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15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17 JOSEPH GREGORIO, PATRICK QUIROZ and  
18 ADAM COOPER, individually and on behalf of  
19 all others similarly situated,

20 Plaintiffs,

21 v.

22 THE CLOROX COMPANY,

23 Defendant.

24 Case No. 4:17-cv-03824-PJH

25 **FIRST AMENDED CLASS ACTION  
26 COMPLAINT**

27 **JURY TRIAL DEMANDED**

1 Plaintiffs Joseph Gregorio, Patrick Quiroz and Adam Cooper (“Plaintiffs”) bring this action  
2 on behalf of themselves and all others similarly situated against Defendant The Clorox Company  
3 (“Clorox” or “Defendant”) for making, marketing, and distributing the Green Works® products  
4 identified below. Plaintiffs make the following allegations pursuant to the investigation of their  
5 counsel and based upon information and belief, except as to the allegations specifically pertaining  
6 to themselves, which are based on personal knowledge.

### 7 NATURE OF ACTION

8 1. To capitalize on consumer demand for “natural” home cleaning products, The  
9 Clorox Company claims that the products in its Green Works® line (“Green Works® Products” or  
10 the “Products”) are “natural” and “naturally derived.” But the Products all contain synthetic and  
11 non-natural ingredients; they are neither “natural” nor “naturally derived.” Defendant is well-  
12 aware that its Green Works® Products contain synthetic and non-natural ingredients, but labels  
13 them as “natural” and “naturally derived” anyway because it knows that consumers are more likely  
14 to purchase products bearing those labeling statements and pay a price premium for them.

15 2. The Products that contain these false representations include the following:

- 16 • Green Works® Multi-Surface Cleaner
- 17 • Green Works® Multi-Surface Cleaner Lemon Scent
- 18 • Green Works® Bathroom Cleaner
- 19 • Green Works® Stain Remover & Bleach
- 20 • Green Works® Compostable Cleaning Wipes
- 21 • Green Works® Compostable Cleaning Wipes Water-Lily Scent
- 22 • Green Works® Dishwashing Liquid
- 23 • Green Works® Dishwashing Liquid Water-Lily Scent
- 24 • Green Works® Dishwashing Liquid Free & Clear Scent
- 25 • Green Works® Laundry Detergent Original
- 26 • Green Works® Laundry Detergent Free & Clear Scent
- 27 • Green Works® Toilet Bowl Cleaner

28 3. Plaintiffs bring claims against Defendant individually and on behalf of a class of all  
other similarly situated purchasers of Green Works® Products for (1) violation of California’s  
Consumers Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et. seq.*; (2) violation of  
California’s False Advertising Law (“FAL”), Business & Professions Code § 17500 *et seq.*; (3)  
violation of California’s Unfair Competition Law (“UCL”), California Business & Professions

1 Code §§ 17200, *et seq.*; (4) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et*  
2 *seq.*; (5) violation of New York’s General Business Law (“GBL”) § 349, Deceptive Acts and  
3 Practices; (6) violation of New York’s GBL § 350, False Advertising; (7) breach of express  
4 warranty; (8) breach of the implied warranty of merchantability; (9) unjust enrichment; (10)  
5 negligent misrepresentation; and (11) fraud.

#### 6 PARTIES

7 4. Plaintiff Joseph Gregorio is, and at all times relevant to this action has been, a  
8 resident of New York, New York. In approximately April of 2017, Mr. Gregorio purchased Green  
9 Works® Naturally Derived Dishwashing Liquid from a Duane Reade store located in New York,  
10 New York. While shopping, Mr. Gregorio was specifically interested in purchasing natural  
11 cleaning products. Mr. Gregorio purchased the Green Works® Product based on the claim on the  
12 Product’s label that it was “naturally derived.” He understood this to mean that he was purchasing  
13 a natural product that did not contain any synthetic or non-natural ingredients. Mr. Gregorio  
14 believed that Defendant’s “naturally derived” claims were true and relied on them in that he would  
15 not have purchased the Green Works® Product at all, or would have been only willing to pay a  
16 substantially reduced price for the Green Works® Product, had he known that the natural  
17 representations were false. Mr. Gregorio would purchase the Products in the future if Defendant  
18 changed the composition of the Products so that they conformed to their “natural” and “naturally  
19 derived” labeling.

20 5. Plaintiff Patrick Quiroz, is, and at all times relevant to this action has been, a  
21 resident of Orange County, California. In approximately March of 2017, Mr. Quiroz purchased  
22 Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived  
23 Laundry Detergent from a Target store located in Orange County, California. While shopping, Mr.  
24 Quiroz was specifically interested in purchasing natural cleaning products. Mr. Quiroz purchased  
25 the Green Works® Products based on the claims on the Products’ labels that the Products were  
26 “naturally derived.” He understood this to mean that he was purchasing natural products that did  
27 not contain any synthetic or non-natural ingredients. Mr. Quiroz believed that Defendant’s  
28 “naturally derived” claims were true and relied on them in that he would not have purchased the

1 Green Works® Products at all, or would have been only willing to pay a substantially reduced  
2 price for the Green Works® Products, had he known that the natural representations were false.  
3 Mr. Quiroz would purchase the Products in the future if Defendant changed the composition of the  
4 Products so that they conformed to their “natural” and “naturally derived” labeling.

