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David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

9 MIKKESHA MANNINGS, an individual;  
10 MAUREEN ABERNATHY, an individual;  
11 LE VASIA JORDAN, an individual;  
12 NATALIE MASUD, an individual, and on  
13 behalf of all others similarly situated,

Plaintiffs,

vs.

14 THE PROCTER & GAMBLE COMPANY,  
15 an Ohio Corporation; THIS IS L. INC., a  
16 Delaware Corporation, and DOES 1 through  
17 20 inclusive,

Defendants.

Case No.: **23STCV30654**

**COMPLAINT FOR DAMAGES**

**(1) STRICT PRODUCTS LIABILITY –  
FAILURE TO WARN**

**(2) FRAUDULENT CONCEALMENT**

**(3) FRAUDULENT  
MISREPRESENTATION**

**(4) VIOLATION OF CALIFORNIA’S  
FALSE ADVERTISING LAW**

**(5) NEGLIGENT  
MISREPRESENTATION**

**(6) VIOLATIONS OF THE BUSINESS &  
PROFESSIONS CODE SECTIONS 17200  
ET SEQ. (“UCL”)**

**(7) VIOLATION OF CALIFORNIA  
CONSUMER LEGAL REMEDIES ACT,  
CAL. CIV. CODE SECTION 1770, et seq.  
 (“CLRA”)**

**(8) QUASI-CONTRACT/UNJUST  
ENRICHMENT**

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1 COME NOW Plaintiffs MIKKESHA MANNINGS, MAUREEN ABERNATHY, LE  
2 VASIA JORDAN, and NATALIE MASUD, individually, and on behalf of all others similarly  
3 situated (collectively “Plaintiffs”), and through their counsel of record, Beverly Hills Trial  
4 Attorneys, P.C., file this class action complaint against THE PROCTER & GAMBLE  
5 COMPANY (“Procter & Gamble”), and THIS IS L. INC., (“This is L”), and DOES 1 through 20,  
6 inclusive (collectively “Defendants”), seeking damages and relief on behalf of themselves and for  
7 all others similarly situated for: Strict products liability (failure to warn), Fraudulent  
8 Concealment, Fraudulent Misrepresentation, Violation of California’s False Advertising Law,  
9 Negligent Misrepresentation, Violation of California’s Unfair Competition Law - *Business &*  
10 *Professions Code* sections 17200, *et seq.* (“UCL”), California’s Consumer Legal Remedies Act -  
11 *Civil Code* sections 1750, *et seq.* (“CLRA”), unjust enrichment, and related claims as stated herein  
12 as below. Unless explicitly stated to the contrary, all allegations are based upon information and  
13 belief.

13 **INTRODUCTION**

14 1. This case involves THE PROCTER & GAMBLE COMPANY and THIS IS L.  
15 INC.’s, (collectively referred to as “Defendants”) feminine hygiene products (“L. Products”),  
16 including tampons, pads and liners, which are manufactured, labeled, marketed and sold as “100%  
17 Organic” by Defendants under the L. brand in various stores across the country, but which are in  
18 fact unfit for use given that they contain toxins and material which are injurious to the consumers,  
19 and have in fact injured Plaintiffs in this matter.

20 2. L. Products are unfit for use, including menstrual use, because they contain  
21 titanium dioxide (“TiO2”), a known toxin sufficient to render Defendants’ marketing of the  
22 Products as “organic” and “natural” false, misleading, and deceptive. Additionally, Defendants  
23 use various other synthetic, non-natural ingredients such as polyester, glycerin, and paraffin in  
24 the L. Products making Defendants’ marketing and claims on these products’ packaging false,  
25 misleading and deceptive. Significantly, unsafe and non-natural ingredients make up more than  
26 half of the contents of these L. Products. Defendants, nonetheless, prominently use false  
27 representations such as “organic” and “natural” on these L. Products, placing such claims in bold  
28 font on the front of the Products’ packaging.

1           3.       Plaintiffs are consumers who purchased Defendants’ L. Products reasonably  
2 believing that such products are safe for use, and free from harmful toxins and chemicals. Based  
3 on Defendants’ misrepresentations and omissions, a reasonable consumer would expect that the  
4 Products are indeed natural, organic, and clean, contain no synthetic ingredients, and can be safely  
5 purchased and used as marketed and sold. However, the L. Products are not natural, organic and  
6 clean, and they contain various synthetic ingredients and pose a material health risk to  
7 unsuspecting consumers. In fact, Plaintiffs have each been injured as a result of using these L.  
8 Products as these products have caused them various health issues and discomfort including but  
9 not limited to: itchiness, rashes, irritation, and pain.

10           4.       However, Defendants failed to inform Plaintiffs and other consumers, either  
11 before or at the time of purchase, that the L. Products should be approached with caution as they  
12 contain high levels of titanium dioxide (“TiO<sub>2</sub>”), and various other synthetic ingredients. Instead,  
13 Defendants affirmatively provided statements on their products to consumers to assure reasonable  
14 consumers like Plaintiffs that they are purchasing a clean, natural, and safe product, when in  
15 reality, and despite Defendants’ promises and reassurances that their products are pure, natural,  
16 safe and organic, these L. Products were unnatural, unsafe, and posed a major risk to Plaintiffs’  
17 health and safety. Had Plaintiffs been fully informed about the contents of the L. Products they  
18 purchased, they would not have bought these products nor used them.

19           5.       Defendants continue to wrongfully induce consumers to purchase their L.  
20 Products that are not as advertised. Plaintiffs are unable to purchase these L. Products from the  
21 Defendants with any degree of certainty that these items will not contain ingredients that are  
22 unsafe, undesirable or which could injure Plaintiffs. Plaintiffs brings this proposed consumer class  
23 action individually and on behalf of all other members of the Class, who, from the applicable  
24 limitations period up to and including the present, purchased for use any of Defendants’ L.  
25 Products.  
26

27           6.       As a result of Defendants’ negligent, reckless, and/or knowingly deceptive  
28 conduct as alleged herein, Plaintiffs were injured when they paid the purchase price or a price

1 premium for L. Products that did not deliver what they promised. They paid the purchase price  
2 on the assumption that the labeling of the L. Products was accurate and that it was free of toxic  
3 heavy metals and safe to use. Plaintiffs would not have paid this money nor would have used  
4 these L. Products had they known the truth that Defendants' products are not 100% organic, and  
5 that they contain ingredients which could harm their body.

6 **PARTIES**

7 **PLAINTIFFS**

8 7. Plaintiffs are, and at all times relevant here, have been citizens of the state of  
9 California. Additionally, unnamed Class Plaintiffs, are, and at all times relevant herein, were  
10 residents of the State of California.

11 8. In making their purchasing decisions, Plaintiffs Mikkisha Mannings, Maureen  
12 Abernathy, Le Vasia Jordan, and Natalie Masud considered Defendants claims and statemens on  
13 the product packaging of these products stating that they are "100% organic," as well as other  
14 labeling materials. Based on these statements, Plaintiffs believed that the products they purchased  
15 were safe, free of any harmful ingredient, and only contained ingredients free of harmful  
16 chemicals, synthetic and/or non-organic ingredients. In fact, these feminine products by  
17 Defendants, were more expensive than cheaper alternatives, and were purchased because  
18 Plaintiffs were led to believe that they were safer for use.

