation to benzene.

19 354. Defendants’ acts and omissions violated N.Y. GEN. BUS. LAW § 349,
20 which prohibits Defendants from engaging in deceptive, unfair, and misleading acts
21 and practices such as those committed by Defendants and alleged in this Class
22 Action. Defendants’ misrepresentations and omissions caused consumer injury and
23 harm to the public interests of protecting public health and the public’s right to know
24 about any harmful constituents in the Products.

25 355. Defendants’ acts and omissions violate Nevada Deceptive Trade
26 Practice Act, NEV. REV. STATUTES, Title 52, Chapter 598 *et seq.* which prohibits
27 Defendants from making false statements about the BPO Products and advertising the
28 Products without the intent to sell them as advertised.

1 356. Defendants’ acts and omissions acts and omissions violated Ohio’s
2 Consumer Sales Practices Act, OHIO REV. CODE ANN. § 1345.01, *et seq.* which
3 prohibits sales practices that are deceptive, unfair, or unconscionable, and Ohio’s
4 Deceptive Trade Practices Act, OHIO REV. CODE ANN. § 4165 *et seq.*

5 357. Defendants’ acts and omissions violated Pennsylvania’s Unfair
6 Trade Practices and Consumer Protection Law, 73 P.S. §§201-1 *et seq.* because
7 Defendants: (1) caused the likelihood of confusion or of misunderstanding as to the
8 source, sponsorship, approval, or certification of the Products; (2) used deceptive
9 representations about the Products; (3) represented the Products had characteristics,
10 ingredients, or benefits, they did not; (3) represented the Products were not
11 deteriorated or altered, when they were; (4) represented the Products were particular
12 standard or quality when they are not; and (5) advertised the Products with the intent
13 not to sell them as advertised.

14 358. Defendants’ acts and omissions violated Rhode Island’s Deceptive
15 Trade Practices Act, R.I. GEN. LAWS § 6- 13.1- 5.2(B), *et seq.* because Defendants:
16 (1) caused likelihood of confusion or of misunderstanding as to the source,
17 sponsorship, approval, or certification of the Products; (2) used deceptive
18 representations in connection with the Products; (3) represented the Products had
19 sponsorship, approval, characteristics, ingredients, uses, benefits, they did not; (4)
20 represented the Products were not deteriorated or altered, when they were; (5)
21 represented the Products were of a particular standard, quality, or grade, when they
22 were not; and (6) advertised the Products with the intent not to sell them as
23 advertised.

24 359. Defendants’ acts and omissions violated Washington’s Consumer
25 Protection Act, WASH. REV. CODE § 19.86.010, *et seq.*, which broadly prohibits
26 Defendants from engaging in unfair methods of competition and unfair or deceptive
27
28

1 acts or practices in the conduct of any trade or commerce.⁷⁶ Defendants'
2 concealment of material health and safety information about the Products, which they
3 knew or should have known, was injurious to the public interests of protecting public
4 health and the public's right to know about any harmful constituents in the Products.
5 Defendants' conduct caused harm to the Plaintiffs, the Washington Subclass
6 members, and members of the public who bought the Products without knowing they
7 degraded to benzene. Defendants' conduct has the capacity to cause harm to other
8 people who buy the Products.

9 360. Had Defendants been truthful in its advertising, labeling, and
10 packaging of the Products and not omitted material health and safety information
11 about benzene in and formed from the Products, Plaintiffs and the Subclass members
12 would not have bought the Products.

13 361. Defendants' acts and omissions and violations of the state consumer
14 protection statutes are ongoing and continuing to cause harm.

15 362. Plaintiffs, on behalf of themselves, and members of the California,
16 Hawaii, Illinois, Maryland, Massachusetts, Missouri, New York, Nevada,
17 Pennsylvania, Ohio, Rhode Island, and Washington Subclasses suffered an
18 ascertainable economic loss because of Defendants' misconduct because they bought
19 the Products, they would not have bought but for Defendants' misrepresentations.

20 363. Because of Defendants' misconduct, Plaintiffs, on behalf of
21 themselves, and the Subclasses, seek recovery of their economic damages, attorneys'
22 fees, punitive damages, and all other relief allowable under the law. The damages
23 sought are ascertainable, uniform to the Subclasses and can be measured and
24 returned.

