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24 **UNITED STATES DISTRICT COURT FOR THE**
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 STEVEN ROBERT PRESCOTT, DONOVAN
27 MARSHALL, MARIA CHRISTINE
28 ANELLO, DARLENE KITTREDGE,
TREAHANNA CLEMMONS, MELISSA
JIMENEZ, PAMELA SUE LADD, and
SUSAN ELIZABETH GRACIALE,
individually and on behalf of others similarly
situated,

Plaintiff,

v.

RECKITT BENCKISER LLC

Defendant.

CASE NO. 5:20-cv-2101-BLF

**SECOND AMENDED
CLASS ACTION COMPLAINT**

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiffs Steven Robert Prescott, Donovan Marshall, Maria Christine Anello, Darlene
2 Kittredge, Treahanna Clemmons, Melissa Jimenez, Pamela Sue Ladd, and Susan Graciale,
3 individually, and on behalf of all others similarly situated, hereby files suit against the Defendant
4 listed above and alleges the following:

5 **INTRODUCTION**

6 1. Around February 2017, Reckitt Benckiser started to make a powerful new claim for its
7 Woolite laundry detergent. Reckitt Benckiser represented that, when clothing is washed with Woolite
8 laundry detergent, the clothing's color is revived. Reckitt Benckiser made materially uniform
9 representations (including that Woolite laundry detergent "brings the color back" to clothing, "revives
10 color," and possesses "Color Renew") through its advertising and on the labels of Woolite laundry
11 detergent bottles.

12 2. Reckitt Benckiser's color revival claims were so noticeable that Proctor & Gamble
13 (the owner of Tide laundry detergent) challenged the claims with the National Advertising Division
14 (NAD). Reckitt Benckiser did not turn over any data supporting its claims, and instead stated that it
15 would follow the National Advertising Division's recommendation. In August 2019, the National
16 Advertising Division recommended that the claims be discontinued.

17 3. However, as of May 2020, Reckitt Benckiser continues to represent on Woolite
18 laundry detergent bottle labels that the laundry detergent revives color.

19 4. Plaintiffs, through counsel, conducted objective testing of the claim that Woolite
20 laundry detergent revives color in clothing. As described below, Woolite laundry detergent failed the
21 objective test.

22 5. Plaintiffs have filed this putative class action to hold Reckitt Benckiser accountable for
23 its ongoing fraud. Plaintiffs also seek monetary compensation on behalf of California, New York,
24 Washington, and Massachusetts classes. Class members paid a price premium due to Reckitt
25 Benckiser's misrepresentations, and Plaintiffs seek to return this money to class members..

26 **PARTIES**

27 6. Plaintiff Steven Robert Prescott is a citizen and resident of California, over the age of
28

1 eight years. Plaintiff Prescott resides in Santa Cruz County, California.

2 7. Plaintiff Donovan Marshall is a citizen and resident of California, over the age of
3 eighteen years. Plaintiff Marshall resides in San Francisco County, California.

4 8. Plaintiff Treahanna Clemmons is a citizen and resident of California, over the age of
5 eighteen years. Plaintiff Clemmons resides in Sacramento County, California.

6 9. Plaintiff Melissa Jimenez is a citizen and resident of New York, over the age of
7 eighteen years. Plaintiff Jimenez resides in Queens County, New York.

8 10. Plaintiff Maria Christine Anello is a citizen and resident of New York, over the age of
9 eighteen years. Plaintiff Anello resides in Monroe County, New York.

10 11. Plaintiff Darlene Kittredge is a citizen and resident of Massachusetts, over the age of
11 eighteen years. Plaintiff Kittredge resides in Middlesex County, Massachusetts.

12 12. Plaintiff Susan Elizabeth Graciale is a citizen of Massachusetts, over the age of
13 eighteen years. Plaintiff Graciale resides in Worcester County, Massachusetts.

14 13. Plaintiff Pamela Sue Ladd is a citizen and resident of Washington, over the age of
15 eighteen years. Plaintiff Ladd resides in Pierce County, Washington.

16 14. Defendant Reckitt Benckiser LLC (“Reckitt Benckiser” or “Defendant”) is a limited
17 liability company organized and existing under the laws of the state of Delaware, having its principal
18 place of business at 399 Interpace Parkway, Parsippany, New Jersey 07054.

19 **JURISDICTION**

20 15. This Court has jurisdiction for this case pursuant to 28 U.S.C. § 1332(a). Named
21 Plaintiffs and members of the proposed class are residents of California, New York, Washington, and
22 Massachusetts while the Defendant is incorporated in Delaware and headquartered in New Jersey.

23 16. This Court also has jurisdiction for this case pursuant to 28 U.S.C. § 1332(d), as it is a
24 class action for damages that exceeds \$5,000,000, exclusive of interest and costs. The members of the
25 class are residents of California, New York, Washington, and Massachusetts while the Defendant is
26 incorporated in Delaware and headquartered in New Jersey.

27 17. This Court has personal jurisdiction over Defendant because of its continuous and
28 systematic business contacts with the State of California. Reckitt Benckiser derives substantial

1 revenue from sales of its products in California, with knowledge that its products are being marketed
2 and sold for use in this State.

3 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part
4 of the events or omissions giving rise to these claims occurred in this district.

5 **FACTUAL ALLEGATIONS**

6 19. Reckitt Benckiser is a consumer goods company that sells health, hygiene, and home
7 products.

8 20. Reckitt Benckiser's corporate strategy is to forgo a large research and development
9 budget. Instead, Reckitt Benckiser studies consumer desires and the features consumers would be
10 willing to be pay for if incorporated in to Reckitt Benckiser's current products. Reckitt Benckiser
11 then adds "innovations" to its existing products that consumers will value. Reckitt Benckiser
12 introduces ambitious performance targets for its innovations, and executives are rewarded financially
13 when the company hits or exceeds those targets.¹

14 21. Since approximately 1990, Reckitt Benckiser has marketed and sold Woolite-branded
15 laundry detergent. Reckitt Benckiser markets and sells Woolite® Darks laundry detergent and
16 Woolite® Gentle Cycle laundry detergent (collectively, "Woolite Laundry Detergent").