19 9. On numerous occasions, Plaintiffs Mikkisha Mannings and Maureen Abernathy,  
20 Le Vasia Jordan and Natalie Masud purchased the L. Products from various stores including, but  
21 not limited to, Target, Walmart, Walgreens and CVS. Specifically, Plaintiff Mikkisha Mannings  
22 purchased and used Defendants' feminine products, including pads, tampons and liners, in  
23 California from 2019 to 2021. Plaintiff Maureen Abernathy purchased and used Defendants'  
24 feminine products, including pads, tampons and liners, in California in 2021. Plaintiff Le Vasia  
25 Jordan purchased and used Defendants' feminine products, including pads, tampons and liners,  
26 in California from 2021 to 2022, and Plaintiff Natalie Masud purchased and used Defendants'  
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1 feminine products, including pads, tampons and liners, in California from Approximately 2019  
2 to 2020.

3 10. Prior to their purchases and use, Plaintiffs each reviewed the labeling, packaging,  
4 and marketing materials of the L. Products and saw the false and misleading claims that, among  
5 other things, the Products are “organic,” “BPA-Free,” “No Rayon,” “No . . . Chlorine Bleaching,”  
6 and “No . . . Synthetic Pesticides.” These statements, along with others on the packaging, led  
7 them to believe that the Products were natural, organic, clean, and safe.

8 11. All of these products were purchased and used by Plaintiffs because they believed  
9 these products were safe, natural and organic based on the labeling on the products and the  
10 advertisements by Defendants which promoted these L. Products as organic and safe. At no time  
11 during their purchase and use were Plaintiffs aware that Defendants’ claims with regards to the  
12 their products were false and misleading, and that these products actually contain toxins and  
13 material which are injurious to them, and which in fact injured them.

14 12. Plaintiffs would not have purchased these feminine products, at times paying  
15 premium prices, nor would have used these products if they were aware of the presence of the  
16 alleged metals, chemicals, and toxins which they are made of.

17 13. Plaintiffs wish to continue purchasing products from Defendants that are safe  
18 for use. However, Plaintiffs are unable to determine if the Products are actually clean products  
19 that are safe for use, including menstrual use, and contain no synthetic ingredients. Plaintiffs  
20 understand that the composition of the L. Products may change over time, however, Defendants  
21 cannot market the Products as clean, natural, and safe for use when the Products are not, as such  
22 practices results in false or misleading information being provided to Plaintiffs. Plaintiffs wish to  
23 make informed decisions about whether to purchase Defendants’ Products but will continue to be  
24 misled by Defendants’, unless and until Defendants ensure that Products marketed and labeled as  
25 clean, organic, natural, and safe for use are in fact as stated.

26 **DEFENDANTS**

27 14. Defendant Procter & Gamble is an Ohio Corporation with its principal place of  
28

1 business in Cincinnati, Ohio. Procter & Gamble has conducted business and derived substantial  
2 revenue from its manufacturing, advertising, distributing, selling, and marketing of L. Products,  
3 including tampons, pads and liners, including those at issue, within the State of California. At all  
4 relevant times, Procter & Gamble, formulated, directed, controlled, had the authority to control  
5 and/or participated in the acts and practices set forth in this Complaint.

6 15. Defendant This is L. Inc. is a subsidiary of Defendant Procter & Gamble and is a  
7 Delaware corporation with its principal place of business located in Cincinnati, Ohio. This is L.  
8 has conducted business and derived substantial revenue from its manufacturing, advertising,  
9 distributing, selling, and marketing of L. Products, including tampons, pads and liners, including  
10 those at issue, within the State of California. At all relevant times, This is L., formulated, directed,  
11 controlled, had the authority to control and/or participated in the acts and practices set forth in  
12 this Complaint.

13 16. Plaintiffs are uncertain of the true names and capacities of the Defendants sued herein  
14 as DOES 1 through 20, inclusive, and therefore, sue said Defendants under said fictitious names.  
15 Plaintiffs will amend this complaint further to insert the true names and capacities of said  
16 Defendants when the same are discovered. Plaintiffs are informed and believe and thereon allege  
17 that each of the fictitiously named Defendants are responsible in some manner for the occurrences  
18 herein alleged and are liable to the named Plaintiffs, and all other similarly situated on the claims  
19 hereinafter set forth. Said named Defendants and fictitiously named Defendants are hereinafter  
20 collectively referred to as "Defendants."

21 17. At all times mentioned, all Defendants and each of them, inclusive, were engaged in  
22 the business of researching, developing, designing, licensing, manufacturing, distributing, selling,  
23 marketing, and/or introducing into interstate commerce and into the State of California, including  
24 in Los Angeles County, either directly or indirectly through third parties or related entities,  
25 feminine products.

26 18. At relevant times, Defendants and each of them, inclusive, conducted regular  
27  
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1 and sustained business and engaged in substantial commerce and business activity in the State of  
2 California, which included but was not limited to selling, marketing and distributing feminine  
3 products in the State of California and Los Angeles County.

4 19. At all relevant times, Defendants and each of them, inclusive, expected or should  
5 have expected that their acts would have consequences within the United States of America  
6 including the State of California and including Los Angeles County, said Defendants derived and  
7 derive substantial revenue therefrom.

8 **JURISDICTION AND VENUE**

9 20. This Court has jurisdiction over this action pursuant to the California Constitution.

10 21. The Court has personal jurisdiction over Defendants as each of these Defendants is  
11 authorized and licensed to conduct business in the State of California, maintains and carries on  
12 systematic and continuous contacts in the State of California, and conducts business within the  
13 State of California, and/or otherwise intentionally avails itself of the California market through  
14 its promotion, sales, distribution and marketing within the State to render the exercise of  
15 jurisdiction by this Court permissible.

16 22. Venue is proper in this Court because all Defendants do business in Los Angeles  
17 County, and substantial parts of the events giving rise to Plaintiffs' claims occurred in this judicial  
18 district.

19 **GENERAL ALLEGATIONS**

20 23. Defendants Procter & Gamble and This is L. manufacture, label, market, and sell  
21 women's hygiene products, including pads, tampons and liners, under the brand L.

22 24. These products are represented as "100% Organic" Not only that, but there are  
23 also numerous statements on the L. Products' packaging, as well as on Defendants' website,  
24 stating that these products are safe and clean products with natural ingredients and free of harmful  
25 chemicals and synthetic ingredients. Indeed, Defendants emphasize that message at every turn,  
26 including in their marketing, advertising, and directly on the various L. Products' labels.  
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25. Below are some examples of these statements made by Defendants regarding the L. Products on their website and on the product packaging:



**WE ARE MADE WITH**

*GOTS Certified Organic Cotton*

*BPA-free plastic applicator for all tampons*



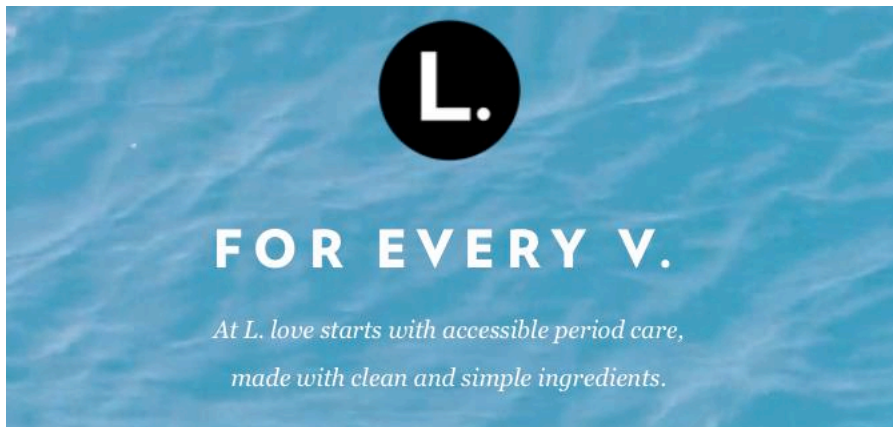
**WE ARE FREE FROM**

*Chlorine Bleaching*

*Pesticides*

*Fragrances*

*Dyes*



26. Defendants further provide representations and icons at the top of the L. Products’ packaging, including on the tampons’ packaging, as follows:



27. These icons inform consumers that the L. Products they are purchasing are manufactured by a “Certified B Corporation” and that these products are “Organic Certified,” further assuring consumers that the products are safe and made with harmless and natural ingredient, free of harmful substances and synthetic ingredients.