5 6. Plaintiff Adam Cooper is an individual consumer who is, and at all times relevant to  
6 this action was, a citizen of San Francisco County, California. Plaintiff Cooper purchased Green  
7 Works® Compostable Cleaning Wipes in the “Original Fresh” scent from the Safeway store at 298  
8 King Street, San Francisco, California 94107 in January 2017. Plaintiff Cooper has a young child,  
9 and purchasing organic, all natural, or plant-based products is a priority for him. In deciding to  
10 purchase the Products, Plaintiff Cooper read and relied on Defendant’s false, misleading, and  
11 deceptive representations that those Products were “naturally derived.” He understood this to mean  
12 that he was purchasing a natural product that did not contain any synthetic or non-natural  
13 ingredients. Had Plaintiff Cooper known that the statements he relied on were false, misleading,  
14 deceptive, and unfair, he would have not purchased any Green Works products, or would not have  
15 paid the price he paid for the Products he purchased. Plaintiff Cooper would consider purchasing  
16 the Products again, if the Products were reformulated to conform with their labels, or if the labels  
17 were corrected and he could trust that they were correct.

18 7. Defendant The Clorox Company is a Delaware corporation with its principal place  
19 of business at 1221 Broadway, Oakland, California 94612. Defendant manufactures, markets, and  
20 distributes the Green Works® Products throughout the United States.

21 **JURISDICTION AND VENUE**

22 8. This Court has subject matter jurisdiction over this civil action pursuant to 28  
23 U.S.C. § 1331 (federal question). This Court has supplemental jurisdiction over state law claims  
24 pursuant to 28 U.S.C. § 1367.

25 9. This Court also has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
26 § 1332(d) because there are more than 100 class members and the aggregate amount in controversy  
27 exceeds \$5,000,000, exclusive of interest, fees, and costs, and at least one Class member is a  
28 citizen of a state different from Defendant.

1           10.     This Court has personal jurisdiction over Defendant because Defendant conducts  
2 substantial business within California such that Defendant has significant, continuous, and  
3 pervasive contacts with the State of California. Additionally, Defendant’s principal place of  
4 business is in this District.

5           11.     Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant  
6 does substantial business in this District, a substantial part of the events giving rise to Plaintiffs’  
7 claims took place within this District (*e.g.*, the research, development, design, and marketing of  
8 Green Works® Products), and Defendant’s principal place of business is in this District.

### 9   **COMMON FACTUAL ALLEGATIONS**

10           12.     Defendant’s labeling and advertising puts forth a straightforward, material message:  
11 Green Works® Products contain only ingredients that are naturally derived and natural. This core  
12 representation regarding the Products is false and misleading because the Products in fact contain  
13 ingredients that are synthetic and highly chemically processed.

14           13.     The Products are sold in a variety of outlets, including Target, Ace Hardware,  
15 Kroger, Publix, King Soopers, Rite Aid, Walmart, Duane Reade, and various other health food,  
16 grocery, and drug stores.

17           14.     The primary focus of Defendant’s Green Works® product line is the claim that the  
18 Products are “natural” and “natural derived” and that they are therefore better than non-natural and  
19 non-naturally derived products. Defendant plasters the Products’ label with claims related to the  
20 “natural” and “naturally derived” character of the Products. Defendant does so in an effort to  
21 capitalize on the growing market for natural products. Consumers are willing to pay a price  
22 premium for products labeled and advertised as natural.

23           15.     The packaging for the Products misrepresents that the Products are “naturally  
24 derived.” Clorox makes this claim on the front of the packaging of all of its Green Works®  
25 Products, which is additionally illustrated with green coloring, flowers, leaves, and the word  
26 “green” prominently featured in the name of the Products:  
27  
28



16. The back of the packaging of the Products likewise states that consumers can expect “powerful cleaning done naturally.”

**green works**

We believe that naturally derived cleaners should be accessible, effective and affordable for everyone. Our products combine powerful cleaning performance with naturally derived and plant-based ingredients. With Green Works® products, you can expect:

- ✦ *Powerful cleaning done naturally*
- ✦ *A cleaning experience without any harsh chemical fumes or residue*
- ✦ *Biodegradable cleaning ingredients\**
- ✦ *Products that are never tested on animals*

Green Works® naturally derived dishwashing liquid cuts through tough soils like greasy baked-on food, leaving nothing but a natural, streak-free shine. When you use Green Works® products, you get cleaners that really work.

**DIRECTIONS FOR USE:** Squeeze bottle once to dispense product. Add water. Do not use in automatic dishwashers. Please close the cap after each use.

1           17.     These representations are all false and highly misleading. Consumers understand  
2 the terms “natural” and “naturally derived” to mean “existing in nature and not made or caused by  
3 people; coming from nature” or “not having any extra substances or chemicals added; not  
4 containing anything artificial.” Under this definition, and the expectations of reasonable  
5 consumers, the Products cannot be considered “natural” or “naturally derived” because they  
6 contain ingredients that are synthetic, non-natural and highly chemically processed.