17 **A. Reckitt Benckiser Represents That Woolite Laundry Detergent Revives the Color**
18 **in Clothing**

19 22. Around approximately February 2017, Reckitt Benckiser introduced a new
20 "innovation" for its Woolite® Darks and Gentle Cycle laundry detergents. Reckitt Benckiser began to
21 represent that Woolite Laundry Detergent brings the color back to clothing.

22 23. Consistent with Reckitt Benckiser's corporate strategy, a laundry detergent's effect on
23 the color of clothing is an important attribute to consumers when purchasing laundry detergent.

24 24. Reckitt Benckiser has made its color revival representation both on the Woolite
25 Laundry Detergent labels and through its advertising.

26 _____
27 ¹ Margaret Corstjens, Gregory S. Carpenter, and Tushmit M. Hasan, The Promise of Targeted
28 Innovation, MIT Sloan Management Review, Vol. 60, Issue No. 2, accessed at
<https://sloanreview.mit.edu/article/the-promise-of-targeted-innovation/> (last accessed May 4, 2020).
Attached hereto as **Exhibit A**.

1 25. Since approximately February 2017, the labels on Woolite Laundry Detergent bottles
2 have represented that Woolite Laundry Detergent brings the color back to clothing. The Woolite
3 Laundry Detergent labels have a “Color Renew” logo and/or state that the Woolite Laundry
4 Detergent “revives colors.”

5 26. The “Color Renew” logo has been placed on the label that is on the front of bottles of
6 Woolite Darks and Woolite Gentle Cycle laundry detergent bottles. *See* Figures 1 and 2.

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Figure 1: Woolite Darks Label – Front of the Bottle



Figure 2: Woolite Gentle Cycle Label – Front of the Bottle



27. The statement that Woolite Laundry Detergent “revives color” has been placed on the label that is on the back of the bottle for Woolite Laundry Detergent bottles. See Figures 3 and 4. The “Color Renew” logo has also been placed on the label on the back of the bottle for Woolite Laundry Detergent. See Figures 3 and 4.

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Figure 3: Woolite Darks Label –Back of the Bottle



Figure 4: Woolite Gentle Cycle Label – Back of the Bottle



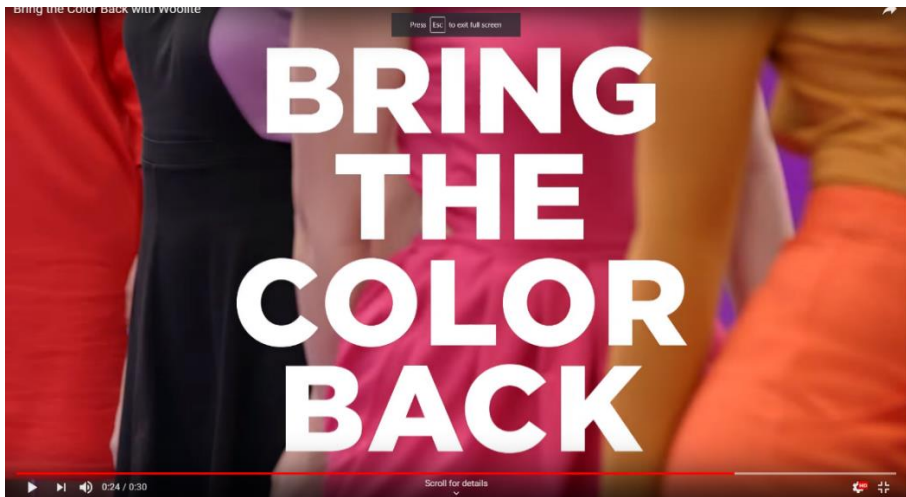
28. Defendant also made the Color Renew claims in television ads. For example, a 30-second Woolite commercial posted on YouTube on or around February 10, 2017 says:

Every wash in Woolite® with Color Renew™ brings the color back to your clothes. It's time to bring the color back. Woolite, now with Color Renew.²

29. During the commercial, the words “bring the color back” are also displayed³:

² <https://www.youtube.com/watch?v=sAMi-2WLkIk>

³ <https://www.youtube.com/watch?v=sAMi-2WLkIk> (screenshot at 0:24 / 0:30)



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9 30. This 30-second Woolite commercial was posted to Woolite’s YouTube page in
10 approximately February 2017, along with a 15-second “Bring the Color Back” commercial.⁴ The two
11 “Bring the Color Back” commercials have been viewed more than 1.2 million times on YouTube.

12 31. Directly below both of the “Bring the Color Back” commercials, there is a post by
13 Woolite that states “Woolite® with Color Renew™ brings the color back to your clothes with every
14 wash. Check out the new commercial and packaging for Woolite Gentle Cycle and Woolite Darks.”⁵

15 32. As of May 2020, the two “Bring the Color Back” commercials are still posted on the
16 Woolite YouTube page.

17 33. On information and belief, Reckitt Benckiser also ran television advertisements in
18 2017 and 2018 in the United States about Woolite Laundry Detergent with Color Renew.

19 34. The Color Renew claim is material. A study published by the Statista Research
20 Department found that “color preservation / protection” is an important attribute for laundry detergent
21 purchasers.⁶

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23
24 ⁴ <https://www.youtube.com/user/WOOLITE/videos>

25 ⁵ <https://www.youtube.com/watch?v=sAMi-2WLkIk>; *see also*
26 <https://www.youtube.com/watch?v=jqJ5DgOOv3M>

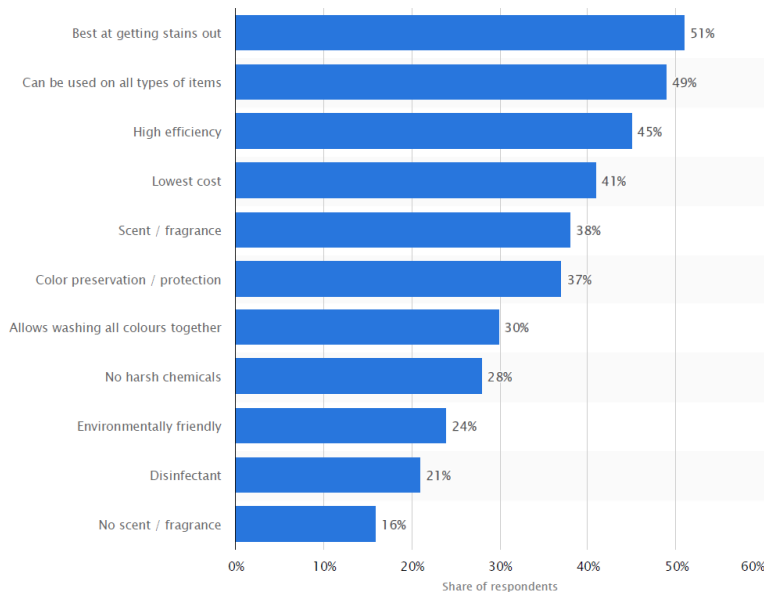
27 ⁶ Statista, *Importance of selected household laundry detergent attributes in North America as*
28 *of September 2015*, [https://www.statista.com/statistics/630480/important-laundry-detergent-](https://www.statista.com/statistics/630480/important-laundry-detergent-attributes/)
attributes/ (last accessed May 4, 2020).