28. Despite various reassurances on its products that its products are organic and made of non-toxic ingredients, in a much fainter, more difficult to read font on the back of its products, which is in colors that blend in with the background, Defendants include the ingredient list with

1 a short description of the ingredients of the product, attempting to ensure its consumers that the  
 2 various ingredients are harmless. Below is an example of an ingredient list on L. tampons:

Ingredients	...description
Cotton	...organic cotton
Polyester	...fiber that wicks away moisture
Glycerin	...coating for smooth feeling
Paraffin	...wax for smooth feeling
Titanium Dioxide	...makes material look white, naturally occurring

10 29. Similar to the photo above, Defendants state in italic font on various of their  
 11 products that the polyester contained within the product is a “fiber that wicks away moisture” and  
 12 that the glycerin is a “coating for smooth feeling.” Moreover, Defendants identify titanium  
 13 dioxide as an ingredient and state that it “makes material look white, naturally occurring,”  
 14 making it seem as though this ingredient is safe for use.

15 30. Not only do these statements confuse and mislead consumers, but interestingly,  
 16 Defendants make no effort to reconcile the existence of these synthetic, non-organic ingredients  
 17 with the prominent “Organic” representations made directly on the front of each of the L.  
 18 Products’ packaging. The packaging of the L. Products are false, misleading, and deceptive to  
 19 reasonable consumers who believe they are purchasing an organic, natural product which is  
 20 harmless to their health.

21 31. In reality, and in direct contradiction to the information Defendants portray on  
 22 their packaging, L. Products are unfit for use, including menstrual use, because they contain  
 23 titanium dioxide (“TiO<sub>2</sub>”), a known toxin sufficient which renders Defendants’ marketing of the  
 24 Products as “organic” and “natural” false, misleading, and deceptive. Moreover, Defendants use  
 25 various other synthetic, non-natural ingredients such as polyester, glycerin, and paraffin in the  
 26 L. Products making Defendants’ marketing and claims on these products’ packaging false,  
 27 misleading and deceptive.  
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32. Significantly, unsafe and non-natural ingredients make up more than half of the contents of these L. Products, and yet, Defendants prominently use false representations such as “organic” and “natural” on these L. Products, placing such claims in bold font on the front of the Products’ packaging.

33. In fact, Defendants have made numerous misleading claims that there are “No rayon, chloring bleaching, dyes or fragrances,” representations which appealed to consumers, such as Plaintiffs, who seek products without added coloring. While these statements could be true, they are misleading as the L. Products’ color is enhanced through the addition of titanium dioxide, a synthetically prepared powder used as a white pigment. In fact, Defendants include a statement, in small font and on the back of the L. Products’ packaging, that Titanium Dioxide “*makes material look white, naturally occurring.*”

34. While titanium dioxide is neither a “dye” nor “chlorine,” it serves the identical purpose of those two compounds which is to make the products appear to better quality by making the appearance of the cotton appear whiter. Moreover, the representation that titanium dioxide is “naturally occurring” is misleading because when used commercially, it is produced through synthetic processes and results in a compound that is distinct from its natural source.

35. Indeed, Titanium dioxide or TiO<sub>2</sub>—which is used in paints, coatings, adhesives, plastics, and roofing materials—has demonstrated an ability to pass through biological membranes, circulate through the body, and enter cells. Research shows that the effects are serious, including DNA and chromosomal damage, organ damage, inflammation, brain damage, genital malformations, lesions in the liver and kidneys, and cell neurosis.

36. And the same is true as to Defendant’s products containing antimony, a heavy metal that can be absorbed through epithelial tissue. Antimony is one of the most toxic of the heavy metals, and research has shown that following inhalation, oral, or dermal exposure to antimony, adverse health effects have been observed in both humans and animals. In fact, on information and belief, all of Defendants’ products including its tampons, pads and liners, contain antimony.

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37. The addition of both antimony and TiO<sub>2</sub> to Defendants’ products, all of which are marketed as “organic” and free of unnecessary ingredients, is absolutely unnecessary and dangerous to consumers, especially given the highly absorbent nature of the vagina.

38. Plaintiffs used Defendants’ pads, liners and tampons, not knowing that they contained hazardous and unsafe ingredients. Plaintiffs purchased L. Products, and reviewed the labeling materials discussed above prior to their purchase. However, Plaintiffs were misled as they relied on the packaging of Defendants’ products, as well as its marketing material, which all claimed that these Products were safe, harmless and organic products with natural ingredients and free of harmful chemicals and synthetic, non-organic ingredients. Plaintiffs also believe that there is a lack of disclosure about other unidentified toxins which may have caused them various health issues as a result of using these products.

39. Plaintiffs purchased L. Products, including pads, liners and tampons, from various stores including but not limited to Target, Walmart, Walgreens and CVS. These products caused them various health issues and discomfort including but not limited to: itchiness, rashes, irritation, as well as pain and difficulty engaging in sexual conduct, at times forcing them to seek treatment from medical professionals.

40. In fact, a review of Defendants website, [www.thisisl.com](http://www.thisisl.com) indicates that there are dozens, if not hundreds or thousands, of other individuals who have also suffered from various health issues as a result of using Defendants’ products. Below are some examples of other individuals who have had similar complaints as those of Plaintiffs, including Defendants’ response to those complaints, confirming that Defendants have had knowledge of the health issues consumers have had over the last few years as a result of their use of these L. Products:

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★★★★★ em58901  
*Not A Good Brand*

i used these tampons for a while, and i never had cramps before using them but shortly after using them i would get really bad cramps and a super heavy period. after switching to a different brand, my cramps are better and my flow isn't heavy all the time. if you use these please consider changing.

*Response From THIS IS L. INC.:*

THE L. TEAM 8 years ago

We're sorry to hear about your experience, and want you to know we take your concerns about safety very seriously. We've thoroughly tested our high-quality ingredients to ensure they are safe and meet strict safety and government regulations around the world. It's important to know that our products are safe to use, and there is no conclusive evidence that our product can cause medical harm. Safety is at the heart of all we do, so we'd like to learn more about your experience. Please call us at 1-888-574-9646 or email us at <https://www.thisisl.com/pages/contact-us/> at your earliest convenience.

★★★★★ NO unless u want to bleed  
*Caused Me Non-Stop Bleeding*

I started using L organic tampons 4-5 months ago and at the same time could not understand why my (what was once normal) menstrual cycle turned into 30-day non-stop bleeding. To my shock I found out I am not the only one and this is the only product me and SEVERAL others have in common.

*Response From THIS IS L. INC.:*

THE L. TEAM 8 years ago

We can assure you, your safety is at the heart of everything we do and we are sorry to hear of your experience. Every person wants what's best for their body, and when there's a question about safety, we take that very seriously.

It's important to know our products are safe to use, and there is no conclusive evidence that our product can cause medical harm. Our high-quality ingredients are rigorously tested and meet strict safety and government regulations around the world.

