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11
12 **UNITED STATES DISTRICT COURT**
13
14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 PAIGE VASSEUR, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 JOHNSON & JOHNSON
20 CONSUMER, INC., a New Jersey
21 Corporation, and KENVUE INC., a
22 Delaware Corporation,

23 Defendants.

Civil Action

No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Paige Vasseur (“Plaintiff”), through her undersigned attorneys,
2 brings this Class Action Complaint against Defendants Johnson & Johnson
3 Consumer, Inc. and Kenvue Inc. (“Defendants”), individually and on behalf of all
4 others similarly situated, and complains and alleges upon personal knowledge as to
5 herself and her own acts and experiences and, as to all other matters, upon
6 information and belief, including investigation conducted by her attorneys:

7 **NATURE OF THE ACTION**

8 1. This action seeks to remedy Defendants’ deceptive and misleading
9 business practices with respect to the marketing and sale of the Listerine Cool Mint
10 Antiseptic Mouthwash (“the Product”) in the state of California and throughout the
11 country.

12 2. Specifically, Defendants market and sell the Product without warning
13 consumers that regular use of the Product causes the proliferation of certain bacteria,
14 including but not limited to *Streptococcus anginosus* (*S. anginosus*) and
15 *Fusobacterium nucleatum* (*F. nucleatum*), each of which can cause severe invasive
16 infections and have been closely associated with multiple potentially deadly cancers,
17 including oral cancer, head & neck cancer, colorectal cancer, pancreatic cancer,
18 esophageal cancer, gastro-intestinal cancer, and breast cancer.

19 3. Listerine is a bactericidal mouthwash widely used to prevent oral health
20 problems such as dental plaque and gingivitis.

21 4. Defendants market and label the Product as having the ability to “kill
22 99% of germs that cause bad breath, plaque & gingivitis” and providing “a fresher
23 and cleaner mouth than brushing alone.”
24
25
26
27
28



5. Defendant Kenvue Inc.'s website specifically directs consumers to use the product twice per day for 30 seconds.¹

6. Defendants provide a warning that the Product is not to be used by children under 12 years of age and that consumers should seek medical help if they swallow more than a minimum amount of the product:

LISTERINE®

COOL MINT DRUG FACTS

WARNINGS
Do not use in children under 12 years of age. Ask a dentist if symptoms persist, new symptoms appear, or conditions worsen after regular use. **Keep out of reach of children.** If more than used for rinsing is accidentally swallowed, get medical help or contact a Poison Control Center right away.

USES
Helps prevent and reduce plaque & gingivitis.

DIRECTIONS
Adults and children 12 years of age and older. Rinse full strength for 30 seconds with 20 mL (2/3 fluid ounce or 4 teaspoonfuls) morning and night. Do not swallow.

OTHER INFORMATION
This rinse is not intended to replace brushing or flossing. Store at room temperature. Cold weather may cloud this product. Its antiseptic properties are not affected.

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¹ <https://www.listerine.com/mouthwash/antiseptic/listerine-cool-mint-mouthwash>

1 7. Unfortunately for consumers, swallowing the Product is not the only
2 danger associated with its use. As set forth in greater detail below, the Product, when
3 used regularly and as intended, results in the proliferation of bacteria associated with
4 several dangerous cancers.

5 8. Defendants did not disclose the harmful nature of the Product in any of
6 their labeling, advertising, or marketing. Nowhere on the Product's warning label,
7 or elsewhere, do Defendants disclose to consumers that the Product can increase the
8 risk of dangerous cancers.

9 9. Consumers, including Plaintiff, trust manufacturers like Defendants to
10 sell products that are safe and free from harmful side effects, including the
11 proliferation of bacteria closely linked to various cancers.

12 10. Defendants specifically manufacture, sell, and distribute the Product in
13 this manner using a marketing and advertising campaign centered around claims that
14 appeal to health-conscious consumers.

15 11. For example, Defendants' marketing and advertising campaign
16 includes the one place that every consumer looks when purchasing a product – the
17 packaging and labels themselves. Consumers expect the warnings label on the
18 packaging to accurately disclose the health risks associated with a product.

19 12. Unfortunately for consumers, Defendants' advertising and marketing
20 campaign is false, deceptive, and misleading because nowhere on the Product's
21 packaging or labeling do Defendants disclose that the Product leads to the
22 proliferation of cancer-causing bacteria.

23 13. Plaintiff and Class Members relied on Defendants' representations and
24 omissions about the Product's health hazards when they purchased them.

25 14. Consequently, Plaintiff and Class Members lost the entire benefit of
26 their bargain when what they received was a mouthwash product that causes the
27 proliferation of cancer-causing bacteria.

28 15. That is because Defendants' Product, which poses a serious health risk

1 to consumers, has no value.

2 16. As set forth below, mouthwash products, such as Defendants' Product,
3 that cause the proliferation of cancer-causing bacteria are in no way safe for humans
4 and are entirely worthless.

5 17. Alternatively, Plaintiff would have never paid a premium for a
6 mouthwash Product that was known to cause the proliferation of cancer-causing
7 bacteria, and thus Plaintiff overpaid for the Product based on Defendants'
8 representations and omissions.

9 18. Defendants' conduct violated and continues to violate, *inter alia*,
10 California's Unfair Competition Law § 17200 *et seq.*, California's False Advertising
11 Law § 17500, and California's Consumer Legal Remedies Act § 1750 *et seq.*
12 Defendants breached and continue to breach their implied warranties regarding the
13 Product. Defendants have been and continue to be unjustly enriched. Accordingly,
14 Plaintiff brings this action against Defendants to remedy these egregious business
15 practices on behalf of herself and Class Members who purchased the Product during
16 the applicable statute of limitations period (the "Class Period").

17 **PARTIES**

18 **Plaintiff**

19 19. Plaintiff Paige Vasseur is an individual consumer who, at all times
20 material hereto, has been a citizen of California State. Plaintiff most recently
21 purchased the Product on or around February 2024, and has purchased the Product
22 since approximately 2019. Prior to purchasing the Product, Plaintiff read
23 Defendants' Product marketing and labeling. Defendants' website and the Product
24 labeling and packaging for the Product Plaintiff purchased failed to disclose that the
25 Product causes the proliferation of cancer-causing bacteria when used regularly as
26 instructed by Defendants.