7           18.     Defendant’s Products contain the following non-exhaustive list of unnatural and/or  
8 synthetic ingredients:

- 9                   (a)     ***Boric Acid.*** A synthetic preservative often used as an antiseptic, insecticide,  
10 or flame retardant. It is known to cause kidney damage and/or failure,  
11 testicular atrophy and developmental defects including cardiovascular  
12 defects and skeletal variations. Substances and mixtures imported into the  
13 EU which contain Boric Acid are required to be labeled with the warnings  
14 “May damage fertility” and “May damage the unborn child.”
- 15                   (b)     ***Calcium Chloride.*** A chemical preservative used as a firming agent as well  
16 as for deicing and road surfacing. The FDA has held that products  
17 containing calcium chloride should not be labeled “natural.” It is known to  
18 cause gastrointestinal irritation, ulceration and hypercalcaemia.
- 19                   (c)     ***Citric Acid.*** This is synthetically produced by feeding simple carbohydrates  
20 to *Aspergillus niger* mold and then processing the resulting fermented  
21 compound. Calcium hydroxide and sulfuric acid are often used in  
22 processing. Citric acid is a synthetic substance, and is not natural or  
23 naturally derived.
- 24                   (d)     ***Dimethicone/Silica Antifoam.*** This is a synthetic silicon-based polymer  
25 used as a lubricant and conditioning agent. It is man-made in laboratories  
26 and suspected to be an environmental toxin.
- 27                   (e)     ***Fragrance.*** Many of the compounds in Fragrance are carcinogenic or  
28 otherwise toxic. Fragrance on a label can indicate the presence of 4,000

1 separate ingredients. Most or all of them are synthetic. Clinical observation  
2 by medical doctors have shown that exposure to fragrances can affect the  
3 central nervous system.

4 (f) ***Glycerin***. Glycerin is an emollient that, according to the FDA, is a synthetic  
5 substance. 7 C.F.R. 205.603(a)(12). The glycerin used in Defendant's  
6 Products is not "natural" but instead, upon information and belief, is  
7 manufactured through saponification, whereby fat molecules in vegetable oil  
8 are chemically altered using sodium hydroxide, a highly toxic chemical.

9 (g) ***Hydrogen Peroxide***. This synthetic ingredient is made by the electrolytic  
10 oxidation of sulfuric acid or a sulfate to persulfuric acid or a persulfuric acid  
11 salt with subsequent hydrolysis and distillation of the hydrogen peroxide  
12 formed; by decomposition of barium peroxide with sulfuric or phosphoric  
13 acid; by hydrogen reduction of 2-ethylanthraquinone, followed by oxidation  
14 with air, to regenerate the quinone and produce hydrogen peroxide; or by  
15 electrical discharge through a mixture of hydrogen, oxygen, and water  
16 vapor.

17 (h) ***Isopropanol***. This is a solvent and denaturant (poisonous substance that  
18 changes another substance's natural qualities). This petroleum-derived  
19 substance is also used in antifreeze and as a solvent in shellac.

20 (i) ***Lauryl Glucoside***. A synthetic surfactant or dispersant that is synthesized by  
21 reacting an alcohol or mixture of alcohols with a cyclic form of genetically  
22 modified glucose or glucose polymers.

23 (j) ***Liquitint® Blue HP Dye***. A man-made colorant manufactured by Milliken  
24 Chemical.

25 (k) ***Liquitint® Bright Yellow Dye***. A man-made colorant manufactured by  
26 Milliken Chemical.



- 1 (l) ***Methylisothiazolinone***. This is a powerful synthetic biocide and  
2 preservative within the group of isothiazolinones, which is used in a wide  
3 range of industrial applications.
- 4 (m) ***Octylisothiazolinone***. This is a synthetic biocide/disinfectant which is used  
5 as a preservative in polishes, paints, cleaners, adhesives, and metalworking  
6 fluids.
- 7 (n) ***Potassium Carbonate***. Recognized as a synthetic ingredient by 7 C.F.R. 3  
8 205.605(b).
- 9 (o) ***Potassium Citrate***. Synthetic substance prepared by reacting elemental  
10 potassium with citric acid.
- 11 (p) ***Sodium Gluconate***. Sodium gluconate is a preservative. Upon information  
12 and belief, the sodium gluconate used in Defendant's soap Products is  
13 derived from genetically modified corn. GMOs are not "natural" or  
14 "naturally derived," but synthetic, man-made organisms.
- 15 (q) ***Sodium Hydroxide***. Sodium hydroxide, commonly known as lye, is used to  
16 reduce the acidity of a product. Sodium hydroxide is not "natural" or  
17 "naturally derived," but instead is manufactured by breaking down saltwater  
18 into sodium, chlorine, hydrogen, and hydroxide ions through electrolysis,  
19 and then recombining the sodium and hydroxide ions to form sodium  
20 hydroxide.
- 21 (r) ***Sodium Lauryl Sulfate***. Sodium lauryl sulfate (SLS) is a highly chemically-  
22 processed surfactant, detergent, and emulsifier sourced from fatty acids that  
23 are extracted from coconut or palm oil, which are then chemically converted  
24 into esters and hydrogenated through the addition of chemicals to produce  
25 fatty alcohol. The fatty alcohol is then sulfated and neutralized through  
26 further chemical processing to yield the final ingredient. Sodium Lauryl  
27 Sulfate is a synthetic materials, and is neither "natural" nor "naturally  
28 derived."

(s) **Xanthan Gum.** Xanthan gum is a thickening agent that, according to the FDA regulations, is a synthetic substance. 7 C.F.R. 205.605(b). Xanthan gum is not “natural” but is instead manufactured through fermentation of carbohydrates and subsequent treatment of the byproduct with isopropyl alcohol.