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Results of Study Published by Statista

This statistic shows the importance of selected laundry detergent attributes in North America as of September 2015. During the survey, 41 percent of respondents in North America said the lowest price is important when purchasing laundry detergent.

Importance of selected household laundry detergent attributes in North America as of September 2015



35. Reckitt Benckiser’s representation for Woolite Laundry Detergent is even more powerful than a claim of color preservation. Reckitt Benckiser represents that Woolite Laundry Detergent actually *revives* colors.

B. National Advertising Division Tells Reckitt Benckiser To Stop Its Woolite Color Revive Claim; Yet, Woolite Continues to Claim Woolite Revives Color

36. Procter & Gamble noticed Reckitt Benckiser’s claims that Woolite Laundry Detergent revives color. In 2019, Procter & Gamble (the owner of Tide laundry detergent) filed a challenge with the National Advertising Division regarding the claims for Woolite Laundry Detergent, including the claims that Woolite “brings the color back” and “revives colors.”⁷ The National Advertising Division is an advertising industry self-regulatory body.

⁷ Better Business Bureau Press Release, *NAD Recommends Reckitt Benckiser Discontinue “No Stretching, Shrinking, Fading Claims” for Its Woolite Laundry Detergent, Following P&G Challenge*, Aug. 29, 2019, <https://asrcreviews.org/nad-recommends-reckitt-benckiser-discontinue-no-stretching-shrinking-or-fading-claims-for-its-woolite-laundry-detergent-following-pg-challenge-2/> (last accessed May 4, 2020)

1 37. On or around August 29, 2019, the National Advertising Division (“NAD”) issued a
 2 press release with the results of its investigation. The National Advertising Division determined that
 3 the claims “‘Brings Back the Color’ / ‘Revives Color’ ... convey objective performance messages
 4 regarding Woolite’s ability to improve the color of fabric ...”. The National Advertising Division
 5 found Reckitt Benckiser’s “data insufficient to support these messages and recommended that the
 6 claims be discontinued.” The National Advertising Division further “noted that it was unable to
 7 confirm the reliability of the advertiser’s test results or the conclusions drawn from them because the
 8 advertiser did not provide NAD with any data, raw or otherwise, regarding the actual test results, only
 9 the statements of conclusion.”⁸

10 38. In its advertiser’s statement, Reckitt Benckiser stated that it “is a strong supporter of
 11 NAD and the self-regulatory process and, therefore, agrees to comply with the decision concerning
 12 the claims...”⁹

13 39. Despite Reckitt Benckiser’s public statement that it would comply with the National
 14 Advertising Division’s decision, as of May 2020, the labels on Woolite Laundry Detergent bottles
 15 still represent that Woolite Laundry Detergent revives color.¹⁰ Furthermore, Reckitt Benckiser has not
 16 removed the two “Bring the Color Back” commercials from the Woolite YouTube page.

17 **C. Plaintiff’s Objective Testing Shows Woolite Detergent Does Not Revive Color**

18 40. Plaintiff, through counsel, conducted objective testing of the claim that Woolite
 19 Laundry Detergent revives color / brings the color back to clothing. The testing was conducted at a
 20 laboratory certified by American Association of Textile Chemists and Colorists (AATTC).

21 41. The Woolite Laundry Detergent failed the objective test.

22 42. For the testing, eight samples of cotton clothing were washed with Woolite Laundry
 23

24 ⁸ *Id.*

25 ⁹ *Id.*

26 ¹⁰ Based on information and belief, in late 2019 or early 2020, Reckitt Benckiser began to sell
 27 some bottles of Woolite Laundry Detergent without the “Color Renew” logo. However, as of May
 28 2020, new bottles of Woolite Laundry Detergent still include the representation that the laundry
 detergent “revives colors” as shown in Figures 3 and 4.

1 Detergent.¹¹ The laboratory measured the clothing’s loss in color using a color spectrophotometer.
2 For all eight samples of clothing washed, the clothing lost a significant amount of color by the tenth
3 wash with Woolite Laundry Detergent. All eight samples were washed an additional 15 times with
4 Woolite Laundry Detergent (for a total of 25 washes). By the 25th wash, the color had not come
5 back; instead, all eight samples of clothing had lost an additional significant amount of color after
6 the 25 washes compared to the amount of color present after 10 washes.

7 **D. Plaintiffs’ Experiences**

8 **i. Plaintiff Steven Robert Prescott**

9 43. Plaintiff Steven Robert Prescott (“Prescott”) resides in Santa Cruz County, California.

10 44. In 2017 and 2018, Plaintiff Steven Robert Prescott purchased more than ten bottles of
11 Woolite® Darks laundry detergent. Prescott often purchased the Woolite Darks laundry detergent at a
12 CVS store located in Capitola, California.

13 45. In 2017 and 2018, Plaintiff paid more than \$80 for Woolite Darks laundry detergent.

14 46. Prior to purchasing Woolite Darks laundry detergent, Prescott saw television
15 advertisements for Woolite Laundry Detergent.

16 47. Prior to purchasing Woolite Darks laundry detergent, Prescott read Woolite’s “Color
17 Renew” logo representation on the Woolite Darks laundry detergent bottle, and Prescott relied on
18 Woolite’s “Color Renew” logo representation when deciding to purchase Woolite Darks laundry
19 detergent.¹²

20 48. Based on Reckitt Benckiser’s color renewal misrepresentations, Prescott believed that
21 Woolite Darks laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
22 misrepresentations induced Prescott to purchase Woolite Darks laundry detergent. Prescott would not
23 have purchased Woolite Darks laundry detergent if he had known that Woolite Darks laundry
24 detergent did not revive color in clothing.