27 20. Had Defendants not made the false, misleading, and deceptive
28 representations and omissions regarding the Product's safety and health risks,

1 Plaintiff would not have been willing to purchase the Product. Plaintiff purchased,
2 purchased more of, and/or paid more for, the Product than she would have had she
3 known the truth about the Product. The Product that Plaintiff received was worthless
4 because it has been shown to result in the proliferation of cancer-causing bacteria.

5 21. Alternatively, Plaintiff paid a premium that she would have never paid
6 had she known the Product could cause the proliferation of cancer-causing bacteria.

7 22. Accordingly, Plaintiff was injured in fact and lost money as a result of
8 Defendants' improper conduct.

9 **Defendant**

10 23. Defendant Johnson & Johnson Consumer, Inc. is a New Jersey based
11 corporation with its principal place of business at 199 Grandview Rd, Skillman, NJ.
12 Defendant Johnson & Johnson Consumer, Inc. owned, manufactured, and
13 distributed the Products until February 2022, when it spun off its Consumer
14 Healthcare division into a separate company, Kenvue Inc.

15 24. Defendant Kenvue Inc. is a Delaware based corporation with its
16 principal place of business at 199 Grandview Rd., Skillman, NJ. Defendant Kenvue
17 Inc. owned, manufactured, and distributed the Products after February 2022.

18 25. During the Class Period, Defendants have manufactured, marketed,
19 advertised, and distributed the Product throughout the United States. Defendants
20 created and/or authorized the false, misleading, and deceptive advertisements,
21 packaging, and labeling for the Product.

22 **JURISDICTION AND VENUE**

23 26. This Court has original jurisdiction over this controversy pursuant to 28
24 U.S.C. § 1332(d). The amount in controversy in this class action exceeds
25 \$5,000,000, exclusive of interest and costs, there are more than 100 Class members,
26 and Plaintiff is a citizen of the state of California, and Defendants are citizens of
27 New Jersey.

28 27. This Court has personal jurisdiction over Defendants in this matter

1 because Defendants conduct (or conducted) and transact business in the state of
 2 California, contract to supply goods within the state of California, supply goods
 3 within the state of California, Defendants intentionally availed themselves of the
 4 laws and markets of California, and Defendants intentionally placed the Product into
 5 the stream of commerce directed at California.

6 28. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
 7 Plaintiff suffered injury as a result of Defendants' acts in this district, many of the
 8 acts and transactions giving rise to this action occurred in this District, Defendants
 9 transact or transacted business and/or have agents within this District and have
 10 intentionally availed themselves of the laws and markets within this district.

11 **FACTUAL ALLEGATIONS**

12 29. The oral rinse/mouthwash market is a fast-growing, competitive, and
 13 lucrative industry, with market size that was valued at USD 6.51 billion in 2021 and
 14 is expected to expand at a compound annual growth rate of 7.1% from 2022 to 2030.²
 15 The market is expected to reach USD 15.7 billion by 2022–2032. The increasing
 16 focus on oral health, rising consumer disposable income, and product innovations
 17 are driving market expansion.³

18 30. Oral rinse manufacturers, including Defendants, tout the health benefits
 19 of therapeutic mouthwash, including killing germs and reducing plaque and
 20 gingivitis.

21 31. Consumers lack the meaningful ability to test or independently
 22 ascertain or verify whether a product has dangerous side effects, especially at the
 23

24 ² <https://www.grandviewresearch.com/industry-analysis/oral-rinse-market-report#:~:text=The%20global%20oral%20rinse%20market,7.1%25%20from%202022%20to%202030.>

26 ³ <https://www.dentistrytoday.com/mouthwash-market-envisions-reaching-us-15-7-billion-by-2032/#:~:text=The%20global%20Mouthwash%20market%20is,innovations%20are%20driving%20market%20expansion.>

1 point of sale, and therefore must and do rely on Defendants to truthfully and honestly
2 report any health hazards associated with the Product on the Product's packaging or
3 labels.

4 32. While Defendants warn against the use of the Product by children and
5 against swallowing the Product, the Product's packaging does not warn that it can
6 cause the proliferation of certain bacteria associated with deadly cancers. This leads
7 reasonable consumers to believe the Product is safe to use as directed on a daily
8 basis.

9 33. If anything, Defendants' labeling suggests the opposite. Defendants
10 label the Product as having the ability to "kill 99% of germs that cause bad breath,
11 plaque & gingivitis." Germs are a broad category of microscopic living things that
12 can cause disease, including bacteria, viruses, fungi, and protozoa. Accordingly, by
13 stating that the Product contains ingredients which will "kill 99% of germs"
14 associated with common oral ailments, a reasonable consumer would understand
15 that it would eliminate most harmful bacteria in one's mouth. Unfortunately for
16 consumers, daily use of the Product, as recommended by Defendants, does the
17 opposite—it has been shown to cause the proliferation of *more* bacteria associated
18 with multiple deadly cancers.

19 34. A recent study found that after three months of normal use, Listerine
20 Cool Mint greatly affected the microbiome composition.⁴ Specifically, after the
21 three-month period, *F. nucleatum* and *S. anginosus* were found to be significantly
22 more abundant than at the measured baseline of patients.⁵

23 35. *Fusobacterium nucleatum* is a bacteria that is closely associated with
24 oral cancer, head & neck cancer, colorectal cancer, pancreatic cancer, esophageal
25

26 ⁴ The effect of daily usage of Listerine Cool Mint mouthwash on the
27 oropharyngeal microbiome: a substudy of the PReGo trial, National Library of
28 Medicine, <https://pubmed.ncbi.nlm.nih.gov/38833520/>.

⁵ *Id.*

cancer, and breast cancer.⁶ Studies have been conducted that closely link this particular bacteria with colorectal cancers, but also link oral concentration of this bacteria with prediction of colon cancer prognosis.⁷ Additionally, these bacteria have been shown to survive longer than other bacteria under acidic conditions, like those found in the gut, which suggests that they may travel from the mouth to the gut through the digestive tract.⁸ These articles, when taken together, implicate *F. nucleatum* with every stage of colon cancer and show that this bacteria both increases as prognosis worsens exacerbating cancer progression through influence of the microenvironment.