19. No product labeled “natural” or “naturally derived” should contain any of these ingredients. And yet, the Green Works® product line contains all of them:

<u>PRODUCT</u>	<u>UPC</u>	<u>SYNTHETIC AND/OR UNNATURAL INGREDIENTS</u>
Green Works® Multi-Surface Cleaner	44600302829/ 44600004501	Fragrance Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone Potassium Carbonate Potassium Citrate Sodium Gluconate Sodium Hydroxide
Green Works® Multi-Surface Cleaner Lemon Scent	44600302003	Fragrance Lauryl Glucoside Liquitint® Bright Yellow Dye Methylisothiazolinone Potassium Carbonate Potassium Citrate Sodium Gluconate Sodium Hydroxide
Green Works® Bathroom Cleaner	44600300573/ 44600305936	Citric Acid Fragrance Lauryl Glucoside
Green Works® Stain Remover & Bleach	44600306476	Citric Acid Fragrance Hydrogen Peroxide Sodium Lauryl Sulfate
Green Works® Compostable Cleaning Wipes	44600303116/ 44600303154	Citric Acid Dimethicone/Silica Antifoam Fragrance Isopropanol Glycerin Methylisothiazolinone Octylisothiazolinone
Green Works® Compostable	44600308982/	Citric Acid

1	Cleaning Wipes Water-Lily Scent	44600308999	Dimethicone/Silica Antifoam Fragrance Glycerin Methylisothiazolinone
2			
3			
4	Green Works® Dishwashing Liquid	44600301686	Sodium Lauryl Sulfate Citric Acid Glycerin Fragrance Isopropanol Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone
5			
6			
7			
8			
9	Green Works® Dishwashing Liquid Water-Lily Scent	44600301716	Sodium Lauryl Sulfate Citric Acid Glycerin Fragrance Isopropanol Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone
10			
11			
12			
13			
14	Green Works® Dishwashing Liquid Free & Clear Scent	44600301723	Citric Acid Glycerin Isopropanol Lauryl Glucoside Methylisothiazolinone Sodium Lauryl Sulfate
15			
16			
17			
18	Green Works® Laundry Detergent Original	44600303192	Boric Acid Calcium Chloride Glycerin Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone Sodium Gluconate
19			
20			
21			
22	Green Works® Laundry Detergent Free & Clear Scent	44600303208	Boric Acid Calcium Chloride Glycerin Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Methylisothiazolinone Sodium Gluconate Sodium Hydroxide
23			
24			
25			
26			
27	Green Works® Toilet Bowl Cleaner	44600004518	Citric Acid Fragrance
28			

		Lauryl Glucoside Liquitint® Blue HP Dye Liquitint® Bright Yellow Dye Xanthan Gum
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20. Clorox is well-aware that the Products are not “natural” or “naturally derived.” In fact, it has already conceded in this action that “Green Works® products are [only] 95% to 99% naturally derived.” Mot. to Dismiss (ECF No. 17) at 3, 12. Defendant likewise admits that the Products contain “preservatives, fragrances and dyes” that are not “natural” or “naturally derived.” *Id.* at 1, 4, 12. However, the labels consumers see on the Products do not contain any of this information.

21. Notably, Defendant’s packaging previously specified that the Products were not entirely natural or naturally derived, and instead qualified these attributes with percentages. For instance, Green Works® Compostable Cleaning Wipes was previously labeled as “99% natural derived.” Defendant has since removed these qualifying percentages from its packaging, despite not changing their ingredients. The Green Works® Compostable Cleaning Wipes are now labeled “natural derived” without any qualifying percentage. These labeling changes were highly misleading to consumers and strongly indicate that Clorox knew that it was making false statements to consumers and that consumers would find it material if even 1% of the Products were not natural or naturally derived.

22. Clorox has profited enormously from its false and misleading representation that its Green Works® Products are naturally derived and green. The purpose of this action is to require Clorox to undertake a corrective advertising campaign and to provide consumers with monetary relief for Clorox’s deceptive and misleading product claims.

### **CLASS REPRESENTATION ALLEGATIONS**

23. Plaintiffs seek to represent a class defined as all persons in the United States who purchased Green Works® Products (the “Class”). Excluded from the Class are persons who made such purchases for purpose of resale.

24. Plaintiff Gregorio also seeks to represent a subclass of all Class Members who purchased Green Works® Products in New York (the “New York Subclass”).

1           25. Plaintiffs Quiroz and Cooper also seek to represent a subclass of all Class Members  
2 who purchased Green Works® Products in California (the “California Subclass”).

3           26. At this time, Plaintiffs do not know the exact number of members of the  
4 aforementioned Class and Subclasses (“Class Members” and “Subclass Members,” respectively);  
5 however, given the nature of the claims and the number of retail stores in the United States selling  
6 Clorox’s Products, Plaintiffs believe that Class and Subclass members are so numerous that joinder  
7 of all members is impracticable.

8           27. There is a well-defined community of interest in the questions of law and fact  
9 involved in this case. Questions of law and fact common to the members of the Class that  
10 predominate over questions that may affect individual Class members include:

- 11                   (a) whether Clorox misrepresented and/or failed to disclose material facts  
12 concerning the Green Works® Products;
- 13                   (b) whether Clorox’s conduct was unfair and/or deceptive;
- 14                   (c) whether Clorox has been unjustly enriched as a result of the unlawful,  
15 fraudulent, and unfair conduct alleged in this First Amended Complaint such that it would be  
16 inequitable for Clorox to retain the benefits conferred upon Clorox by Plaintiffs and the Class;
- 17                   (d) whether Clorox violated the Magnuson-Moss Warranty Act;
- 18                   (e) whether Clorox breached express and implied warranties to Plaintiffs and the  
19 Class;
- 20                   (f) whether Plaintiffs and the Class have sustained damages with respect to the  
21 common law claims asserted, and if so, the proper measure of their damages.