It is important for us to learn more about your concern so can you please reach out to us by phone at 1-888-574-9646 or email here: <http://spr.ly/6428zCEka>

★★★★★ kiarra  
*Traumatic*

i used these tampons for a year and now have re-accruing ovarian cysts and permanent vaginal damage

1 out of 5 stars.

*Response From THIS IS L. INC.:*

THE L. TEAM 8 years ago

We can assure you, your safety is at the heart of everything we do and we are sorry to hear of your experience. Every person wants what's best for their body, and when there's a question about safety, we take that very seriously.

It's important to know our products are safe to use, and there is no conclusive evidence that our product can cause medical harm. Our high-quality ingredients are rigorously tested and meet strict safety and government regulations around the world.

It is important for us to learn more about your concern so can you please reach out to us by phone at 888-574-9646 or by emailing us through the link on the [www.thisisL.com/pages/contact-us/](http://www.thisisL.com/pages/contact-us/) web page.

1 ★★★★★ Rbell  
2 *Horrible Irritation*

3 Do not use these tampons!

4 Directly after I removed one due to feeling an uncomfortable sensation, I suddenly experienced an entire  
5 week with a vaginal itch. I have never gone through anything like that before and now almost a month has  
6 passed, the itchiness has stopped but I still have ongoing irritation and discomfort definitely due to using  
7 these tampons.

8 *Response From THIS IS L. INC.:*

9 **THE L TEAM** 8 years ago

10 We're very sorry this happened to you and hope that you are starting to feel better. Please know that your safety and health are the most  
11 important thing we think about, and we rigorously test our products to be safe when used as directed. We'd like to look into this closer for  
12 our Safety Team. When you get a moment, please phone us at (888) 574-9646. We're here to help.

13 41. Defendants claim to sell a product free of any hazardous material, as they claim  
14 through L. Products packaging and marketing material, that their products are made with organic  
15 cotton, lack chlorine bleaching, pesticides, or dyes and are free of synthetic fragrances. However,  
16 and despite these claims, the ingredients of L. Products include hazardous and/or irritating  
17 substances which cause serious side effects and health issues. Defendants had a duty to properly  
18 test, develop, design, manufacture, label, inspect, market, package, sell and distribute, supply,  
19 provide proper warnings and take all steps necessary to ensure these feminine hygiene products  
20 did not cause consumers to suffer from dangerous and unreasonable risks, but failed to do so.

21 42. Additionally, Defendants should have provided warnings regarding the full and  
22 complete risks of their products, including but not limited to the side effects which some of its  
23 ingredients have the potential to cause. Nonetheless, Defendants sold and continue to sell these  
24 toxic/hazardous feminine hygiene products, including pads, tampons and liners, despite their  
25 awareness of the toxic, hazardous and irritating ingredients in these products.

26 43. Had Plaintiffs been given the benefit of a disclosure of the fact that the ingredients  
27 used in these products may result in side effects and health issues, and that these products are not  
28 as toxin-free and “organic” as they are portrayed to be on their packaging/advertising, Plaintiffs  
would not have purchased and used these products.

1           44. Defendants failed to inform Plaintiffs and other consumers, either before or at the  
2 time of purchase, that the L. Products should be approached with caution as they contain high  
3 levels of titanium dioxide (“TiO2”), antimony, and various other synthetic ingredients. Instead,  
4 Defendants affirmatively provided statements on their products to consumers to assure reasonable  
5 consumers like Plaintiffs that they are purchasing a clean, natural, and safe product, when in  
6 reality, and despite Defendants’ promises and reassurances that their products are pure, natural,  
7 safe and organic, these L. Products were unnatural, unsafe, and posed a major risk to Plaintiffs’  
8 health and safety.

9           45. Although Defendants were aware of the deception in their labeling given the  
10 inclusion of polyester, glycerin, paraffin, and titanium dioxide in the Products despite claims of  
11 the Products’ composition and safety, they took no steps to warn Plaintiffs or Class Members of  
12 risks related to TiO2 in the Products. Despite their knowledge, Defendants have fraudulently  
13 misrepresented and omitted the risks of the Products, failed to disclose the true nature and quality  
14 of the Products, and further failed to disclose the health and safety risks associated with the  
15 Products.

16           46. Defendants made, and continue to make, affirmative misrepresentations and  
17 omissions to consumers, to promote sales of the Products, including statements that the L.  
18 Products are safe and sustainable. Defendants concealed the truth about the ingredients of their  
19 products, information that would have been important to Plaintiffs and Class Members in deciding  
20 whether to purchase the L. Products.

21           47. As a result, and given the lack of transparency about their products, Plaintiffs  
22 purchased these L. Products, used them and suffered injuries to their bodies. In fact, Plaintiffs  
23 experienced severe symptoms such as burns, itchiness, rashes, irritation, and pain, associated with  
24 their genitalia, including but not limited to the vulva, at times necessitating the need to seek  
25 treatment from medical professionals.  
26  
27  
28





1 final judgment in this action, purchased and/or used the L. Products at issue in California (the  
2 “California Subclass”).

3 53. Excluded from the Class are Defendants’ officers, employees, agents or affiliates,  
4 and any judge who presides over this action, as well as past and present employees, officers and  
5 directors of Defendants. Plaintiffs reserve the right to expand, limit, modify, or amend this Class  
6 definition, including the addition of one or more subclasses, in connection with their motion for  
7 class certification, or at any other time, based upon, inter alia, changing circumstances and/or new  
8 facts obtained during discovery.

9  
10 **A. Commonality**

11 54. There are questions of law and fact that are common to the claims of Plaintiffs.  
12 Among these common questions are the following:

13 (a) Whether Defendants violated California’s Unfair Competition Law by  
14 knowingly formulating, manufacturing, advertising, and selling feminine products touted as  
15 organic and safe for use when, in reality, the products contain toxic ingredients;

16 (b) Whether Defendants violated California’s Unfair Competition Law  
17 by misrepresenting material information to consumers regarding Defendants’ L. Products and  
18 their ability to be safe for use;

19 (c) Whether Defendants violated California’s Unfair Competition Law  
20 by concealing material information from consumers regarding the fact that the L. Products contain  
21 toxic ingredients, so that consumers would not know that the products pose a health risk to  
22 consumers who use them;

23 (d) Whether Defendants violated California’s Unfair Competition Law  
24 by using uniform, deceptive business practices, such as telling consumers via their websites and  
25 on their product packaging that the L. Products are safe to use and have undergone thorough  
26 testing, without transparently disclosing Defendants’ testing standards and ultimate results;

27 (e) Whether Defendants represented and continue to represent that their  
28 products are of a particular standard, quality, or grade when they are not;

1 (f) Whether Defendants advertised their products with the intent not to  
2 sell them as advertised;

3 (g) Whether Defendants owed a duty of care to their customers to ensure  
4 that their products do not contain any toxic ingredients or other undesirable toxins or  
5 contaminants;

6 (h) Whether Defendants owed a duty to investigate that their products do  
7 not contain any toxic ingredients or other undesirable toxins or contaminants; and

8 (i) Whether Defendants' conduct as set forth above injured consumers, and if so,  
9 the extent of the injury.

10 **B. Numerosity**

11 (j) The members of the Class are so numerous that separate joinder of each  
12 member is impracticable. Plaintiffs are informed and believe that in the County of Los Angeles  
13 alone, the members of the Class would easily exceed the minimum numbers to satisfy this  
14 requirement.