36. *S. anginosus* has been linked to gastro-intestinal cancer and in rare cases colorectal cancer.⁹ Additionally, both *S. anginosus* and *F. nucleatum* were

⁶ Fusobacterium nucleatum and cancer, National Library of Medicine, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9315032/>.

⁷ The Potential of Colonic Tumor Tissue Fusobacterium nucleatum to Predict Staging and Its Interplay with Oral Abundance in Colon Cancer Patients, National Library of Medicine, <https://pubmed.ncbi.nlm.nih.gov/33804585/>.

Fusobacterium nucleatum promotes colorectal cancer metastasis through miR-1322/CCL20 axis and M2 polarization, National Library of Medicine, <https://pubmed.ncbi.nlm.nih.gov/34632963/>.

Fusobacterium nucleatum-induced imbalance in microbiome-derived butyric acid levels promotes the occurrence and development of colorectal cancer, National Library of Medicine, <https://pubmed.ncbi.nlm.nih.gov/38681125/>.

⁸ Scientists Link a Single Type of Bacteria to Colorectal Cancer, National Cancer Institute, <https://www.cancer.gov/news-events/cancer-currents-blog/2024/colorectal-cancer-fna-c2-bacteria>.

⁹ Streptococcus anginosus promotes gastric inflammation, atrophy, and tumorigenesis in mice, Science Direct, <https://www.sciencedirect.com/science/article/pii/S0092867424000060>.

The Clinical View on Streptococcus anginosus Group – Opportunistic Pathogens Coming Out of Hiding, National Library of Medicine, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9309248/>.

Colorectal Cancer Associated with Streptococcus anginosus Bacteremia and Liver Abscesses, National Library of Medicine, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5216235/>.

1 found to be predominant in patients suffering from oral squamous cell carcinoma.¹⁰

2 37. Through the proliferation of these bacteria, oral dysbiosis occurs that
3 has downstream effects that are both understood and currently being studied.¹¹ The
4 general consensus in published literature is that the oral and gastrointestinal
5 microbiomes play a significant role in a variety of cancers that are established,
6 promoted, and protected by imbalances of bacteria.¹²

7 38. The Product's labels do not inform and/or warn the consumer that the
8 Product causes the proliferation of bacteria associated with various cancers. Instead,
9 these labels suggest that the Product would "kill 99%" of these types of germs
10 (which include harmful *F. nucleatum* and *S. anginosus* bacteria). Accordingly, the
11 Product's labeling misleads consumers, makes partial representations that are
12 misleading, and/or omits material information.

13 39. Defendants' false, misleading, and deceptive misrepresentations and
14 omissions regarding the ingredients of the Product are likely to continue to deceive
15 and mislead. Defendants' concealment was material and intentional because people
16 are concerned with the health effects of products that they are putting onto and into
17 their bodies. Indeed, consumers that use the Product do so to prevent oral disease
18 and kill harmful bacteria, not to increase such harmful bacteria's prevalence in their
19 mouth.

20 40. Defendants' concealment is doubly misleading because the fact
21 concealed relates to the proliferation of harmful bacteria, and Defendants make
22

23 ¹⁰ Salivary microbiome profiles of oral cancer patients analyzed before and after
24 treatment, National Library of Medicine,
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10403937/>.

25 ¹¹ Scientists Link a Single Type of Bacteria to Colorectal Cancer, National
26 Cancer Institute, [https://www.cancer.gov/news-events/cancer-currents-
blog/2024/colorectal-cancer-fna-c2-bacteria](https://www.cancer.gov/news-events/cancer-currents-blog/2024/colorectal-cancer-fna-c2-bacteria).

27 ¹² Gut dysbiosis: Ecological causes and causative effects on human disease,
28 National Library of Medicine,
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10722970/>.

1 affirmative statements clearly promising consumers that the Product will “kill 99%”
2 of bacteria.

3 41. Consumers such as Plaintiff and the Class Members are influenced by
4 labels and warnings on products, as well as the lack of such warnings. Defendants
5 knew that if they had not omitted that the Product causes the proliferation of cancer-
6 causing bacteria, and not misrepresented that the Product would kill such bacteria,
7 Plaintiff and the Class would not have purchased the Product at all or paid less for
8 it.

9 42. Defendants have not recalled the Product, and upon information and
10 belief, continue to omit any warning with respect to cancer-causing bacteria on the
11 Product’s labels.

12 43. Plaintiff brings claims under various state consumer and warranty
13 theories and is not seeking to enforce any federal statute or regulation; however,
14 much of the conduct giving rise to Plaintiff’s claims was likewise in violation of the
15 Federal Food, Drug, and Cosmetics Act, 21 U.S.C. § 301, et seq. (“FDCA”) and its
16 implementing regulations.

17 44. The Product is an over-the-counter drug regulated by the U.S. Food and
18 Drug Administration (“FDA”). It is therefore subject to the FDCA and its
19 implementing regulations. These include, *inter alia*, the FDCA’s provisions
20 regarding misbranded drugs, adulterated drugs, and nonprescription over-the-
21 counter (“OTC”) drugs that may be marketed without an approved drug application.
22 21 U.S.C. §§ 351, 352, 355h.

23 45. Under the FDCA and its implementing regulations, Defendants’
24 Product constitutes a misbranded drug, adulterated drug, and/or unapproved new
25 drug that does not meet the general requirements for nonprescription drugs to be
26 marketed without an approved application.

27 46. The manufacture of any misbranded or adulterated drug is prohibited
28 under federal law. 21 U.S.C § 331(g). And the introduction or delivery for

1 introduction into interstate commerce (or receipt thereof) of any misbranded or
2 adulterated drug is prohibited under federal law. 21 U.S.C. § 331(a), (c). Further,
3 the introduction or delivery for introduction into interstate commerce of a purported
4 nonprescription OTC drug that fails to meet the OTC drug requirements is prohibited
5 under federal law. 21 U.S.C §§ 355(a) and 331(d).

6 47. Defendants' Product is 'misbranded' under 21 U.S.C. § 352 and the
7 relevant regulations.