22           28. With respect to the California Subclass, additional questions of law and fact  
23 common to the members that predominate over questions that may affect individual members  
24 include whether Clorox violated the California Consumer Legal Remedies Act, as well as  
25 California’s False Advertising law and Unfair Competition law.

26           29. With respect to the New York Subclass, additional questions of law and fact  
27 common to the members that predominate over questions that may affect individual members  
28

1 include whether Clorox violated New York’s Deceptive Acts and Practices law, as well as New  
2 York’s False Advertising law.

3 30. Plaintiffs’ claims are typical of those of the Class and respective Subclasses because  
4 Plaintiffs, like all members of the Class and Subclasses, purchased, in a typical consumer setting,  
5 Clorox’s Green Works® Products bearing the natural representations and other representations,  
6 and Plaintiffs sustained damages from Clorox’s wrongful conduct.

7 31. Plaintiffs will fairly and adequately protect the interests of the Class and Subclasses  
8 and have retained counsel that is experienced in litigating complex class actions. Plaintiffs have no  
9 interests which conflict with those of the Class or the Subclasses.

10 32. A class action is superior to other available methods for the fair and efficient  
11 adjudication of this controversy.

12 33. The prosecution of separate actions by members of the Class and the Subclasses  
13 would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct  
14 for Clorox. For example, one court might enjoin Clorox from performing the challenged acts,  
15 whereas another might not. Additionally, individual actions could be dispositive of the interests of  
16 the Class and the Subclasses even where certain Class or Subclass members are not parties to such  
17 actions.

18 **COUNT I**

19 **(Violation of California’s Unfair and Deceptive Acts and Practices Law)**

20 34. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

21 35. Plaintiffs Quiroz and Cooper bring this cause of action on behalf of themselves and  
22 members of the California Subclass.

23 36. This cause of action is brought pursuant to California’s Consumers Legal Remedies  
24 Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

25 37. Plaintiffs Quiroz and Cooper and the other members of the California Subclass are  
26 “consumers,” as the term is defined by California Civil Code § 1761(d), because they bought the  
27 Green Works® Products for personal, family, or household purposes.  
28

1 38. Plaintiffs Quiroz and Cooper, the other members of the California Subclass, and  
2 Defendant have engaged in “transactions,” as that term is defined by California Civil Code  
3 § 1761(e).

4 39. The conduct alleged in this First Amended Complaint constitutes unfair methods of  
5 competition and unfair and deceptive acts and practices for the purpose of the CLRA, and the  
6 conduct was undertaken by Defendant in transactions intended to result in, and which did result in,  
7 the sale of goods to consumers.

8 40. As alleged more fully above, Defendant has violated the CLRA by falsely  
9 representing to Plaintiffs Quiroz and Cooper and the other members of the California Subclass that  
10 the Green Works® Products were “green,” “naturally derived,” and that consumers can expect  
11 “powerful cleaning done naturally,” when they contained unnatural and/or synthetic chemicals.

12 41. As a result of engaging in such conduct, Defendant has violated California Civil  
13 Code § 1770(a)(5), (a)(7) and (a)(9).

14 42. CLRA § 1782 NOTICE. On May 25, 2017, a CLRA demand letter was sent to  
15 Defendant via certified mail that provided notice of Defendant’s violation of the CLRA and  
16 demanded that within thirty (30) days from that date, Defendant correct, repair, replace or other  
17 rectify the unlawful, unfair, false and/or deceptive practices complained of herein. The letter also  
18 stated that if Defendant refused to do so, a complaint seeking damages in accordance with the  
19 CLRA would be filed. Defendant received the letter on May 31, 2017. Defendant has failed to  
20 comply with the letter. Accordingly, pursuant to California Civil Code § 1780(a)(3), Plaintiffs  
21 Quiroz and Cooper, on behalf of themselves and all other members of the California Subclass, seek  
22 injunctive relief, compensatory damages, punitive damages, and restitution of any ill-gotten gains  
23 due to Defendant’s acts and practices.

24 **COUNT II**

25 **(Violations of California’s False Advertising Law)**

26 43. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

27 44. Plaintiffs Quiroz and Cooper bring this cause of action on behalf of themselves and  
28 members of the California Subclass.

1 45. As alleged more fully above, Defendant has falsely advertised the Green Works®  
2 Products by falsely claiming that they are natural when they are not.

3 46. Plaintiffs Quiroz and Cooper and the other members of the California Subclass have  
4 suffered injury in fact and have lost money or property as a result of Defendant’s violations of  
5 California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500 *et seq.*

6 **COUNT III**  
7 **(Violation California’s Unfair Competition Law)**

8 47. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

9 48. Plaintiffs Quiroz and Cooper bring this cause of action on behalf of themselves and  
10 members of the California Subclass.

11 49. By committing the acts and practices alleged herein, Defendant has violated  
12 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200-17210, as to the  
13 California Subclass, by engaging in unlawful, fraudulent, and unfair conduct.