25 49. The Woolite Darks laundry detergent did not renew or revive the color in Prescott’s

26 _____
27 ¹¹ The Woolite Laundry Detergent tested had the Color Renew logo on the bottle.

28 ¹² The Color Renew logo representation on the Woolite Darks laundry detergent bottles is displayed in Figures 1 and 3.

1 clothing. Instead, the clothing that Prescott washed with Woolite Darks laundry detergent had
2 significant fading. The fading was so significant that Prescott had to stop wearing many of the items
3 of clothing that he washed with Woolite Darks laundry detergent.

4 50. In late 2018, Prescott stopped purchasing Woolite Darks laundry detergent because the
5 detergent failed to renew or revive the color in the clothing that Prescott washed with Woolite Darks
6 laundry detergent.

7 **ii. Plaintiff Donovan Marshall**

8 51. Plaintiff Donovan Marshall (“Marshall”) resides in San Francisco County, California.

9 52. From early 2017 until 2020, Plaintiff Marshall regularly purchased both Woolite®
10 Darks and Woolite® Gentle Cycle laundry detergent. Marshall often purchased the Woolite laundry
11 detergent at Safeway stores in San Francisco County, California.

12 53. Marshall paid more than \$100 for Woolite® Darks and Woolite® Gentle Cycle
13 laundry detergent.

14 54. Prior to purchasing Woolite® Darks and Woolite® Gentle Cycle laundry detergent,
15 Marshall saw television and print advertisements for Woolite Laundry Detergent with “Color
16 Renew.”

17 55. Prior to purchasing Woolite laundry detergent, Marshall read Woolite’s “Color
18 Renew” logo representation on the Woolite laundry detergent bottle, and Marshall relied on
19 Woolite’s “Color Renew” logo representation when deciding to purchase Woolite laundry detergent
20 instead of Tide.¹³

21 56. Based on Reckitt Benckiser’s color renewal misrepresentations, Marshall believed that
22 Woolite laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
23 misrepresentations induced Marshall to purchase Woolite laundry detergent. Marshall would not have
24 purchased Woolite laundry detergent if he had known that Woolite laundry detergent did not revive
25 color in clothing.

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27 ¹³ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
28 displayed in Figures 1 and 3. The Color Renew logo representation on Woolite Gentle Cycle laundry
detergent bottles is displayed in Figures 2 and 4.

1 57. The Woolite laundry detergent did not renew or revive the color in Marshall’s
2 clothing. Instead, the clothing that Marshall washed with Woolite laundry detergent continued to
3 fade.

4 58. Marshall stopped purchasing the Woolite laundry detergent because the detergent
5 failed to renew or revive the color in the clothing that Marshall washed with the Woolite laundry
6 detergent.

7 **iii. Plaintiff Maria Christine Anello**

8 59. Plaintiff Maria Christine Anello (“Anello”) resides in Monroe County, New York.

9 60. In 2019, Plaintiff Anello purchased approximately three bottles of Woolite® Darks
10 and Woolite® Gentle Cycle laundry detergent. Anello purchased the Woolite laundry detergent at a
11 Wegmans store in Monroe County, New York.

12 61. Plaintiff Anello paid approximately \$30-40 for Woolite® Darks and Woolite® Gentle
13 Cycle laundry detergent.

14 62. Prior to purchasing Woolite laundry detergent, Anello read Woolite’s “Color Renew”
15 logo representation on the Woolite laundry detergent bottle, and Anello relied on Woolite’s “Color
16 Renew” logo representation when deciding to purchase Woolite laundry detergent rather than her
17 normal Wegmans’ brand detergent.¹⁴

18 63. Based on Reckitt Benckiser’s color renewal misrepresentations, Anello believed that
19 Woolite laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
20 misrepresentations induced Anello to purchase Woolite laundry detergent. Anello would not have
21 purchased Woolite laundry detergent if she had known that Woolite laundry detergent did not revive
22 color in clothing.

23 64. The Woolite laundry detergent did not renew or revive the color in Anello clothing.
24 Instead, the clothing that Anello washed with Woolite laundry detergent continued to fade.

25 65. Anello stopped purchasing the Woolite laundry detergent because the detergent failed
26

27 ¹⁴ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
28 displayed in Figures 1 and 3. The Color Renew logo representation on Woolite Gentle Cycle laundry
detergent bottles is displayed in Figures 2 and 4.

1 to renew or revive the color in the clothing that Anello washed with the Woolite laundry detergent.

2 **iv. Plaintiff Treahanna Clemmons**

3 66. Plaintiff Treahanna Clemmons (“Clemmons”) resides in Sacramento County,
4 California.

5 67. Between 2017 and 2019, Plaintiff Clemmons purchased approximately five bottles of
6 Woolite® Darks and Woolite® Gentle Cycle laundry detergent. Clemmons often purchased the
7 Woolite laundry detergent at a Walmart located in Sacramento County, CA.

8 68. Between 2017 and 2019, Plaintiff paid more than \$50 for Woolite® Darks and
9 Woolite® Gentle Cycle laundry detergent.

10 69. Prior to purchasing Woolite laundry detergent, Clemmons saw television
11 advertisements for Woolite Laundry Detergent.

12 70. Prior to purchasing Woolite laundry detergent, Clemmons read Woolite’s “Color
13 Renew” logo representation on the Woolite laundry detergent bottle, and Clemmons relied on
14 Woolite’s “Color Renew” logo representation when deciding to purchase Woolite laundry
15 detergent.¹⁵

16 71. Based on Reckitt Benckiser’s color renewal misrepresentations, Clemmons believed
17 that Woolite laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
18 misrepresentations induced Clemmons to purchase Woolite laundry detergent. Clemmons would not
19 have purchased Woolite laundry detergent if she had known that Woolite laundry detergent did not
20 revive color in clothing.

21 72. The Woolite laundry detergent did not renew or revive the color in Clemmons
22 clothing. Instead, the clothing that Clemmons washed with Woolite laundry detergent continued to
23 fade.