8 48. It is similarly misbranded under the applicable regulations, which state,
9 in part, that an OTC drug "is generally recognized as safe and effective and is not
10 misbranded if it meets each of the conditions contained in [21 C.F.R. §§ 330.1 –
11 330.15] and each of the conditions contained in any applicable monograph." 21
12 C.F.R. § 330.1. The general regulations also incorporate the statutory language,
13 providing that a drug is misbranded where it is not "labeled in compliance with
14 chapter V of the Federal Food, Drug, and Cosmetic Act[.]" 21 C.F.R. § 330.1(c)(1).

15 49. 21 U.S.C. § 352(a)(1) provides that a drug shall be deemed to be
16 misbranded under the FDCA if, *inter alia*, "its labeling is false or misleading in any
17 particular." Further, "[i]f an article is alleged to be misbranded because the
18 labeling...is misleading, then in determining whether the labeling...is misleading
19 there shall be taken into account (among other things) not only representations made
20 or suggested by statement [or] word,...but also the extent to which the
21 labeling...fails to reveal facts material in the light of such representations or material
22 with respect to consequences which may result from the use of the article...under
23 such conditions of use as are customary or usual." 21 U.S.C. § 321(n). Here,
24 Defendants have violated 21 U.S.C. § 352(a)(1) rendering the Product
25 "misbranded."

26 50. The Product's labeling (on the warning label or otherwise) fails to
27 reveal that use of the Product results in the proliferation of cancer-causing bacteria.
28 This absence of this disclosure conveys that it is not possible that the Product is

1 linked to cancer-causing bacteria, which recent research has proved demonstrably
2 false.

3 51. The omission that the Product's use causes the proliferation of cancer-
4 causing bacteria is a material fact for any consumer item, and especially so for a
5 product that is purchased for the purposes of promoting health, preventing disease,
6 and is to be used twice daily per Defendants' instructions. This omission is doubly
7 misleading because it pertains to the proliferation of harmful bacteria, and
8 Defendants' labeling makes affirmative statements promising consumers that the
9 Product will "kill 99%" of bacteria.

10 52. Defendants' omission also violates 21 CFR § 201.80(e), which requires
11 a manufacturer to revise its label "to include a warning as soon as there is reasonable
12 evidence of an association of a serious hazard with a drug", § 314.80(b) which
13 places the responsibility for post-marketing surveillance on the manufacturer, and
14 73 Fed.Reg. 49605 which mandates that "manufacturers continue to have a
15 responsibility under Federal law ... to maintain their labeling and update the labeling
16 with new safety information."

17 53. Accordingly, federal regulations not only allow, but require
18 manufacturers to provide additional warnings regarding health risks when they
19 become aware of such risks associated with their products.

20 54. Defendants tout the extensive clinical testing of the Product. Not only
21 for its effectiveness, but also for its safety. In particular, Defendants claim that
22 "Listerine® antiseptic is the most extensively tested OTC mouthwash" and that it
23 had been "examined in more than 50 clinical trials more than 30 of which lasted 6
24 months or longer."¹³ Defendants further tout the "proven safety and tolerability of
25 Listerine® in clinical studies" and represents that "as powerful as LISTERINE® is,
26 its safety is supported by fifteen 6-month studies conducted over a 20 year period in

27 ¹³ [https://www.listerineprofessional.ca/the-science-of-listerine/attack-](https://www.listerineprofessional.ca/the-science-of-listerine/attack-plaque/safety-and-efficacy)
28 [plaque/safety-and-efficacy](https://www.listerineprofessional.ca/the-science-of-listerine/attack-plaque/safety-and-efficacy)

1 3203 subjects.”¹⁴

2 55. Upon information and belief, based on Defendants’ extensive testing of
3 the safety and health consequences of the Product, Defendants are, or should
4 reasonably have been aware of, the potential harmful effects of bacteria that
5 proliferates with normal use of Listerine.

6 56. At minimum, Defendants became aware of the health risks of the
7 Product in June 2024 when, as set forth above, a scientific study finding that
8 Listerine causes the proliferation of cancer-causing bacteria Listerine was published,
9 and widely reported.

10 57. Moreover, despite federal regulations requiring Defendants to update
11 their labeling with known health risks, upon information and belief, Defendants have
12 not placed any warnings on the Product’s packaging regarding the proliferation of
13 cancer-causing bacteria.

14 58. Consumers rely on marketing and information in making purchasing
15 decisions. By marketing the Product as “kill[ing] 99%” of bacteria and by placing
16 that representation in a prominent location on the Product’s labeling throughout the
17 Class Period, Defendants acknowledge that this claim is material to consumers.
18 Nowhere on its labeling, marketing, or advertising of the Product do Defendants
19 disclose the harmful nature of the Product.

20 59. Defendants’ deceptive representations and omissions are material in
21 that a reasonable person would attach importance to such information and would be
22 induced to act upon such information in making purchase decisions.

23 60. Plaintiff and the Class Members reasonably relied to their detriment on
24 Defendants’ misleading representations and omissions.

25 61. Defendants’ false, misleading, and deceptive misrepresentations and
26 omissions are likely to continue to deceive and mislead reasonable consumers and
27

28 ¹⁴ *Id.*

1 the general public, as they have already deceived and misled Plaintiff and the Class
2 Members.

3 62. As an immediate, direct, and proximate result of Defendants' false,
4 misleading, and deceptive representations and omissions, Defendants injured
5 Plaintiff and the Class Members in that they:

- 6 a. Paid a sum of money for a Product that was not what Defendants
7 represented;
- 8 b. Paid a premium price for a Product that was not what Defendants
9 represented;
- 10 c. Were deprived of the benefit of the bargain because the Product they
11 purchased was different from what Defendants warranted; and
- 12 d. Were deprived of the benefit of the bargain because the Product they
13 purchased had less value than what Defendants represented.

14 63. Had Defendants not made the false, misleading, and deceptive
15 representations and omissions, Plaintiff and the Class Members would not have been
16 willing to pay the same amount for the Product they purchased and, consequently,
17 Plaintiff and the Class Members would not have been willing to purchase the
18 Product.

19 64. Plaintiff and the Class Members paid for a Product that was safe. Since
20 the Product poses serious health risks, the Product Plaintiff and the Class Members
21 received was worth less than the Product for which they paid.