14 50. Defendant has violated the UCL’s proscription against engaging in *unlawful*  
15 conduct as a result of:

16 (a) its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7), and (a)(9),  
17 as alleged above; and

18 (b) its violations of the FAL, Cal. Bus. & Prof. Code § 17500 *et seq.* as alleged  
19 above.

20 51. Defendant’s acts and practices described above also violate the UCL’s proscription  
21 against engaging in fraudulent conduct.

22 52. As more fully described above, Defendant’s misleading marketing, advertising,  
23 packaging, and labeling of the Green Works® Products is likely to deceive reasonable consumers.  
24 Indeed, Plaintiffs Quiroz and Cooper and the other members of the California Subclass were  
25 unquestionably deceived regarding the nature of the Green Works® Products, as Defendant’s  
26 marketing, advertising, packaging, and labeling of the Green Works® Products misrepresents  
27 and/or omits the true facts concerning the characteristics of the Green Works® Products. Said acts  
28 are fraudulent business practices.



1           53. Defendant's acts and practices described above also violate the UCL's proscription  
2 against engaging in *unfair* conduct.

3           54. Plaintiffs Quiroz and Cooper and the other California Subclass members suffered a  
4 substantial injury by virtue of buying the Green Works® Products that they would not have  
5 purchased absent Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging,  
6 and labeling or by virtue of paying a premium price for the unlawfully, fraudulently, and unfairly  
7 marketed, advertised, packaged, and labeled Green Works® Products.

8           55. There is no benefit to consumers or competition from deceptively marketing and  
9 labeling the Green Works® Products, which purport to be "green," "naturally derived," and that  
10 consumers can expect "powerful cleaning done naturally," when these unqualified claims are false.

11           56. Plaintiffs Quiroz and Cooper and the other California Subclass members had no way  
12 of reasonably knowing that the Green Works® Products they purchased were not as marketed,  
13 advertised, packaged, or labeled. Thus, they could not have reasonably avoided the injury each of  
14 them suffered.

15           57. The gravity of the consequences of Defendant's conduct as described above  
16 outweighs any justification, motive, or reason therefore, particularly considering the available legal  
17 alternatives which exist in the marketplace, and such conduct is immoral, unethical, unscrupulous,  
18 offends established public policy, or is substantially injurious to Plaintiffs Quiroz and Cooper and  
19 the other members of the California Subclass.

20           58. Defendant's violations of the UCL continue to this day.

21           59. Pursuant to California Business and Professional Code § 17203, Plaintiffs Quiroz  
22 and Cooper and the California Subclass seek an order of this Court that includes, but is not limited  
23 to, an order requiring Defendant to:

- 24                   (a) provide restitution to Plaintiffs Quiroz and Cooper and the other California  
25                   Subclass members;
- 26                   (b) disgorge all revenues obtained as a result of violations of the UCL; and
- 27                   (c) pay Plaintiffs' and the California Subclass' attorneys' fees and costs.
- 28

**COUNT IV**

**(Violation Of The Magnuson-Moss Warranty Act,  
15 U.S.C. §§ 2301, *et seq.*)**

60. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

61. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Subclasses against Defendant.

62. The Green Works® Products are consumer products as defined in 15 U.S.C. § 2301(1).

63. Plaintiffs and the Class and Subclass members are consumers as defined in 15 U.S.C. § 2301(3).

64. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).

65. In connection with the sale of Green Works® Products, Defendant issued written warranties as defined in 15 U.S.C. § 2301(6), by making express warranties that the Products are “green,” “naturally derived,” and that consumers can expect “powerful cleaning done naturally.”

66. The Green Works® Products do not conform to the express warranties because each of the express warranties is false and misleading. In fact, the Products contain unnatural and/or synthetic ingredients, including methylisothiazolinone.

67. By reason of Defendant’s breach of warranties, Defendant violated the statutory rights due Plaintiffs and the Class and Subclass members pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*, thereby damaging Plaintiffs and the Class and Subclass members.

68. Plaintiffs and the Class and Subclass members were injured as a direct and proximate result of Defendant’s breach because they would not have purchased the Green Works® Products if they knew the truth about the unnatural and/or synthetic ingredients in the product.

**COUNT V**

**(Deceptive Acts Or Practices, New York Gen. Bus. Law § 349)**

69. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

70. Plaintiff Gregorio brings this claim individually and on behalf of the members of the proposed New York Subclass against Defendant.

1 71. By the acts and conduct alleged herein, Defendant committed unfair or deceptive  
 2 acts and practices by misrepresenting that the Products are “green,” “naturally derived,” and that  
 3 consumers can expect “powerful cleaning done naturally.”

4 72. The foregoing deceptive acts and practices are misleading in a material way because  
 5 they fundamentally misrepresent the characteristics of Green Works® Products to induce  
 6 consumers to purchase same.

7 73. Plaintiff Gregorio and the New York Subclass members were injured as a direct and  
 8 proximate result of Defendant’s violation because (a) they would not have purchased Green  
 9 Works® Products if they knew the truth about the unnatural and/or synthetic ingredients in the  
 10 product, (b) they overpaid for Green Works® Products because they are sold at a price premium  
 11 when compared to similar products that do not contain this misrepresentation, and (c) Green  
 12 Works® Products did not have the characteristics, uses, or benefits as promised, namely that they  
 13 were “green,” “naturally derived,” and that consumers can expect “powerful cleaning done  
 14 naturally.” As a result, Plaintiff Gregorio and members of the New York Subclass have been  
 15 damaged either in the full amount of the purchase price of the Green Works® Products or in the  
 16 difference in value between Green Works® Products as warranted and Green Works® Products as  
 17 actually sold.