15 **C. Typicality**

16 (k) Plaintiffs' claims are typical of the claims of the Class because  
17 Plaintiffs, like the other Class Members, purchased Defendants' feminine products based on the  
18 reasonable belief that they were safe, organic and free of toxic ingredients for use by consumers.  
19 Plaintiffs, as with other Class Members, were deceived by Defendants' misrepresentations and  
20 omissions of fact.

21 (l) The core issues which predominate over all the other issues in the  
22 litigation involve Defendants' unfair competition, violation of the CLRA and other violations, as  
23 discussed above.

24 (m) Upon information and belief, there has never been a prior lawsuit certified as  
25 a class on behalf of Plaintiffs based on the allegations in this Complaint.

26 **D. Adequacy of Representation**

27 (n) Plaintiffs will fairly and adequately protect the interests of the Class and  
28

1 are committed to the vigorous prosecution of this action. They have retained competent counsel,  
2 experienced in litigation of this nature, to represent them and members of the Class. There is no  
3 hostility between Plaintiffs and the unnamed Class members. Plaintiffs anticipate no difficulty  
4 in the management of this litigation as a class action.

5 (o) To prosecute this case, Plaintiffs have chosen the law firm of Beverly  
6 Hills Trial Attorneys, P.C., whose attorneys have represented plaintiffs in class actions and as  
7 private attorneys general in bringing public interest actions.

8 **E. Superiority**

9 (p) The questions of law or fact common to the claims of Plaintiffs and of  
10 each Class member predominate over any questions of law or fact affecting only individual  
11 members of the Class. All claims by named Plaintiffs and unnamed Class members are based on  
12 the same alleged “across the board” representations by Defendants and other acts constituting  
13 negligence, unfair competition under the UCL, and violation of Consumer Legal Remedies Act.

14 (q) Common issues predominate when as here, liability can be determined  
15 on a class-wide basis, even when there are some individualized damages.

16 (r) As a result, when determining whether common questions predominate,  
17 courts focus on the liability issue and if the liability issue is common to the class as in the case at  
18 bar, common questions are held to predominate over individual questions.

19 (s) Since all claims by named Plaintiffs and unnamed Class members are  
20 based on the same alleged “across the board” failures by Defendants and other unfair competition  
21 under the UCL, the predominance requirement needed for class action treatment is satisfied.

22 (t) A class action is superior to thousands of individual actions in part  
23 because of the non-exhaustive factors listed below:

- 24
- 25 i. Joinder of all class members would create extreme hardship and  
26 inconvenience for the affected consumers because of their immense  
27 geographical dispersion.
- 28



1 products to consumers and end users, including Plaintiffs, and therefore had a duty to warn of the  
2 risks associated with the use of said products.

3 58. At all relevant times, Defendants had a duty to properly test, develop, design,  
4 manufacture, inspect, package, label, market, promote, sell, and distribute, maintain, supply,  
5 provide proper warnings, and take such steps as necessary to ensure their products did not cause  
6 users and consumers to suffer from unreasonable and dangerous risks. Defendants had a  
7 continuing duty to warn Plaintiffs of dangers associated with these L. Products. Defendants, as  
8 manufacturers, sellers, and/or distributors of these products, are held to the knowledge of an  
9 expert in the field.

10 59. At the time of manufacture, Defendants could have provided the warnings or  
11 instructions regarding the full and complete risks of these L. Products because they knew or  
12 should have known of the unreasonable risks of harm associated with the use of and/or exposure  
13 to such products.

14 60. At all relevant times, Defendants failed and deliberately refused to investigate,  
15 study, test, or promote the safety or to minimize the dangers to users of their products and to those  
16 who would foreseeably use or be harmed by Defendants' L. Products.

17 61. Even though Defendants knew or should have known that these L. Products posed  
18 a grave risk of harm, they failed to exercise reasonable care to warn of the dangerous risks  
19 associated with use and exposure to the products. The dangerous propensities of their products  
20 and the toxic characteristic of some of the ingredients contained in Defendants' L. Products, as  
21 described above, were known to Defendants, or Defendants could have reasonably known about  
22 them through appropriate research and testing by known methods, at the time they distributed,  
23 supplied or sold the product, and were not known to end users and consumers, such as Plaintiffs.  
24 The product warnings for L. Products in effect during the time period Plaintiffs purchased and  
25 used these products were vague, incomplete or otherwise inadequate, both substantively and  
26 graphically, to alert consumers to the severe health risks associated with these products.

27 62. Defendants knew or should have known that their products created significant  
28 risks of serious bodily harm to consumers, as alleged herein, and Defendants failed to adequately  
warn or instruct consumers, *i.e.*, the reasonably foreseeable users, of the risks of exposure of their  
products.

1           63. Defendants failed to warn and have wrongfully concealed information concerning  
2 the dangerous level of toxic ingredients in the L. Products and the potential for these products to  
3 expose its users to those harmful ingredients, and further, have made false and/or misleading  
4 statements concerning the safety of the subject L. Products.

5           64. At all relevant times, Defendants' L. Products reached the intended consumers,  
6 handlers, and users or other persons coming into contact with these products, including Plaintiffs,  
7 without substantial change in their condition as designed, manufactured, sold, distributed, labeled,  
8 and marketed by Defendants.

9           65. Plaintiffs were exposed to Defendants' L. Products without knowledge of their  
10 dangerous characteristics.

11           66. At all relevant times, Plaintiffs were exposed to Defendants' L. Products while  
12 using them for their intended or reasonably foreseeable purposes, without knowledge of their  
13 dangerous characteristics.

14           67. Plaintiffs could not have reasonably discovered the defects and risks associated  
15 with use of these products prior to or at the time of use of said L. Products. Plaintiffs relied upon  
16 the skill, superior knowledge, and judgment of Defendants to know about and disclose serious  
17 health risks associated with using Defendants' products.

18           68. Defendants knew or should have known that the information disseminated with  
19 their products were inadequate, failed to communicate adequate information on the dangers  
20 associated with the use of these products containing toxic ingredients, and failed to communicate  
21 warnings and instructions that were appropriate and adequate to render the products safe for their  
22 ordinary, intended and reasonably foreseeable uses.

23           69. The information that Defendants did provide or communicate failed to contain  
24 relevant warnings, hazards, and precautions that would have enabled consumers such as Plaintiffs  
25 to avoid using the products. Instead, Defendants disseminated information that was inaccurate,  
26 false, and misleading, and which failed to communicate accurately or adequately the comparative  
27 severity, duration, and extent of the risk of injuries with use of and/or exposure to the subject L.  
28 Products, and concealed, downplayed, or otherwise suppressed, through aggressive marketing  
and promotion, any information or research about the risks and dangers of using their products.

          70. This alleged failure to warn is not limited to the information contained on labels  
and packaging of the L. Products. The Defendants were able, in accord with federal law, to

1 comply with relevant state law by disclosing the known risks associated with use of its products,  
2 given the ingredients, through other non-labeling mediums, *i.e.*, promotion, advertisements,  
3 public service announcements, and/or public information sources. But the Defendants did not  
4 disclose these known risks through any medium. The ability to provide such warnings is not  
5 prohibited by any federal law.

6 71. Had Defendants provided adequate warnings and instructions and properly  
7 disclosed and disseminated the risks associated with the L. Products, Plaintiffs could have avoided  
8 the risk of developing injuries and could have obtained or used alternative products. However, as  
9 a result of Defendants' concealment of the dangers posed by their products, Plaintiffs could not  
10 have averted their injuries.