22 65. Plaintiff and the Class Members all paid money for the Product;
23 however, Plaintiff and the Class Members did not obtain the full value of the
24 advertised Product due to Defendants' misrepresentations and omissions. Plaintiff
25 and the Class Members purchased, purchased more of, and/or paid more for, the
26 Product than they would have had they known the truth about the Product.
27 Consequently, Plaintiff and the Class Members have suffered injury in fact and lost
28 money as a result of Defendants' wrongful conduct.

1 66. Plaintiff and Class Members read and relied on Defendants' Product
2 labeling and purchased Defendants' Product based thereon. Had Plaintiff and Class
3 Members known the truth about the Product, i.e., that it results in the proliferation
4 of cancer-causing bacteria, they would not have been willing to purchase it at any
5 price, or, at minimum, would have paid less for the Product.

6 67. Defendants failed to disclose that the Product has been linked to an
7 increased risk of various cancers. If Defendants had disclosed to Plaintiff and
8 proposed Class Members the harmful nature of the Product, Plaintiff and Class
9 Members would not have purchased Defendants' Product or they would have paid
10 less for it.

11 68. At all relevant times, Defendants have marketed their Products in a
12 consistent and uniform manner. Defendants sell the Products in all 50 states on their
13 website and through various distributors and retailers across the United States.

14 **TOLLING AND ESTOPEL OF STATUTE OF LIMITATIONS**

15 69. Defendants have actual knowledge that their Product poses a risk of
16 harm to human health by causing the proliferation of cancer-causing bacteria.

17 70. Although Defendants were aware of the deception in their advertising,
18 marketing, packaging, and sale of the Product, they took no steps to disclose to
19 Plaintiff or Class Members that their Product causes the proliferation of cancer-
20 causing bacteria.

21 71. Despite their knowledge, Defendants have negligently misrepresented
22 the Product as having qualities and characteristics it does not, while concealing the
23 fact that their Product causes the proliferation of cancer-causing bacteria.

24 72. Defendants made, and continue to make, affirmative false statements
25 and misrepresentations to consumers, and continue to omit the fact that the Product
26 causes the proliferation of cancer-causing bacteria, to promote sales of their Product.

27 73. Defendants misrepresented, concealed, and otherwise omitted material
28 facts that would have been important to Plaintiff and Class Members in deciding

1 whether to purchase the Product. Defendants' misrepresentations and omissions
2 were known, and they intended to, and did, deceive reasonable consumers, including
3 Plaintiff and Class Members. Accordingly, Plaintiff and Class Members reasonably
4 relied upon Defendants' misrepresentations and concealment of these material facts
5 and suffered injury as a proximate result of that justifiable reliance.

6 74. The defects in the design and/or manufacture of Defendants' Product
7 were not reasonably detectible to Plaintiff and Class Members.

8 75. At all times, Defendants actively and intentionally misrepresented the
9 qualities and characteristics of the Product, while concealing that the Product causes
10 the proliferation of cancer-causing bacteria. Accordingly, Plaintiff's and Class
11 Members' lack of awareness was not attributable to a lack of diligence on their part.

12 76. Defendants' statements, words, and acts were made for the purpose of
13 deceiving the public and suppressing the truth that the Product causes the
14 proliferation of cancer-causing bacteria.

15 77. Defendants misrepresented the Product and concealed that it causes the
16 proliferation of cancer-causing bacteria for the purpose of delaying Plaintiff and
17 Class Members from filing a complaint on their causes of action.

18 78. As a result of Defendants' intentional misrepresentations and active
19 concealment of and/or failure to inform Plaintiff and Class Members that the Product
20 causes the proliferation of cancer-causing bacteria, any and all applicable statutes of
21 limitations otherwise applicable to the allegations herein have been tolled.
22 Furthermore, Defendants are estopped from relying on any statutes of limitations in
23 light of their intentional misrepresentations and active concealment.

24 79. Further, the causes of action alleged herein did not occur until Plaintiff
25 and Class Members discovered that the Product causes the proliferation of cancer-
26 causing bacteria. Plaintiff and Class Members had no realistic ability to discern that
27 the Product causes the proliferation of cancer-causing bacteria until they learned as
28 much from the study described herein. In either event, Plaintiff and Class Members

were hampered in their ability to discover their causes of action because of Defendants' active concealment of the true nature of the Product.

CLASS ALLEGATIONS

80. Plaintiff brings this matter on behalf of herself and those similarly situated. As detailed at length in this Complaint, Defendants orchestrated deceptive marketing and labeling practices. Defendants' customers were uniformly impacted by and exposed to this misconduct. Accordingly, this Complaint is uniquely situated for class-wide resolution, including injunctive relief. The Class is defined as:

All consumers who purchased the Product anywhere in the United States, for personal or household use, during the Class Period (the "Class").

Plaintiff also seeks certification, to the extent necessary or appropriate, of a subclass of:

All consumers who purchased the Product in the state of California, for personal or household use, during the Class Period (the "California Subclass").

81. The Class and California Subclass shall be referred to collectively throughout the Complaint as the Class.

82. The Class is properly brought and should be maintained as a class action under Rule 23(a), satisfying the class action prerequisites of numerosity, commonality, typicality, and adequacy because:

83. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers in the Class and the California Class who are Class Members as described above who have been damaged by Defendants' deceptive and misleading practices.

84. Commonality: The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

a. Whether Defendants are responsible for the conduct alleged herein

1 which was uniformly directed at all consumers who purchased the
2 Product;

3 b. Whether Defendants' misconduct set forth in this Complaint
4 demonstrates that Defendants have engaged in unfair, fraudulent, or
5 unlawful business practices with respect to the advertising, marketing,
6 and sale of their Product;

7 c. Whether Defendants made false and/or misleading statements or
8 omissions to the Class and the public concerning the contents of their
9 Product;

10 d. Whether Defendants' false and misleading statements or omissions
11 concerning their Product were likely to deceive the public;

12 e. Whether Defendants breached any implied warranties in marketing an
13 unsafe mouthwash;

14 f. Whether Plaintiff and the Class are entitled to money damages under
15 the same causes of action as the other Class Members?

16 85. Typicality: Plaintiff is a member of the Class. Plaintiff's claims are
17 typical of the claims of each Class Member in that every member of the Class was
18 susceptible to the same deceptive, misleading conduct and purchased Defendants'
19 Product. Plaintiff is entitled to relief under the same causes of action as the other
20 Class Members.