24 73. Clemmons stopped purchasing Woolite laundry detergent because the detergent failed
25 to renew or revive the color in the clothing.

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27 ¹⁵ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
28 displayed in Figures 1 and 3. The Color Renew logo representation on Woolite Gentle Cycle laundry
detergent bottles is displayed in Figures 2 and 4.

1 **v. Plaintiff Melissa Jimenez**

2 74. Plaintiff Melissa Jimenez (“Jimenez”) resides Queens County, New York.

3 75. Between March and December 2018, Plaintiff Jimenez purchased approximately five
4 bottles of Woolite® Darks and Woolite® Gentle Cycle laundry detergent. Jimenez purchased the
5 Woolite laundry detergent at drugstores in Queens County, New York.

6 76. Plaintiff Jimenez paid more than \$30 for Woolite laundry detergent.

7 77. Prior to purchasing Woolite laundry detergent, Jimenez saw television advertisements
8 for Woolite Laundry Detergent.

9 78. Prior to purchasing Woolite laundry detergent, Jimenez read Woolite’s “Color Renew”
10 logo representation on the Woolite laundry detergent bottle, and Jimenez relied on Woolite’s “Color
11 Renew” logo representation when deciding to purchase Woolite laundry detergent.¹⁶

12 79. Based on Reckitt Benckiser’s color renewal misrepresentations, Jimenez believed that
13 Woolite laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
14 misrepresentations induced Jimenez to purchase Woolite laundry detergent. Jimenez would not have
15 purchased Woolite laundry detergent if she had known that Woolite laundry detergent did not revive
16 color in clothing.

17 80. The Woolite laundry detergent did not renew or revive the color in Jimenez’s clothing.
18 Instead, the clothing that Jimenez washed with Woolite laundry detergent continued to fade.

19 81. Jimenez stopped purchasing Woolite laundry detergent because the detergent failed to
20 renew or revive the color in the clothing that Jimenez washed with Woolite laundry detergent.

21 **vi. Plaintiff Pamela Sue Ladd**

22 82. Plaintiff Pamela Sue Ladd (“Ladd”) resides Pierce County, Washington.

23 83. In 2018 and 2019, Plaintiff Ladd purchased approximately six bottles of Woolite®
24 Darks laundry detergent. Ladd often purchased the Woolite Darks laundry detergent at grocery stores
25 in Pierce County, Washington.

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27 ¹⁶ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
28 displayed in Figures 1 and 3. The Color Renew logo representation on Woolite Gentle Cycle laundry
detergent bottles is displayed in Figures 2 and 4.

1 84. In 2018 and 2019, Plaintiff paid more than \$60 for Woolite Darks laundry detergent.

2 85. Prior to purchasing Woolite Darks laundry detergent, Ladd saw television and print
3 advertisements for Woolite Laundry Detergent.

4 86. Prior to purchasing Woolite Darks laundry detergent, Ladd read Woolite’s “Color
5 Renew” logo representation on the Woolite Darks laundry detergent bottle, and Ladd relied on
6 Woolite’s “Color Renew” logo representation when deciding to purchase Woolite Darks laundry
7 detergent.¹⁷

8 87. Based on Reckitt Benckiser’s color renewal misrepresentations, Ladd believed that
9 Woolite Darks laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
10 misrepresentations induced Ladd to purchase Woolite Darks laundry detergent. Ladd would not have
11 purchased Woolite Darks laundry detergent if she had known that Woolite Darks laundry detergent
12 did not revive color in clothing.

13 88. The Woolite Darks laundry detergent did not renew or revive the color in Ladd’s
14 clothing. Instead, the clothing that Ladd washed with Woolite Darks laundry detergent continued to
15 fade.

16 89. In 2019, Ladd stopped purchasing Woolite Darks laundry detergent because the
17 detergent failed to renew or revive the color in the clothing that Ladd washed with Woolite Darks
18 laundry detergent.

19 **vii. Plaintiff Susan Graciale**

20 90. Plaintiff Susan Graciale (“Graciale”) resides in Worcester County, Massachusetts.

21 91. Between 2019 and 2020, Plaintiff Graciale purchased several bottles of Woolite®
22 Darks and Woolite® Gentle Cycle laundry detergent. Graciale often purchased the Woolite laundry
23 detergent at a local Walmart.

24 92. Between 2019 and 2020, Plaintiff paid more than \$30 for Woolite laundry detergent.

25 93. Prior to purchasing Woolite laundry detergent, Graciale read Woolite’s “Color
26

27 ¹⁷ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
28 displayed in Figures 1 and 3.

1 Renew” logo representation on the Woolite laundry detergent bottle, and Graciale relied on Woolite’s
2 “Color Renew” logo representation when deciding to purchase Woolite laundry detergent.¹⁸

3 94. Based on Reckitt Benckiser’s color renewal misrepresentations, Graciale believed that
4 Woolite laundry detergent would revive color in clothing. Reckitt Benckiser’s color renewal
5 misrepresentations induced Graciale to purchase Woolite laundry detergent. Graciale would not have
6 purchased Woolite laundry detergent if she had known that Woolite laundry detergent did not revive
7 color in clothing.

8 95. The Woolite laundry detergent did not renew or revive the color in Graciale’s clothing.
9 Instead, the clothing that Graciale washed with Woolite laundry detergent continued to fade.

10 96. Graciale stopped purchasing Woolite laundry detergent because the detergent failed to
11 renew or revive the color in the clothing that Graciale washed with Woolite Darks laundry detergent.

12 **viii. Plaintiff Darlene Kittredge**

13 97. Plaintiff Darlene Kittredge (“Kittredge”) resides in Middlesex County, Massachusetts.

14 98. In approximately late 2018 or early 2019, Plaintiff Kittredge purchased at least two
15 bottles of Woolite® Darks laundry detergent. Kittredge purchased the Woolite Darks laundry
16 detergent at a Walmart located in Middlesex County, Massachusetts.

17 99. Plaintiff paid more than \$20 for the Woolite Darks laundry detergent.