18 74. On behalf of himself and other members of the New York Subclass, Plaintiff  
 19 Gregorio seeks to enjoin the unlawful acts and practices described herein, to recover his actual  
 20 damages or fifty dollars, whichever is greater, three times actual damages, and reasonable  
 21 attorneys’ fees.

22 **COUNT VI**

23 **(False Advertising, New York Gen. Bus. Law § 350)**

24 75. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

25 76. Plaintiff Gregorio brings this claim individually and on behalf of the members of the  
 26 proposed New York Subclass.

27 77. Based on the foregoing, Defendant has engaged in consumer-oriented conduct that  
 28 is deceptive or misleading in a material way which constitutes false advertising in violation of

1 Section 350 of the New York General Business Law by misrepresenting the nature of the  
2 ingredients contained in Green Works® Products.

3 78. The foregoing advertising was directed at consumers and was likely to mislead a  
4 reasonable consumer acting reasonably under the circumstances.

5 79. This misrepresentation has resulted in consumer injury or harm to the public  
6 interest.

7 80. Plaintiff Gregorio and the New York Subclass members were injured as a direct and  
8 proximate result of Defendant's violation because (a) they would not have purchased Green  
9 Works® Products if they knew the truth about the unnatural and/or synthetic ingredients in the  
10 product, (b) they overpaid for Green Works® Products because they are sold at a price premium  
11 when compared to similar products that do not contain this misrepresentation, and (c) Green  
12 Works® Products did not have the characteristics, uses, or benefits as promised, namely that they  
13 were "green," "naturally derived," and that consumers can expect "powerful cleaning done  
14 naturally." As a result, Plaintiff Gregorio and members of the New York Subclass have been  
15 damaged either in the full amount of the purchase price of the Green Works® Products or in the  
16 difference in value between Green Works® Products as warranted and Green Works® Products as  
17 actually sold.

18 81. On behalf of himself and other members of the New York Subclass, Plaintiff  
19 Gregorio seeks to enjoin the unlawful acts and practices described herein, to recover actual  
20 damages or five hundred dollars per violation, whichever is greater, three times actual damages and  
21 reasonable attorneys' fees.

22 **COUNT VII**

23 **(Breach Of Express Warranty)**

24 82. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

25 83. Plaintiffs bring this claim individually and on behalf of the members of the  
26 proposed Class and Subclasses against Defendant.  
27  
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1 84. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,  
2 expressly warranted that the Green Works® Products were “green,” “naturally derived,” and that  
3 consumers can expect “powerful cleaning done naturally.”

4 85. In fact, the Green Works® Products contain unnatural and/or synthetic ingredients,  
5 such as methylisothiazolinone, among others.

6 86. As a direct and proximate cause of Defendant’s breach of express warranty,  
7 Plaintiffs and Class members have been injured and harmed because they would not have  
8 purchased the Green Works® Products if they knew the truth about the product and its unnatural  
9 and/or synthetic ingredients.

10 **COUNT VIII**

11 **(Breach Of Implied Warranty Of Merchantability)**

12 87. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

13 88. Plaintiffs bring this claim individually and on behalf of the members of the  
14 proposed Class and Subclasses against Defendant.

15 89. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,  
16 impliedly warranted that the Green Works® Products were “green,” “naturally derived,” and that  
17 consumers can expect “powerful cleaning done naturally.”

18 90. Defendant breached the warranty implied in the contract for the sale of the Green  
19 Works® Products because the goods were not “adequately contained, packaged, and labeled as the  
20 agreement may require,” and the goods did not “conform to the promise or affirmations of fact  
21 made on the container or label.” *See* U.C.C. § 2-314(2) (listing requirements for merchantability).  
22 As a result, Plaintiffs and Class members did not receive the goods as impliedly warranted by  
23 Defendant to be merchantable.

24 91. Plaintiffs and Class members purchased the Green Works® Products in reliance  
25 upon Defendant’s skill and judgment in properly packaging and labeling the Green Works®  
26 Products.

27 92. The Green Works® Products were not altered by Plaintiffs or Class members.  
28

1 93. The Green Works® Products were defective when they left the exclusive control of  
2 Defendant.

3 94. Defendant knew that the Green Works® Products would be purchased and used  
4 without additional testing by Plaintiffs and Class members.

5 95. The Green Works® Products were defectively designed and unfit for its intended  
6 purpose, and Plaintiffs and Class members did not receive the goods as warranted.

7 96. As a direct and proximate cause of Defendant’s breach of the implied warranty,  
8 Plaintiffs and Class members have been injured and harmed because they would not have  
9 purchased the Green Works® Products if they knew the truth about the products, namely, that they  
10 contain unnatural and/or synthetic ingredients.

11 **COUNT IX**

12 **(Unjust Enrichment)**

13 97. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

14 98. Plaintiffs bring this claim individually and on behalf of the members of the  
15 proposed Class and Subclasses against Defendant.

16 99. Plaintiffs and Class members conferred benefits on Defendant by purchasing the  
17 Green Works® Products.