11 72. Defendants' conduct, as described above, was reckless. Defendants risked the  
12 health and safety of consumers, including Plaintiffs, with knowledge of the safety problems  
13 associated with some of the ingredients used in their products, and suppressed this knowledge  
14 from the general public. Defendants made conscious decisions not to redesign, warn or inform  
15 the unsuspecting public. Defendants' reckless conduct warrants an award of punitive damages.

16 73. Defendants' lack of adequate warnings and instructions accompanying its  
17 products, were a substantial factor in causing Plaintiffs' injuries.

18 74. As a direct and proximate result of the Defendants' failure to provide an adequate  
19 warning of the risks of the ingredients contained in its products, Plaintiffs have been injured.

20 **SECOND CAUSE OF ACTION**

21 **(Fraudulent Concealment)**

22 75. Plaintiffs incorporates by reference each allegation set forth in preceding  
23 paragraphs as if fully stated herein.

24 76. At all relevant times, Defendants engaged in the business of testing, developing,  
25 designing, manufacturing, marketing, selling, distributing, and promoting feminine products,  
26 including tampons, pads and liners. Defendants, acting through their representatives or agents,  
27 delivered the Products to their distributors and various other distribution channels.

28 77. Defendants willfully, falsely, and knowingly omitted various material facts  
regarding the quality and character of the Products as discussed throughout.

78. Rather than inform consumers of the truth regarding the Products, Defendants  
misrepresented the quality of the Products as discussed herein at the time of purchase. Defendants



1 made these material misrepresentations to boost or maintain sales of the Products, and to falsely  
2 assure purchasers of the Products that Defendants are reputable companies and that their Products  
3 are safe for use. The false representations were material to consumers because the omissions  
4 played a significant role in the value of the Products purchased.

5 79. Plaintiffs and Class Members accepted the terms of use, which were silent on the  
6 true nature of the Products, as discussed throughout. Plaintiffs and Class Members had no way  
7 of knowing Defendants' omissions as to the Products and had no way of knowing that  
8 Defendants' omissions were misleading.

9 80. Although Defendants had a duty to ensure the safety, completeness, and accuracy  
10 of the information regarding the Products, they did not fulfill these duties.

11 81. Defendants omitted or concealed material facts partly to protect their profits, as  
12 they saw that profits and sales of the Products were essential for its continued growth and to  
13 maintain and grow its reputation as a premier designer and vendor of the Products. Such benefits  
14 came at the expense of Plaintiffs and Class Members.

15 82. Plaintiffs and Class Members were unaware of these material omissions, and they  
16 would not have acted as they did had they known the truth. Plaintiffs and class members' actions  
17 were justified given Defendants' omissions. Defendants were in exclusive control of material  
18 facts, and such facts were not widely known to the public.

19 83. Due to Defendants' misrepresentations, Plaintiffs and Class Members sustained  
20 injury due to the purchase of the Products that did not live up to its advertised representations.

21 84. Defendants' acts were done maliciously, oppressively, deliberately, and with intent  
22 to defraud, and in reckless disregard of Plaintiffs', and Class Members' rights and well-being,  
23 and in part to enrich themselves at the expense of consumers. Defendants' acts were done to gain  
24 commercial advantage over competitors, and to drive consumers away from consideration of  
25 competing products. Defendants' conduct warrants an assessment of punitive damages in an  
26 amount sufficient to deter such conduct in the future.

27 **THIRD CAUSE OF ACTION**

28 **(Fraudulent Misrepresentation)**

85. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs as if fully stated herein.

1 86. Defendants falsely represented to Plaintiffs and the Class that the L. Products were  
2 natural, organic, and safe for use. Defendants intentionally, knowingly, and recklessly made these  
3 misrepresentations to induce Plaintiffs and the Class to purchase the L. Products.

4 87. Defendants knew or should have known that their representations about the  
5 Products were false in that the Products are not natural, organic, or safe for use as discussed  
6 throughout. Defendants knowingly allowed their packaging, labels, advertisements, promotional  
7 materials, and websites to intentionally mislead consumers, such as Plaintiffs and the Class.

8 88. Plaintiffs and the Class did in fact rely on these misrepresentations and purchased  
9 the Products to their detriment. Given the deceptive manner in which Defendants advertised,  
10 marketed, represented, and otherwise promoted the Products, Plaintiffs' and the Class's reliance  
11 on Defendants' misrepresentations was justifiable.

12 89. As a direct and proximate result of Defendants' conduct, Plaintiffs and the Class  
13 have suffered actual damages in that they would not have purchased the Products at all had they  
14 known of the safety risks associated with the Products and that they does not conform to the  
15 Products' labels, packaging, advertising, and statements.

16 90. Plaintiffs and the Class seek actual damages, attorney's fees, costs, and other such  
17 relief the Court deems proper.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California's False Advertising Law)**

20 91. Plaintiffs incorporates by reference each allegation set forth in preceding  
21 paragraphs as if fully stated herein.

22 92. Defendants' acts and practices, as described herein, have deceived and/or are  
23 likely to continue to deceive Class Members and the public. As described above, and throughout  
24 this Complaint, Defendants misrepresented the L. Products as natural, organic, and safe for use,  
25 when in fact, the Products are none of these things.

26 93. By their actions, Defendants disseminated uniform advertising regarding their  
27 Products to and across California. The advertising was, by its very nature, unfair, deceptive,  
28 untrue, and misleading within the meaning of Cal. Bus. & Prof. Code § 17500, et seq. Such  
advertisements were intended to and likely did deceive the consuming public for the reasons  
detailed herein.

94. The above-described false, misleading, and deceptive advertising Defendants

1 disseminated continue to have a likelihood to deceive in that Defendants failed to disclose that  
2 the L. Products contain synthetic, non-organic substances, as well as harmful ingredients that  
3 pose a significant risk to the health and well-being of Plaintiffs and the Class Members.

4 95. Defendants continue to misrepresent to consumers that the Products are natural,  
5 organic, and safe for use, when in reality, that is not the case.

6 96. In making and disseminating these statements, Defendants knew, or should have  
7 known, their advertisements were untrue and misleading in violation of California law. Plaintiffs  
8 and other Class Members based their purchasing decisions on Defendants' misrepresentation and  
9 omission of material facts. In fact, the revenue attributable to the L. Products sold in those false  
10 and misleading advertisements likely amounts to tens of millions of dollars.

11 97. Plaintiffs and Class Members were injured in fact, and not only lost money and  
12 property as a result, but also suffered physical injuries for which they had to seek medical  
13 treatment for.

14 98. The misrepresentations and non-disclosures by Defendants of the material facts  
15 described and detailed herein constitute false and misleading advertising and, therefore, constitute  
16 a violation of Cal. Bus. & Prof. Code § 17500, et seq.

17 99. As a result of Defendants' wrongful conduct, Plaintiffs and Class Members lost  
18 money in an amount to be proven at trial. Plaintiff and Class Members are therefore entitled to  
19 restitution as appropriate for this cause of action.

20 100. Plaintiffs and Class Members seek all monetary and non-monetary relief allowed  
21 by law, including restitution of all profits stemming from Defendants' unfair, unlawful, and  
22 fraudulent business practices, declaratory relief, reasonable attorneys' fees and costs under  
23 California Code of Civil Procedure § 1021.5, injunctive relief, and other appropriate equitable  
24 relief.

25 **FIFTH CAUSE OF ACTION**

26 **(Negligent Misrepresentation)**

27 101. Plaintiffs reallege and incorporate here by reference each of the foregoing  
28 paragraphs, and further allege as follows.