18 100. Prior to purchasing Woolite Darks laundry detergent, Kittredge read Woolite’s “Color
19 Renew” logo representation on the Woolite Darks laundry detergent bottle, and Kittredge relied on
20 Woolite’s “Color Renew” logo representation when deciding to purchase Woolite Darks laundry
21 detergent.¹⁹

22 101. Based on Reckitt Benckiser’s color renewal misrepresentations, Kittredge believed
23 that Woolite Darks laundry detergent would revive color in clothing. Reckitt Benckiser’s color
24 renewal misrepresentations induced Kittredge to purchase Woolite Darks laundry detergent. Kittredge
25

26 ¹⁸ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
27 displayed in Figures 1 and 3. The Color Renew logo representation on Woolite Gentle Cycle laundry
28 detergent bottles is displayed in Figures 2 and 4.

¹⁹ The Color Renew logo representation on the Woolite Darks laundry detergent bottles is
displayed in Figures 1 and 3.

1 would not have purchased Woolite Darks laundry detergent if she had known that Woolite Darks
2 laundry detergent did not revive color in clothing.

3 102. The Woolite Darks laundry detergent did not renew or revive the color in Kittredge's
4 clothing. Instead, the clothing that Kittredge washed with Woolite Darks laundry detergent continued
5 to fade.

6 103. Kittredge stopped purchasing Woolite laundry detergent because the detergent failed
7 to renew or revive the color in the clothing that Kittredge washed with Woolite Darks laundry
8 detergent.

9 **CLASS ALLEGATIONS**

10 104. Plaintiffs re-allege and incorporates by reference herein all of the allegations contained
11 above.

12 105. Reckitt Benckiser's misrepresentations induced Woolite Laundry Detergent purchasers
13 (including named Plaintiffs) to purchase Woolite Laundry Detergent that they otherwise would not
14 have purchased, because purchasers (including named Plaintiffs) believed that Woolite Laundry
15 Detergent revived color in clothing.

16 106. Reckitt Benckiser's misrepresentations induced Woolite Laundry Detergent purchasers
17 (including named Plaintiffs) to pay more for Woolite Laundry Detergent that they otherwise would
18 have been willing to pay.

19 107. Reckitt Benckiser's misrepresentations thereby distorted the market price for Woolite
20 laundry by artificially inflating the price of Woolite Laundry Detergent, causing Woolite Laundry
21 Detergent purchasers (including the named Plaintiffs) to pay a price premium compared to what they
22 otherwise would have paid.

23 108. Woolite Laundry Detergent purchasers (including named Plaintiffs) paid for Woolite
24 Laundry Detergent that revives color in clothing but did not receive such products. The products that
25 Woolite Laundry Detergent purchasers (including named Plaintiffs) received had a lower value than
26 the products for which they paid.

27 109. Reckitt Benckiser's misrepresentations provided Reckitt Benckiser with an unfair
28 competitive advantage over other sellers of laundry detergent, including Procter & Gamble (which

1 sells Tide).

2 110. Pursuant to the Fed. R. Civ. P. 23(b)(2) and (b)(3), Plaintiffs bring this action on
3 behalf of themselves and the following Classes:

4 **A. California Class** (represented by Plaintiffs Prescott, Marshall, and Clemmons)

5 All residents of California who purchased Woolite Laundry Detergent from March 26, 2016
6 to the present (the “Class Period”).

7 111. Excluded from the California Class are the Defendant, any entity in which Defendant
8 has a controlling interest, and Defendant’s officers, directors, legal representatives, successors,
9 subsidiaries, and assigns. Also excluded from the California Class are any judge, justice, or judicial
10 officer presiding over this matter and the members of their immediate families and judicial staff.

11 112. This action has been brought and may properly be maintained as a class action as it
12 satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
13 requirements.

14 113. Plaintiffs reserve the right to amend the California Class definition if discovery and
15 further investigation reveal that the California Class should be expanded, divided into subclasses, or
16 modified in any other way.

17 114. Although the precise number of members of the California Class is unknown and can
18 only be determined through appropriate discovery, Plaintiffs believe, and on that basis alleges, that
19 the members of the proposed California Class are so numerous that joinder of all members would be
20 impracticable as many thousands of bottles of Woolite Laundry Detergent were sold in California
21 during the proposed Class Period.

22 115. Questions of law and fact common to the California Class exist that predominate over
23 questions affecting only individual members, including *inter alia*:

- 24 a. Whether Defendant misrepresented material facts about Woolite Laundry Detergent,
25 including the fact that Woolite Laundry Detergent could not revive color in clothing;
- 26 b. Whether Defendant’s marketing of Woolite Laundry Detergent was likely to mislead
27 reasonable consumers; and
- 28 c. The amount of monetary compensation owed by Defendant to class members due to

1 Defendant's deceptive practices.

2 116. Plaintiffs Prescott, Marshall, and Clemmons are members of the putative California
3 Class. The claims asserted by the Plaintiffs in this action are typical of the claims of the members of
4 the putative California Class, as the claims arise from the same course of conduct by the Defendant
5 and the relief sought is common.

6 117. Plaintiffs will fairly and adequately represent and protect the interests of the members
7 of the putative California Class, as their interests coincide with, and are not antagonistic to, the other
8 members of the California Class. Plaintiffs have retained counsel competent and experienced in both
9 consumer protection and class action litigation.

10 118. Certification of the California Class is appropriate pursuant to Fed. R. C. P. 23(b)(2)
11 and (b)(3) because questions of law or fact common to the respective members of the California Class
12 predominate over questions of law or fact affecting only individual members. This predominance
13 makes class litigation superior to any other method available for the fair and efficient adjudication of
14 these claims including consistency of adjudications. Absent a class action it would be highly unlikely
15 that the members of the California Class would be able to protect their own interests because the cost
16 of litigation through individual lawsuits might exceed the expected recovery.

17 119. A class action is a superior method for the adjudication of the controversy in that it
18 will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and
19 without the unnecessary hardship that would result from the prosecution of numerous individual
20 actions and the duplication of discovery, effort, expense, and the burden of the courts that individual
21 actions would create.

22 120. The benefits of proceeding as a class action, including providing a method for
23 obtaining redress for claims that would not be practical to pursue individually, outweigh any
24 difficulties that might be argued with regard to the management of the class action.

25 **B. New York Class** (represented by Plaintiffs Anello and Jimenez)

26 All residents of New York who purchased Woolite Laundry Detergent from February 22,
27 2018 to the present (the "Class Period").