25
26

⁷⁶ Under § 19.86.090, Washington consumers harmed by such practices may recover
27 actual damages, the costs of the suit, including reasonable attorney's fees, and the court
28 may, in its discretion, increase the award of damages to an amount up to three times the
actual damages sustained.

1 **E. BREACH OF EXPRESS WARRANTY, Individually and on**
2 **Behalf of the Nationwide Class and on Behalf of the California, Connecticut,**
3 **Hawaii, Illinois, Maryland, Massachusetts, Missouri, New York, Nevada,**
4 **Pennsylvania, Ohio, Rhode Island, and Washington Subclasses**

5 364. Plaintiffs reallege and incorporates all other paragraphs in this Class
6 Action Complaint:

7 365. Plaintiffs bring this cause of action on behalf of themselves, and all
8 members of the National Class and the California, Connecticut, Hawaii, Illinois,
9 Maryland, Massachusetts, Missouri, New York, Nevada, Pennsylvania, Ohio, Rhode
10 Island, and Washington Subclasses, all of whom are similarly situated consumers.

11 366. The Uniform Commercial Code § 2-313 provides that an affirmation
12 of fact or promise made by the seller to the buyer which relates to the goods and
13 becomes part of the basis of the bargain creates an express warranty that the goods
14 shall conform to the promise. Defendants advertised and sold the Products as safe,
15 pure, of good quality, and only containing the listed ingredients. Defendants'
16 advertising, labels, containers, packaging, advertising, and online statements did not
17 mention benzene, leading consumers to believe the Products were safe for their
18 ordinary use. Defendants' affirmations were uniformly made to Plaintiffs and the
19 Class members by Defendants in the Products' advertising, labeling, packaging, and
20 online statements and were part of the basis of the bargain between Defendants, the
21 Plaintiffs, the Class, and Subclass members.

22 367. Defendants' affirmations and promises are unlawful. When
23 Defendants marketed, distributed, and sold the Products, Defendants knew, or should
24 have known, the Products degraded to benzene under normal and expected use,
25 handling, and storage conditions. Defendants knew, or should have known, the
26 Products formed benzene and therefore did not conform to Defendants' express
27 representations and warranties to consumers. Plaintiffs, the Class, and Subclass
28 members purchased the Products in reasonable reliance on Defendants' statements.

1 368. Because of Defendants’ misconduct, Plaintiffs, on behalf of
2 themselves, the Class and Subclass members, seek recovery of their economic
3 damages, attorneys’ fees, punitive damages, restitution, and all other relief allowable
4 by law, including an injunction to enjoin Defendants from continuing their fraudulent
5 business practices. The damages sought are ascertainable, uniform to the Class and
6 Subclasses and can be measured and returned.

7
8 **F. BREACH OF IMPLIED WARRANTY, Individually and on Behalf of**
9 **the Nationwide Class and on Behalf of the California, Connecticut,**
10 **Hawaii, Illinois, Maryland, Massachusetts, Missouri, New York,**
11 **Nevada, Pennsylvania, Ohio, Rhode Island, and Washington**
12 **Subclasses**

13 369. Plaintiffs reallege and incorporates all other paragraphs in this Class
14 Action Complaint:

15 370. Plaintiffs bring this cause of action on behalf of themselves, and all
16 members of the National Class and the California, Connecticut, Hawaii, Illinois,
17 Maryland, Massachusetts, Missouri, New York, Nevada, Pennsylvania, Ohio, Rhode
18 Island, and Washington Subclasses, all of whom are similarly situated consumers.

19 371. Defendants, as sellers of the Products, also made implied warranties
20 including warranting the Products were of the same quality and purity represented on
21 the labels, in advertising, and on Defendants’ websites, were fit for the ordinary
22 purpose of the Products and conformed to the promises made on the containers,
23 labels, advertising, and websites that all ingredients were listed, and all warnings
24 given.

25 372. Defendants advertised their BPO Products as safe, when they knew,
26 or should have known, the Products degraded to benzene. Defendants did not list
27 benzene as an ingredient or contaminant anywhere on the Products or advertising.
28 The Products are not of the quality and purity represented by Defendants because the
Products degrade to benzene under normal use, handling, and storage conditions.

1 373. Defendants did not tell Plaintiffs or the Class or Subclass members
2 the Products were not fit for their ordinary use because the Products, as advertised
3 and sold by Defendants, degraded to benzene under normal and expected handling,
4 use, and storage.