102. At all relevant times, Defendants designed, manufactured, packaged,

1 labeled, marketed, advertised, promoted, supplied, distributed, sold and/or otherwise placed L.  
2 Products into the stream of commerce, and therefore owed a duty of reasonable care to avoid  
3 causing harm to those that used these products, such as Plaintiffs.

4 103. Defendants were negligent, reckless, and careless and owed a duty to Plaintiffs to  
5 make accurate and truthful representations regarding these products, including pads, tampons and  
6 liners, but Defendants breached their duty, thereby causing Plaintiffs to suffer harm.

7 104. Defendants represented to Plaintiffs via advertising, their websites, packaging,  
8 promotions, as well as by other means, that the L. Products were safe, organic and free of toxic  
9 ingredients, when in fact, these products contained unsafe ingredients.

10 105. Additionally, Defendants represented to Plaintiffs that L. Products were “100%  
11 Organic”, safe for their intended use, and made of completely safe ingredients, when in fact,  
12 Defendants knew or should have known that their products were not safe for their intended  
13 purpose and should not have been used by consumers. Defendants intended for Plaintiffs to rely  
14 on these representations and each of these misrepresentations were material at the time they were  
15 made. In particular, each of the misrepresentations concerned material facts that were essential to  
16 the analysis undertaken by Plaintiffs as to whether they should purchase or use these products.

17 106. Defendants knew or should have known that their representations were false and  
18 were negligently made without regard for their truth.

19 107. Plaintiffs reasonably placed their trust and reliance in Defendants’ representations  
20 that L. Products were as advertised, and were harmed as described herein. Plaintiffs’ reliance on  
21 Defendants’ representation was a substantial factor in causing Plaintiffs’ harms.

22 108. Furthermore, Defendants’ acts and omissions as described herein were committed  
23 in reckless disregard of Plaintiffs’ rights, interests, and well-being to enrich Defendants.  
24 Defendants have yet to correct these misrepresentations about their products.

25 109. Plaintiffs and the members of the class were injured as a direct and proximate  
26 result of Defendants’ negligent misrepresentations regarding their products, as described herein.  
27  
28

**SIXTH CAUSE OF ACTION**

**(Violation of *Business and Professions Code* sections 17200, *et seq.*)**

110. Plaintiffs reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

111. Plaintiffs, pursuant to *Business and Professions Code* section 17204, bring this cause of action on behalf of themselves and as a private attorneys general.

112. *Business and Professions Code* section 17200, *et seq.*, also known as the Unfair Competition Law, defines “unfair business competition” to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. The Unfair Competition Law imposes strict liability. Plaintiffs need not prove that Defendants intentionally or negligently engaged in unlawful, unfair or fraudulent business practices – but only that such practices occurred.

**“Unlawful” Prong**

113. A business act or practice is “unlawful” under the UCL if it violates any other law or regulation.

114. As detailed in Plaintiffs’ Cause of Action below, the Consumer Legal Remedies Act, California *Civil Code* sections 1750 - 1784, prohibits a business from engaging in sales practices that are deceptive or misrepresentations when offering goods and services to the general public.

115. Defendants’ unlawful business practices are ongoing, and unless enjoined under *Business & Professions Code* section 17203, and/or under section 17535, are likely to continue to deceive other members of the general public at the expense of Defendants’ competitors.

116. Defendants violated Cal. Bus. & Prof. Code sections 17200, *et seq.* by engaging in unlawful, unfair, or fraudulent business acts or practices and unfair, deceptive, untrue, or misleading advertising, including:

- 1 a. Knowingly formulating, manufacturing, advertising, and selling products
- 2 touted as organic and safe for use when, in reality, these products actually contain
- 3 toxins and material which are injurious to their users;
- 4 b. Misrepresenting material information to consumers regarding Defendants’
- 5 products and it being 100% organic;
- 6 c. Concealing material information from consumers by making various statements
- 7 that these products were safe, natural and organic;
- 8 d. Using uniform, deceptive business practices, such as telling consumers via their
- 9 websites that these products are safe to use and have undergone thorough testing,
- 10 without transparently disclosing Defendants’ testing standards and ultimate
- 11 results.

12 ***“Unfair” Prong***

13 117. A business act or practice is “unfair” under the UCL if it offends an established  
14 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to  
15 consumers, and that unfairness is determined by weighing the reasons, justifications and motives  
16 of the practice against the gravity of the harm to the alleged victims.

17 118. Defendants’ business practices are unfair under the UCL because Defendants have  
18 acted in a manner that is immoral, unethical, oppressive, unscrupulous and/or substantially  
19 injurious to Plaintiffs and the Class Members. These business practices include failing to inform  
20 its customers about the true nature of the ingredients of these L. Products, and engaging in a  
21 pattern or practice of concealing those facts and urging their customers to purchase more of their  
22 products based on the false belief that they are safe to use and are made of organic material,  
23 thereby depriving consumers of sufficient information to make an informed decision when  
24 purchasing such products. Further, the impact of the practice against Plaintiffs and the Class  
25 Members far outweighs any possible justification or motive on the part of Defendants. The impact  
26 on Plaintiffs and the Class Members has been described. Defendants can have no possible  
27 justification for engaging in immoral, unethical and substantially injurious act of overcharging  
28 Plaintiffs and the Class Members through a misleading and deceptive conduct – selling products

1 that contain toxins, and therefore putting consumers at risk for severe health problems.  
2 Furthermore, Plaintiffs and the Class Members could not have reasonably avoided this injury  
3 because they relied on Defendants' advertising as to the quality and characteristics of the products  
4 being sold, as all consumers who rely on the verity of product advertising must do. Defendants'  
5 false advertising is also violative of public policy, as expressed in the CLRA.

6 119. Specifically, Plaintiffs paid hefty prices for Defendant's products, including  
7 tampons, pads and liners, believing that they were the most safe and healthy options for their  
8 bodies. Defendants have refused to admit that their products are indeed dangerous, and they  
9 continue to market and sell their products in California. Defendants have engaged in this conduct  
10 at the expense of their customers' rights as they could have easily informed their customers about  
11 the actual contents of their products, but did not do so.

12 120. The harm to Plaintiffs and Class members outweighs the utility of Defendants'  
13 practices. There were reasonably available alternatives to further Defendants' legitimate business  
14 interests other than the misleading and deceptive conduct described herein.

15  
16 ***"Fraudulent" Prong***

17 121. A business act or practice is "fraudulent" under the UCL if it is likely to  
18 deceive members of the consuming public.

19 122. Defendants' acts and practices alleged above constitute fraudulent business  
20 acts or practices as they have deceived Plaintiffs into purchasing and using certain feminine  
21 products which contain toxic ingredients which may have a negative effect on one's health, and  
22 are highly likely to deceive and have deceived members of the consuming public.

23 123. Defendants' business practices, as alleged herein, also constitute fraudulent  
24 conduct because Defendants did not deliver the products they advertised. Defendants'  
25 representations and omissions in California were material because they were likely to deceive  
26 reasonable consumers.

27 124. Plaintiffs and Class Members did not know that the L. Products they purchased  
28

1 and used contained toxic ingredients. Accordingly, Defendants should not have omitted and/or  
2 misrepresented the facts surrounding the true contents of their products.

3 125. Defendants omitted and misrepresented material information pertaining to  
4 their products' true contents to defraud Plaintiffs by, among other things, convincing Plaintiffs  
5 and Class Members to purchase more of its products, and to otherwise ensure that Plaintiffs and  
6 Class Members would not discover Defendants' underlying fraud regarding its omissions and  
7 misrepresentations regarding L. Products. As a result, Defendants violated Cal. Penal Code § 502.