28 121. Excluded from the New York Class are the Defendant, any entity in which Defendant

1 has a controlling interest, and Defendant's officers, directors, legal representatives, successors,
2 subsidiaries, and assigns. Also excluded from the New York Class are any judge, justice, or judicial
3 officer presiding over this matter and the members of their immediate families and judicial staff.

4 122. This action has been brought and may properly be maintained as a class action as it
5 satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
6 requirements.

7 123. Plaintiffs reserve the right to amend the New York Class definition if discovery and
8 further investigation reveal that the New York Class should be expanded, divided into subclasses, or
9 modified in any other way.

10 124. Although the precise number of members of the New York Class is unknown and can
11 only be determined through appropriate discovery, Plaintiffs believe, and on that basis alleges, that
12 the members of the proposed New York Class are so numerous that joinder of all members would be
13 impracticable as many thousands of bottles of Woolite Laundry Detergent were sold in New York
14 during the proposed Class Period.

15 125. Questions of law and fact common to the New York Class exist that predominate over
16 questions affecting only individual members, including *inter alia*:

- 17 a. Whether Defendant misrepresented material facts about Woolite Laundry Detergent,
18 including the fact that Woolite Laundry Detergent could not revive color in clothing;
19 b. Whether Defendant's marketing of Woolite Laundry Detergent was likely to mislead
20 reasonable consumers; and
21 c. The amount of monetary compensation owed by Defendant to class members due to
22 Defendant's deceptive practices.

23 126. Plaintiffs Anello and Jimenez are members of the putative New York Class. The
24 claims asserted by the Plaintiffs in this action are typical of the claims of the members of the putative
25 New York Class, as the claims arise from the same course of conduct by the Defendant and the relief
26 sought is common.

27 127. Plaintiffs will fairly and adequately represent and protect the interests of the members
28 of the putative New York Class, as their interests coincide with, and are not antagonistic to, the other

1 members of the New York Class. Plaintiffs have retained counsel competent and experienced in both
2 consumer protection and class action litigation.

3 128. Certification of the New York Class is appropriate pursuant to Fed. R. C. P. 23(b)(2)
4 and (b)(3) because questions of law or fact common to the respective members of the New York
5 Class predominate over questions of law or fact affecting only individual members. This
6 predominance makes class litigation superior to any other method available for the fair and efficient
7 adjudication of these claims including consistency of adjudications. Absent a class action it would be
8 highly unlikely that the members of the New York Class would be able to protect their own interests
9 because the cost of litigation through individual lawsuits might exceed the expected recovery.

10 129. A class action is a superior method for the adjudication of the controversy in that it
11 will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and
12 without the unnecessary hardship that would result from the prosecution of numerous individual
13 actions and the duplication of discovery, effort, expense, and the burden of the courts that individual
14 actions would create.

15 130. The benefits of proceeding as a class action, including providing a method for
16 obtaining redress for claims that would not be practical to pursue individually, outweigh any
17 difficulties that might be argued with regard to the management of the class action.

18 **C. Washington Class** (represented by Plaintiff Ladd)

19 All residents of Washington who purchased Woolite Laundry Detergent from February 22,
20 2017 to the present (the “Class Period”).

21 131. Excluded from the Washington Class are the Defendant, any entity in which
22 Defendant has a controlling interest, and Defendant’s officers, directors, legal representatives,
23 successors, subsidiaries, and assigns. Also excluded from the Washington Class are any judge,
24 justice, or judicial officer presiding over this matter and the members of their immediate families and
25 judicial staff.

26 132. This action has been brought and may properly be maintained as a class action as it
27 satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
28 requirements.

1 133. Plaintiffs reserve the right to amend the Washington Class definition if discovery and
2 further investigation reveal that the Washington Class should be expanded, divided into subclasses, or
3 modified in any other way.

4 134. Although the precise number of members of the Washington Class is unknown and
5 can only be determined through appropriate discovery, Plaintiffs believe, and on that basis alleges,
6 that the members of the proposed Washington Class are so numerous that joinder of all members
7 would be impracticable as many thousands of bottles of Woolite Laundry Detergent were sold in
8 Washington during the proposed Class Period.

9 135. Questions of law and fact common to the Washington Class exist that predominate
10 over questions affecting only individual members, including *inter alia*:

- 11 a. Whether Defendant misrepresented material facts about Woolite Laundry Detergent,
12 including the fact that Woolite Laundry Detergent could not revive color in clothing;
13 b. Whether Defendant's marketing of Woolite Laundry Detergent was likely to mislead
14 reasonable consumers; and
15 c. The amount of monetary compensation owed by Defendant to class members due to
16 Defendant's deceptive practices.

17 136. Plaintiff Ladd is a member of the putative Washington Class. The claims asserted by
18 Plaintiff Ladd in this action are typical of the claims of the members of the putative Washington
19 Class, as the claims arise from the same course of conduct by the Defendant and the relief sought is
20 common.

21 137. Plaintiffs will fairly and adequately represent and protect the interests of the members
22 of the putative Washington Class, as their interests coincide with, and are not antagonistic to, the
23 other members of the Washington Class. Plaintiffs have retained counsel competent and experienced
24 in both consumer protection and class action litigation.

25 138. Certification of the Washington Class is appropriate pursuant to Fed. R. C. P. 23(b)(2)
26 and (b)(3) because questions of law or fact common to the respective members of the Washington
27 Class predominate over questions of law or fact affecting only individual members. This
28 predominance makes class litigation superior to any other method available for the fair and efficient

1 adjudication of these claims including consistency of adjudications. Absent a class action it would be
2 highly unlikely that the members of the Washington Class would be able to protect their own interests
3 because the cost of litigation through individual lawsuits might exceed the expected recovery.

4 139. A class action is a superior method for the adjudication of the controversy in that it
5 will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and
6 without the unnecessary hardship that would result from the prosecution of numerous individual
7 actions and the duplication of discovery, effort, expense, and the burden of the courts that individual
8 actions would create.

9 140. The benefits of proceeding as a class action, including providing a method for
10 obtaining redress for claims that would not be practical to pursue individually, outweigh any
11 difficulties that might be argued with regard to the management of the class action.

12 **D. Massachusetts Class** (represented by Plaintiffs Kittredge and Graciale)

13 All residents of Massachusetts who purchased Woolite Laundry Detergent from February 22,
14 2017 to the present (the “Class Period”).