5 374. Defendants' affirmations that the Products were safe for use were
6 uniformly made to the Plaintiffs and the Class and Subclass members in the Products'
7 advertising, labeling, and packaging, and on Defendants' websites, which were part of
8 the basis of the bargain.

9 375. Plaintiffs, the Class, and Subclass members purchased the Products
10 in reasonable reliance on Defendants' statements, affirmations, and omissions of
11 material health and safety information.

12 376. Defendants' acts and omissions are ongoing and continuing to cause
13 harm.

14 377. Because of Defendants' misconduct, Plaintiffs, on behalf of
15 themselves, the Class, and Subclasses, seek recovery of their actual damages,
16 injunctive relief, attorneys' fees, punitive damages, and all other relief allowable
17 under the law. The damages sought are uniform to the Class and Subclasses and the
18 actual damages can be measured and returned to consumers who bought Defendants'
19 Products.

20 **G. UNJUST ENRICHMENT, Individually and on Behalf of the**
21 **Nationwide Class and on Behalf of the California, Connecticut,**
22 **Hawaii, Illinois, Maryland, Massachusetts, Missouri, New York,**
23 **Nevada, Pennsylvania, Ohio, Rhode Island, and Washington**
 Subclasses

24 378. Plaintiffs reallege and incorporates all other paragraphs in this Class
25 Action Complaint:

26 379. Plaintiffs bring this cause of action on behalf of themselves, and all
27 members of the National Class and the California, Connecticut, Hawaii, Illinois,
28

1 Maryland, Massachusetts, Missouri, New York, Nevada, Pennsylvania, Ohio, Rhode
2 Island, and Washington Subclasses, all of whom are similarly situated consumers.

3 380. Defendants have unjustly profited from their deceptive business
4 practices and kept the profits from Plaintiffs, the Class, and Subclass members who
5 purchased the Products.

6 381. Defendants requested and received a measurable economic benefit at
7 the expense of Plaintiffs, the Class, and Subclass members as payment for the
8 Products. Defendants accepted the economic benefits from Plaintiffs, the Class, and
9 Subclass members knowing the economic benefit received was based on deception
10 and omission of material human health and safety information.

11 382. There is no utility in Defendants' misconduct and Defendants'
12 enrichment from the misconduct is unjust, inequitable, unconscionable, and against
13 the strong public policy to protect consumers against fraud.

14 383. Because of Defendants' misconduct, Plaintiffs, on behalf of
15 themselves, the Class and Subclass members, and the public seeks recovery of their
16 actual damages, disgorgement of profits, injunctive relief, attorneys' fees, punitive
17 damages, and all other relief allowable under the law. The damages sought are
18 uniform to the Class and Subclasses and the actual damages can be measured and
19 returned to consumers who bought Defendants' Products.

20 **IX. PRAYER FOR RELIEF**

21 384. WHEREFORE, Plaintiffs pray for judgment against Defendants:

22 385. That the Court determine this action may be maintained as a Class
23 Action under Rule 23(a) and (b)(1), (2) and (3) of the Federal Rules of Civil
24 Procedure;

25 386. That Defendants' misconduct be adjudged to have violated the state
26 consumer protection laws identified herein;

1 387. That injunctive and declaratory relief be awarded against
2 Defendants, including but not limited to an order prohibiting Defendants from
3 engaging in the alleged misconduct;

4 388. That Defendants be ordered to disgorge profits and revenues derived
5 from their course of misconduct and that such unjust enrichment be restored to the
6 class and or distributed *cy pres* as the Court shall deem just and equitable;

7 389. That Plaintiffs recover all compensatory damages and other damages
8 sustained by Plaintiffs;

9 390. That Plaintiffs recover punitive damages as allowed by law;

10 391. That Plaintiffs recover all statutory damages as allowed by law;

11 392. That Plaintiffs recover their attorneys' fees and all costs of suit;

12 393. That Plaintiffs recover all Statutory pre-judgment and post-judgment
13 interest on any amounts; and

14 394. That all further relief as this Court may deem just and proper be
15 granted.

16 **X. DEMAND FOR JURY TRIAL**

17 395. Demand is made for a jury trial.
18

19 Dated: July 5, 2024

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20 By: /s/ R. Brent Wisner

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