21 86. Adequacy: Plaintiff is an adequate Class representative because her
22 interests do not conflict with the interests of the Class Members she seeks to
23 represent, her consumer fraud claims are common to all members of the Class and
24 she has a strong interest in vindicating her rights, she has retained counsel competent
25 and experienced in complex class action litigation, and counsel intends to vigorously
26 prosecute this action.

27 87. Predominance: Pursuant to Rule 23(b)(3), the common issues of law
28 and fact identified above predominate over any other questions affecting only

1 individual members of the Class. The Class issues fully predominate over any
2 individual issue because no inquiry into individual conduct is necessary; all that is
3 required is a narrow focus on Defendants' deceptive and misleading marketing and
4 labeling practices.

5 88. Superiority: A class action is superior to the other available methods
6 for the fair and efficient adjudication of this controversy because:

- 7 a. The joinder of thousands of individual Class Members is impracticable,
8 cumbersome, unduly burdensome, and a waste of judicial and/or
9 litigation resources;
- 10 b. The individual claims of the Class Members may be relatively modest
11 compared with the expense of litigating the claims, thereby making it
12 impracticable, unduly burdensome, and expensive—if not totally
13 impossible—to justify individual actions;
- 14 c. When Defendants' liability has been adjudicated, all Class Members'
15 claims can be determined by the Court and administered efficiently in
16 a manner far less burdensome and expensive than if it were attempted
17 through filing, discovery, and trial of all individual cases;
- 18 d. This class action will promote orderly, efficient, expeditious, and
19 appropriate adjudication and administration of Class claims;
- 20 e. Plaintiff knows of no difficulty to be encountered in the management
21 of this action that would preclude its maintenance as a class action;
- 22 f. This class action will assure uniformity of decisions among Class
23 Members;
- 24 g. The Class is readily definable and prosecution of this action as a class
25 action will eliminate the possibility of repetitious litigation;
- 26 h. Class Members' interests in individually controlling the prosecution of
27 separate actions is outweighed by their interest in efficient resolution
28 by single class action; and

- i. It would be desirable to concentrate in this single venue the litigation of all class members who were induced by Defendants' uniform false advertising to purchase their Product.

89. Accordingly, this Class is properly brought and should be maintained as a class action under Rule 23(b)(3) because questions of law or fact common to Class Members predominate over any questions affecting only individual members, and because a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

CAUSES OF ACTION

COUNT I

Violations of California's Unfair Competition Law Cal. Bus. & Prof. Code § 17200 et seq. ("UCL") (On Behalf of Plaintiff and California Subclass)

90. Plaintiff realleges and incorporates by reference the allegations contained in the preceding paragraphs as though set forth fully herein.

91. Plaintiff brings this claim individually and on behalf of all members of the Class against Defendants.

92. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

93. Plaintiff, the Class members, Johnson & Johnson, and Kenvue Inc. are each a "person" under California Business Professions Code § 17201.

Fraudulent

94. Defendants made misrepresentations on the Product's label regarding the Product's ability to kill germs. Additionally, despite such representations, Defendants failed to disclose that the Product causes the proliferation of germs, including cancer-causing bacteria (or risk of proliferation of cancer-causing bacteria). Such misrepresentations and omissions are likely to deceive the public.

1 **Unlawful**

2 95. Defendants' failure to disclose that the Product causes the proliferation
3 of cancer-causing bacteria (or risk of proliferation of cancer-causing bacteria)
4 violates at least the following laws:

- 5 a. The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et seq.;
- 6 b. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.;
- 7 d. The California Sherman Food, Drug, and Cosmetic Law, Cal. Health &
8 Safety Code §§ 109875 et seq.

9 **Unfair**

10 96. Defendants committed unfair practices by selling the Products without
11 adequate warnings that the Product causes the proliferation of cancer-causing
12 bacteria, despite representation it can "kill" the vast majority of harmful germs.

13 97. Defendants' conduct with respect to the packaging and sale of the
14 Products was unfair because Defendants' conduct was immoral, unethical,
15 unscrupulous, or substantially injurious to consumers and the utility of Defendants'
16 conduct, if any, does not outweigh the gravity of the harm to their victims.

17 98. Defendants' conduct with respect to the packaging and sale of the
18 Products was and is also unfair because the consumer injury was substantial, not
19 outweighed by benefits to consumers or competition, and not one consumer
20 themselves could reasonably have avoided.

21 99. Defendants were obligated to disclose the conditions created by the
22 Product because:

- 23 a. Defendants had exclusive knowledge that the Product caused the
24 proliferation of cancer-causing bacteria that was not known or
25 reasonably accessible to Plaintiff and the Class and concealed such
26 information; and
- 27 b. Defendants made partial representations regarding the Product's germ-
28 killing properties without disclosing that it causes the proliferation of

1 harmful bacteria, which is material to reasonable consumers; and

2 c. the omitted information relates to an unreasonable safety hazard.

3 100. Plaintiff and the Class members relied upon the Product's packaging
4 provided to them by the Defendants when making their decisions. Had Plaintiff and
5 the Class members known Defendants failed to disclose that the Product causes the
6 proliferation of cancer-causing bacteria on the Product's packaging, they would not
7 have purchased the Product.

8 101. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order
9 enjoining Defendants from continuing to conduct business through unlawful, unfair,
10 and/or fraudulent acts and practices, and to commence a corrective advertising
11 campaign.

12 102. Defendants' conduct is ongoing and continuing, such that prospective
13 injunctive relief is necessary, especially given Plaintiff's desire to purchase the
14 Product in the future if she can be assured that the Product is safe for use and will
15 not cause the proliferation of cancer-causing bacteria.

16 103. As a direct and proximate result of Defendants' actions, as set forth
17 herein, Defendants have received moneys, including but not limited to money from
18 Plaintiff and California Subclass Members who paid for the Product, which was not
19 delivered as advertised.

20 104. Plaintiff and California Subclass Members seek restitution if monetary
21 damages are not available. Indeed, restitution under the UCL can be awarded in
22 situations where the entitlement to damages may prove difficult. But even if
23 damages were available, such relief would not be adequate to address the injury
24 suffered by Plaintiff and California Subclass Members. Unlike damages, the Court's
25 discretion in fashioning equitable relief is very broad. Thus, restitution would allow
26 recovery even when normal consideration associated with damages would not.