18 100. Defendant has been unjustly enriched in retaining the revenues derived from  
19 Plaintiffs and Class members’ purchases of the Green Works® Products. Retention of those  
20 moneys under these circumstances is unjust and inequitable because Defendant misrepresented that  
21 the Green Works® Products were “green,” “naturally derived,” and that consumers can expect  
22 “powerful cleaning done naturally.” These misrepresentations caused injuries to Plaintiffs and  
23 Class members because they would not have purchased the Green Works® Products if the true  
24 facts were known.

25 101. Because Defendant’s retention of the non-gratuitous benefits conferred on them by  
26 Plaintiffs and Class members is unjust and inequitable, Defendant must pay restitution to Plaintiffs  
27 and Class members for its unjust enrichment, as ordered by the Court.  
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**COUNT X**

**(Negligent Misrepresentation)**

102. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

103. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Subclasses against Defendant.

104. As discussed above, Defendant misrepresented that the Green Works® Products were “green,” “naturally derived,” and that consumers can expect “powerful cleaning done naturally.”

105. At the time Defendant made these representations, Defendant knew or should have known that these representations were false or made them without knowledge of their truth or veracity.

106. At an absolute minimum, Defendant negligently misrepresented and/or negligently omitted material facts about the Green Works® Products.

107. The negligent misrepresentations and omissions made by Defendant, upon which Plaintiffs and Class members reasonably and justifiably relied, were intended to induce and actually induced Plaintiffs and Class members to purchase the Green Works® Products.

108. Plaintiffs and Class members would not have purchased the Green Works® Products if the true facts had been known.

109. The negligent actions of Defendant caused damage to Plaintiffs and Class members, who are entitled to damages and other legal and equitable relief as a result.

**COUNT XI**

**(Fraud)**

110. Plaintiffs incorporate by reference and re-allege herein all paragraphs alleged above.

111. Plaintiffs bring this claim individually and on behalf of the members of the proposed Class and Subclasses against Defendant.

112. As discussed above, Defendant provided Plaintiffs and Class members with false or misleading material information and failed to disclose material facts about the Green Works®

1 Products, including but not limited to the fact that the Products contain unnatural and harmful  
2 ingredients.

3 113. The misrepresentations and omissions made by Defendant, upon which Plaintiffs  
4 and Class members reasonably and justifiably relied, were intended to induce and actually induced  
5 Plaintiffs and Class members to purchase the Green Works® Products.

6 114. The fraudulent actions of Defendant caused damage to Plaintiffs and Class  
7 members, who are entitled to damages and other legal and equitable relief as a result.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek  
10 judgment against Defendant, as follows:

- 11 a. For an order certifying the nationwide Class and the Subclasses under Rule 23 of the  
12 Federal Rules of Civil Procedure and naming Plaintiffs as representatives of the  
13 Class and Subclasses and Plaintiffs' attorneys as Class Counsel to represent the  
14 Class and Subclass members;
- 15 b. For an order declaring the Defendant's conduct violates the statutes referenced  
16 herein;
- 17 c. For an order finding in favor of Plaintiffs, the nationwide Class, and the Subclasses  
18 on all counts asserted herein;
- 19 d. For compensatory, statutory, and punitive damages in amounts to be determined by  
20 the Court and/or jury;
- 21 e. For prejudgment interest on all amounts awarded;
- 22 f. For an order of restitution and all other forms of equitable monetary relief;
- 23 g. For an order requiring Defendant to undertake a corrective advertising campaign;
- 24 h. For injunctive relief as pleaded or as the Court may deem proper; and
- 25 i. For an order awarding Plaintiffs and the Class and Subclass their reasonable  
26 attorneys' fees and expenses and costs of suit.

27 **DEMAND FOR TRIAL BY JURY**

28 Plaintiffs demand a trial by jury of all issues so triable.



1 Dated: October 25, 2017

Respectfully submitted,

2 **BURSOR & FISHER, P.A.**

3  
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L. Timothy Fisher

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*Counsel for Plaintiffs*

**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, L. Timothy Fisher, declare as follows:

1. I am counsel for Plaintiffs, and I am a partner at Bursor & Fisher, P.A. I make this declaration to the best of my knowledge, information, and belief of the facts stated herein.

2. The complaint filed in this action is filed in the proper place for trial because a substantial portion of the transaction occurred in this District, in that Defendant The Clorox Company has its principal place of business in this District.

3. Plaintiff Quiroz alleges that he purchased his Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived Laundry Detergent for household use from a Target retail store in California. He alleges that when he purchased his Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived Laundry Detergent, he relied on Defendant's representation that the product was "naturally derived" and that he could expect "powerful cleaning done naturally." He understood that representation to mean that the Green Works® Naturally Derived Dishwashing Liquid and Green Works® Naturally Derived Laundry Detergent did not contain unnatural, synthetic chemicals.

4. Plaintiff Quiroz alleges that Defendant's misrepresentation of its Green Works® Products was an immediate cause of his decision to purchase Defendant's Green Works® Products. He alleges that in all reasonable probability that he would not have agreed to purchase the Defendant's Green Works® Products, or he would have sought materially different terms, had he known that Defendant's representations were false and misleading.

5. Plaintiff Quiroz alleges that Defendant's "naturally derived" and "natural" representations concerning its Green Works® Products played a substantial part, and so had been a substantial factor in, his decision to purchase the Green Works® Products.

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on October 25, 2017 at Walnut Creek, California.



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L. Timothy Fisher