8 126. Defendants' fraud led to consumers paying for products that they would  
9 not have paid for if they knew the truth about the fact that these products contained toxic  
10 ingredients.

11 127. As a direct and proximate result of Defendants' unfair, unlawful, and  
12 fraudulent acts and practices, Plaintiffs and Class Members were injured and lost money. They  
13 did not receive the benefit of the bargain in purchasing the L. Products, and they spent their own  
14 time and money dealing with purchasing safer alternatives. Additionally, Plaintiffs were harmed  
15 by using these products containing toxic ingredients and other undesirable toxins and  
16 contaminants and had to seek medical treatment as a result.

17 128. Defendants acted intentionally, knowingly, and maliciously in violation of  
18 California's Unfair Competition Law.

19 129. Plaintiffs and Class Members seek all monetary and non-monetary relief  
20 allowed by law, including restitution of all profits stemming from Defendants' unfair, unlawful,  
21 and fraudulent business practices, declaratory relief, reasonable attorneys' fees and costs under  
22 California Code of Civil Procedure § 1021.5, injunctive relief, and other appropriate equitable  
23 relief.  
24

25 130. In prosecuting this action for the enforcement of important rights affecting  
26 the public interest, Plaintiffs also seek, in addition to damages, restitution and other equitable  
27 relief, to recover attorney fees under (i) section 1021.5 of the *Code of Civil Procedure*, and/or (ii)  
28



1 the “common fund” doctrine available to prevailing Plaintiffs who confer a benefit on the general  
2 public.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Consumer Legal Remedies Act)**

5 131. Plaintiffs reallege and incorporate here by reference each of the foregoing  
6 paragraphs, and further allege as follows.

7 132. Defendants are “persons” as defined by *Civil Code* section 1761(c).

8 133. Plaintiffs and each member of the Class are “consumers” within the meaning  
9 of *Civil Code* section 1761(d).

10 134. The Consumers Legal Remedies Act applies to Defendants’ conduct  
11 because it extends to transactions that are intended to or result in the sale or lease of goods or  
12 services to consumers. In accordance with the liberal application and construction of the CLRA,  
13 application of the CLRA to all class members is appropriate, given that Defendants’ conduct as  
14 described herein originated from California, and consumers purchased or used the involved L.  
15 Products in California.  
16

17 135. Defendants violated and continue to violate the CLRA by engaging in the  
18 following practices prescribed by *Civil Code* section 1770(a) in transactions with the members of  
19 the Class which were intended to result in, and did result in, the sale of products to Plaintiffs and  
20 the Class Members in violation of *Civil Code* section 1770, including: a) representing that goods  
21 or services have characteristics and uses that they do not have; b) representing that goods or  
22 services are of a particular standard, quality, or grade when they are not; c) advertising goods or  
23 services with intent not to sell them as advertised; and d) representing that the subject of a  
24 transaction has been supplied in accordance with a previous representation when it has not.  
25

26 136. Defendants’ representations and omissions were material because they were  
27 likely to deceive reasonable consumers.

28 137. Had Defendants disclosed to Plaintiffs and Class Members that its products

1 contained toxins and material which are injurious to them, Plaintiffs and the Class Members  
2 would have made different purchasing decisions.

3 138. Had Defendants disclosed the truth, they would have been unable to  
4 continue in the same course of business. As such, Defendants represented that its feminine  
5 products were organic, safe and free of toxic ingredients. Plaintiffs and the Class Members acted  
6 reasonably in relying on Defendants' misrepresentations and omissions, the truth of which they  
7 could not have discovered.

8 139. As a direct and proximate result of Defendants' violations of California Civil Code  
9 § 1770, Plaintiffs and Class Members have suffered and will continue to suffer injury,  
10 ascertainable losses of money or property, and monetary and non-monetary damages. Such  
11 monetary and non-monetary damages have arisen from not receiving the benefit of the bargain in  
12 purchasing Defendants' L. Products, increased time and expense in having to purchase safer  
13 alternatives and having to seek medical attention as a result of the adverse effects that these  
14 products have had on Plaintiffs' health.

15 140. Pursuant to *Civil Code* section 1782(d), the Class seeks a court order enjoining the  
16 above-described wrongful acts and practices of Defendants.

17 141. Pursuant to *Civil Code* section 1782, Plaintiffs notified Defendants in writing by  
18 certified mail of the particular violations of Civil Code section 1770 and the other violations as  
19 alleged herein and demanded that Defendants rectify the problems associated with the actions  
20 detailed above and give notice to all affected consumers of its intent to so act.

21 **EIGHTH CAUSE OF ACTION**

22 **(Quasi-Contract/Unjust Enrichment)**

23 142. Plaintiffs reallege and incorporate here by reference each of the foregoing  
24 paragraphs, and further allege as follows.

25 143. Plaintiffs and Class Members were enticed to purchase Defendants' feminine  
26 products, which were not as Defendants represented them to be.  
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1           144. Had Plaintiffs and the Class known of the fact that these L. Products contained  
2 toxic ingredients, they would not have purchased Defendants’ products, but would rather  
3 purchase feminine products, such as tampons, pads and liners, manufactured by one of  
4 Defendants’ competitors.

5           145. Accordingly, Plaintiffs and Class Members were damaged, and Defendants were  
6 unjustly enriched, given that they defrauded Plaintiffs into purchasing said L. Products by not  
7 disclosing the fact that these products contained toxic material, and were not as organic and safe  
8 as stated on their packaging.

9           146. Furthermore, Defendants’ conduct was willful, intentionally deceptive, and  
10 intended to cause economic injury to Plaintiffs and the Class. Defendants are therefore liable to  
11 pay punitive damages.

12           147. Plaintiffs and Class Members are entitled to damages in the amount Defendants  
13 were unjustly enriched, to be determined at trial.

14   **PRAYER FOR RELIEF**

15           148. Plaintiffs MIKKESHA MANNINGS and MAUREEN ABERNATHY, and on  
16 behalf of all others similarly situated pray for relief and judgment against Defendants as follows:  
17

18                     (a) An order certifying the Class and designating MIKKESHA MANNINGS,  
19 MAUREEN ABERNATHY, LE VASIA JORDAN, and NATALIE MASUD as Class  
20 Representatives and their counsel as Class Counsel;

21                     (b) Awarding Plaintiffs and the proposed Class members actual or  
22 compensatory damages according to proof;

23                     (c) Awarding restitution and disgorgement of all profits and unjust enrichment  
24 that Defendants obtained from Plaintiffs and the Class members as a result of their  
25 unlawful, unfair and fraudulent business practices described herein;

26                     (d) Awarding declaratory and injunctive relief as permitting by law or  
27  
28

1 equity to individual Plaintiffs, including enjoining Defendants from continuing the  
2 unlawful practices set forth herein, and directing Defendants to identify, with Court  
3 supervision, victims of their misconduct and pay them all money they are required to pay;

4 (e) Exemplary and punitive damages sufficient to punish and deter the  
5 Defendants and others from future wrongful practices;

6 (f) Pre-judgment and post-judgment interest;

7 (g) Awarding attorneys’ fees and costs; and

8 (h) Providing such further relief as may be just and proper.  
9

10  
11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs demand trial by jury of all issues raised in this Complaint.  
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14

15 DATED: December 15, 2023

**BEVERLY HILLS TRIAL ATTORNEYS, P.C.**

17 /s/ Azar Mouzari  
18 Azar Mouzari, Esq.  
19 Nilofar Nouri, Esq.  
20 Attorneys for Plaintiffs  
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