27 105. Plaintiff and California Subclass Members seek injunctive relief,
28 restitution, and disgorgement of any monies wrongfully acquired or retained by

Defendants and by means of their deceptive or misleading representations, including monies already obtained from Plaintiff and California Class Members as provided for by the California Business and Professions Code § 17200.

COUNT II
Violation of California's False Advertising Law
Cal. Bus. & Prof. Code § 17500 ("FAL")
(On Behalf of Plaintiff and the California Subclass)

106. Plaintiff realleges and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

107. Plaintiff brings this claim individually and on behalf of the members of the California Subclass against Defendants.

108. California's FAL prohibits any statement or omission in connection with the sale of good "which is untrue or misleading." Cal. Bus. & Prof. Code § 17500.

109. As set forth herein, Defendants made misleading statements and failed to disclose that the Product causes the proliferation of cancer-causing bacteria (or risk of proliferation of cancer-causing bacteria) is likely to deceive the public.

110. Defendants knew the Product caused the undisclosed proliferation of cancer-causing bacteria. Defendants were obligated to disclose the conditions created by the Product because:

a. Defendants had exclusive knowledge that the Product caused the proliferation of cancer-causing bacteria that was not known or reasonably accessible to Plaintiff and the Class and concealed such information; and

b. Defendants made partial representations regarding the Product's germ-killing properties without disclosing that it causes the proliferation of harmful bacteria, which is material to reasonable consumers; and

c. the omitted information relates to an unreasonable safety hazard.

111. Defendants knew or should have known that these misrepresentations

1 and omissions were misleading to reasonable consumers.

2 112. Had Defendants disclosed that the Product caused the proliferation of
3 cancer-causing bacteria (or risk of proliferation of cancer-causing bacteria) or made
4 consumers aware of their failure to disclose, Plaintiff and members of the Class
5 would not have purchased the Product.

6 113. Defendants' conduct is ongoing and continuing, such that prospective
7 injunctive relief is necessary, especially given Plaintiff's desire to purchase the
8 Product in the future if she can be assured that the Product does not cause the
9 proliferation of cancer-causing bacteria.

10 114. As a direct and proximate result of Defendants' actions, as set forth
11 herein, Defendants have received moneys, including but not limited to money from
12 Plaintiff and California Subclass Members who paid for the Product, which was not
13 delivered as advertised.

14 115. Plaintiff and California Subclass Members seek restitution if monetary
15 damages are not available. Indeed, restitution under the FAL can be awarded in
16 situations where the entitlement to damages may prove difficult. But even if
17 damages were available, such relief would not be adequate to address the injury
18 suffered by Plaintiff and California Subclass Members. Unlike damages, the Court's
19 discretion in fashioning equitable relief is very broad. Thus, restitution would allow
20 recovery even when normal consideration associated with damages would not.

21 116. Plaintiff and California Subclass Members seek injunctive relief,
22 restitution, and disgorgement of any monies wrongfully acquired or retained by
23 Defendants and by means of their deceptive or misleading representations, including
24 monies already obtained from Plaintiff and California Class Members as provided
25 for by the California Business and Professions Code § 17500.

COUNT III

**Violation of California’s Consumer Legal Remedies Act
Cal. Civ. Code § 1750 et seq. (“CLRA”)
(On Behalf of the California Subclass)**

117. Plaintiff realleges and incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

118. Plaintiff brings this claim individually and on behalf of the members of the California Subclass against Defendants.

119. Plaintiff, the Class members, and Defendants are each a “person” under the Legal Remedies Act, Cal. Civ. Code § 1761(c).

120. Plaintiff and Class members are “consumers” under the Legal Remedies Act, Cal. Civ. Code § 1761(d).

121. The Product is “goods” as that term is defined in the California Civil Code § 1761(a).

122. Defendants’ conduct alleged herein violates at least the following provisions of California’s Consumers Legal Remedies Act (the “CLRA”):

- a. California Civil Code § 1770(a)(5): representing that the Product has characteristics, uses, benefits, or quantities that they do not have;
- b. California Civil Code § 1770(a)(7): representing that the Product was of a particular standard, quality, or grade, when it was of another; and
- c. California Civil Code § 1770(a)(9): advertising the Product with intent not to sell them as advertised.

123. The omissions were material as reasonable consumers such as Plaintiff and the members of the Class would deem the proliferation of cancer-causing bacteria important in determining whether to purchase the Product.

124. Defendants were obligated to disclose that the Product causes proliferation of cancer-causing bacteria because:

- a. Defendants had exclusive knowledge that the Product caused the proliferation of cancer-causing bacteria that was not known or reasonably

1 accessible to Plaintiff and the Class and concealed such information; and

2 b. Defendants made partial representations regarding the Product's
3 germ-killing properties without disclosing that it causes the proliferation of
4 harmful bacteria, which is material to reasonable consumers; and

5 c. the omitted information relates to an unreasonable safety hazard.

6 125. As a direct and proximate result of these violations, Plaintiff and the
7 members of the Class have been harmed, and such harm will continue unless and
8 until Defendants are enjoined from using the misleading marketing described herein
9 in any manner in connection with the advertising and sale of the Products.

10 126. On September 3, 2024, counsel of Plaintiff and the Class members sent
11 Defendants written notice (via U.S. certified mail, return receipt requested) that their
12 Product is in violation of the CLRA.

13 127. Defendants failed to provide appropriate relief for their violations of
14 the CLRA § 1770(a)(5), (7), and (9) within thirty days of receipt of Plaintiff's
15 notification. In accordance, with CLRA § 1782(b), Plaintiff and the Class are
16 entitled, under CLRA § 1780, to recover and obtain the following relief for
17 Defendants' violations of CLRA § 1780(a)(5), (7), and (9): actual damages under
18 CLRA § 1780(a)(1); restitution of property under CLRA § 1780(a)(3); punitive
19 damages under CLRA § 1780(a)(4); any other relief the Court deems proper under
20 CLRA § 1780(a)(5).

21 128. Plaintiff seeks an award of attorneys' fees pursuant to, *inter alia*,
22 California Civil Code § 1780(c) and California Code of Civil Procedure § 1012.5.

23 **COUNT IV**
24 **UNJUST ENRICHMENT**

25 **(On Behalf of Plaintiff and All Class Members in the Alternative)**

26 129. Plaintiff repeats and realleges every allegation set forth in the foregoing
27 paragraphs as if fully set forth herein.
28

1 130. Plaintiff, on behalf of themselves and consumers nationwide, bring a
2 claim for unjust enrichment.

3 131. This count is plead in the alternative, insofar as Plaintiff does not have
4 an adequate remedy at law.

5 132. Regardless of whether the label contained a disclosure that the Product
6 causes the proliferation of cancer-causing bacteria or not, Defendants should have
7 never sold the Product (and was actually legally precluded therefrom) inasmuch as
8 the Product was unsafe.

9 133. As a result of Defendants' selling the Product, Defendants received a
10 benefit which was conferred upon it by Plaintiff and the Classes (and/or at their
11 expense), and it is unjust for Defendants to retain that benefit.

12 134. Further and/or in the alternative to the theory espoused in the preceding
13 two paragraphs, despite the serious risks of harm inherent in exposing consumers to
14 a Product that causes the proliferation of cancer-causing bacteria, Defendants have
15 not disclosed these risks, and in fact has actively obfuscated the dangers of the
16 Product by promising consumers the Product is safe.

17 135. Plaintiff and Class members would not have bought the Product if they
18 had known the Product caused the proliferation of cancer-causing bacteria.

19 136. As a result of Defendants' illegal, unfair, and/or deceptive marketing
20 and labeling of their Product, Defendants receive a benefit which was conferred
21 upon them by Plaintiff and the Classes (and/or at their expense), and it is unjust for
22 Defendants to retain that benefit.

23 137. Under the circumstances, it is against equity and good conscience to
24 permit Defendants to retain the ill-gotten benefits that it received from Plaintiff and
25 Class members.

26 138. Thus, it is unjust or inequitable for Defendants to retain the benefit
27 without restitution to Plaintiff and Class members.
28

COUNT V
FRAUDULENT CONCEALMENT/FRAUDULENT NONDISCLOSURE
(On Behalf of Plaintiff and All Class Members)

139. Plaintiff repeats and realleges the allegations set forth in the foregoing paragraphs as if fully set forth herein.

140. Defendants concealed and failed to disclose on the Product's packaging and labeling the material fact that the Product causes the proliferation of cancer-causing bacteria, and/or that the Product was not safe or healthy for use.

141. Defendants have knowledge that the Product caused the proliferation of cancer-causing bacteria, and that the Product was not safe or healthy for use.

142. Defendants have a duty to disclose that the Product caused the proliferation of cancer-causing bacteria, and that the Product was not safe or healthy for use.

143. Defendants had superior knowledge or means of knowledge available to them and knew that Plaintiff and Class Members would rely upon the representations and omissions of Defendants regarding health effects of their Product.

144. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product contains causes the proliferation of cancer-causing bacteria, especially at the point of sale.

145. Defendants' concealment was material and intentional because people are concerned with the health effects of the products that they are putting onto and into their bodies.

146. Consumers such as Plaintiff and the Class Members are influenced by warnings (or lack thereof) on the products they buy.

147. Defendants know that if they had not omitted that the Product caused the proliferation of cancer-causing bacteria, then Plaintiff and the Class would not have purchased the Product at all or paid a premium for it; however, Defendants wanted to increase sales and profits.

1 and marketed by Defendants by and through Defendants' authorized sellers for retail
2 sale to consumers, or were otherwise expected to be the third-party beneficiaries of
3 Defendants' contracts with authorized sellers, or eventual purchasers when bought
4 from a third party. Defendants knew or had reason to know of the specific use for
5 which the Products were purchased.

6 158. However, Defendants breached the implied warranty of
7 merchantability in that the Products do not comport with their label claims and are
8 not safe to use as a germ-killing mouthwash.

9 159. As an actual and proximate result of Defendants' conduct, Plaintiff and
10 the Class Members did not receive goods as impliedly warranted by Defendants to
11 be merchantable in that they did not conform to promises and affirmations made on
12 the container or label of the Products nor are they fit for their ordinary purpose of
13 providing the benefits as promised.

14 160. Plaintiff and the Class Members have sustained damages as a proximate
15 result of the foregoing breach of implied warranty in the amount of the Products'
16 purchase prices.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays that this case be certified and maintained as a
19 class action and for judgment to be entered against Defendants as follows:

- 20 A. Enter an order certifying the proposed Class (and subclasses, if
21 applicable), designating Plaintiff as the class representatives,
22 designating the undersigned as class counsel, and requiring Defendants
23 to bear the costs of class notice;
- 24 B. An order enjoining Defendants from selling the Product until the
25 Product no longer causes the proliferation of cancer-causing bacteria or
26 full disclosure of the result of same appears on all packaging;
- 27 C. An order requiring Defendants to engage in a corrective advertising
28 campaign and engage in any further necessary affirmative injunctive

1 relief, such as recalling the existing Product;

2 D. An order awarding declaratory relief, and any further retrospective or
3 prospective injunctive relief permitted by law or equity, including
4 enjoining Defendants from continuing the unlawful practices alleged
5 herein, and injunctive relief to remedy Defendants' past conduct;

6 E. An order requiring Defendants to pay restitution to restore all funds
7 acquired by means of any act or practice declared by this Court to be
8 an unlawful, unfair, or fraudulent business act or practice, untrue or
9 misleading advertising, or a violation of law, plus pre- and post-
10 judgement interest thereon;

11 F. An order requiring Defendants to disgorge or return all moneys,
12 revenues, and profits obtained by means of any wrongful or unlawful
13 act or practice;

14 G. An order requiring Defendants to pay all actual and statutory damages
15 permitted under the counts alleged herein, in an amount to be
16 determined by this Court, but at least \$5,000,000;

17 H. An order requiring Defendants to pay punitive damages on any count
18 so allowable;

19 I. An order awarding attorneys' fees and costs to Plaintiff and the Classes;
20 and

21 J. An order providing for all other such equitable relief as may be just and
22 proper.

23 **JURY DEMAND**

24 Plaintiff hereby demands a trial by jury on all issues so triable.
25
26
27
28

1 Dated: September 3, 2024

Respectfully Submitted,

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