15 141. Excluded from the Massachusetts Class are the Defendant, any entity in which
16 Defendant has a controlling interest, and Defendant’s officers, directors, legal representatives,
17 successors, subsidiaries, and assigns. Also excluded from the Massachusetts Class are any judge,
18 justice, or judicial officer presiding over this matter and the members of their immediate families and
19 judicial staff.

20 142. This action has been brought and may properly be maintained as a class action as it
21 satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
22 requirements.

23 143. Plaintiffs reserve the right to amend the Massachusetts Class definition if discovery
24 and further investigation reveal that the Massachusetts Class should be expanded, divided into
25 subclasses, or modified in any other way.

26 144. Although the precise number of members of the Massachusetts Class is unknown and
27 can only be determined through appropriate discovery, Plaintiffs believe, and on that basis alleges,
28 that the members of the proposed Massachusetts Class are so numerous that joinder of all members

1 would be impracticable as many thousands of bottles of Woolite Laundry Detergent were sold in
2 Massachusetts during the proposed Class Period.

3 145. Questions of law and fact common to the Massachusetts Class exist that predominate
4 over questions affecting only individual members, including *inter alia*:

- 5 a. Whether Defendant misrepresented material facts about Woolite Laundry Detergent,
6 including the fact that Woolite Laundry Detergent could not revive color in clothing;
- 7 b. Whether Defendant's marketing of Woolite Laundry Detergent was likely to mislead
8 reasonable consumers; and
- 9 c. The amount of monetary compensation owed by Defendant to class members due to
10 Defendant's deceptive practices.

11 146. Plaintiffs Kittredge and Graciale are member of the putative Massachusetts Class. The
12 claims asserted by Plaintiffs Kittredge and Graciale in this action are typical of the claims of the
13 members of the putative Massachusetts Class, as the claims arise from the same course of conduct by
14 the Defendant and the relief sought is common.

15 147. Plaintiffs will fairly and adequately represent and protect the interests of the members
16 of the putative Massachusetts Class, as their interests coincide with, and are not antagonistic to, the
17 other members of the Massachusetts Class. Plaintiffs have retained counsel competent and
18 experienced in both consumer protection and class action litigation.

19 148. Certification of the Massachusetts Class is appropriate pursuant to Fed. R. C. P.
20 23(b)(2) and (b)(3) because questions of law or fact common to the respective members of the
21 Massachusetts Class predominate over questions of law or fact affecting only individual members.
22 This predominance makes class litigation superior to any other method available for the fair and
23 efficient adjudication of these claims including consistency of adjudications. Absent a class action it
24 would be highly unlikely that the members of the Massachusetts Class would be able to protect their
25 own interests because the cost of litigation through individual lawsuits might exceed the expected
26 recovery.

27 149. A class action is a superior method for the adjudication of the controversy in that it
28 will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and

1 without the unnecessary hardship that would result from the prosecution of numerous individual
2 actions and the duplication of discovery, effort, expense, and the burden of the courts that individual
3 actions would create.

4 150. The benefits of proceeding as a class action, including providing a method for
5 obtaining redress for claims that would not be practical to pursue individually, outweigh any
6 difficulties that might be argued with regard to the management of the class action.

7
8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **CALIFORNIA UNFAIR COMPETITION LAW**

Cal. Bus. & Prof. Code § 17200, *Et Seq.*

11 (Asserted by Plaintiffs Prescott, Marshall, and Clemmons on behalf of the California Class)

12 151. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained
13 above.

14 152. Reckitt Benckiser violated California's Unfair Competition Law (UCL), Cal. Bus. &
15 Prof. Code §17200 et seq., by engaging in the fraudulent business acts and practices alleged
16 previously, and as further specified below.

17 153. Reckitt Benckiser's misrepresentations constitute a fraudulent practice under the UCL,
18 as they deceived Plaintiffs and Class members into believing that Woolite Laundry Detergent revives
19 colors in clothing.

20 154. Reckitt Benckiser's misrepresentations that Woolite Laundry Detergent revives color
21 in clothing are likely to mislead reasonable consumers acting reasonably under the circumstances.

22 155. Plaintiffs have standing to bring these claims under the UCL because they were
23 injured and lost money or property, including but not limited to money paid for Woolite Laundry
24 Detergent, as a result of Woolite's fraudulent business practices. Among other things, Plaintiffs
25 would not have purchased Woolite Laundry Detergent if Reckitt Benckiser had not disseminated the
26 fraudulent representations described above.

27 156. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs seek equitable relief to restore
28 to the Class all money Reckitt Benckiser may have acquired by means of its fraudulent business
practices.

1 157. Plaintiffs request an award of other equitable relief as is necessary to protect the
2 interests of the Class.

3 **SECOND CAUSE OF ACTION**
4 **CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

5 Cal. Civ. Code § 1750, *Et Seq.*

6 (Asserted by Plaintiffs Prescott, Marshall, and Clemmons on behalf of the California Class)

7 158. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained
8 above.

9 159. Defendant is a “person” within the meaning of California Civil Code §§ 1761(c) and
10 1770.

11 160. The Woolite Laundry Detergent sold are “goods” within the meaning of California
12 Civil Code §§ 1761(a) and 1770.

13 161. Defendant’s customers, including the named Plaintiffs and members of the California
14 Class, are “consumers” within the meaning of California Civil Code §§ 1761(d) and 1770.

15 162. Each purchase of Defendant’s Woolite Laundry Detergent by a Plaintiff and each
16 California Class member constitutes a “transaction” within the meaning of California Civil Code §§
17 1761(e) and 1770.

18 163. Pursuant to California Civil Code § 1780(d), Plaintiff Prescott has filed an affidavit,
19 attached hereto, stating facts showing that the action has been commenced in a proper place.

20 164. Plaintiffs and each California Class member purchased goods from Defendant that
21 were primarily for personal, family, or household purposes.

22 165. The Consumers Legal Remedies Act (“CLRA”) makes it unlawful for a company to,
23 *inter alia*:

24 a. Represent that goods have characteristics or benefits which they do not have. CAL.
25 CIV. CODE § 1770(a)(5).

26 b. Represent that goods are of a particular standard, quality, or grade, if they are of
27 another. CAL. CIV. CODE § 1770(a)(7).

28 166. Throughout the Class Period, Defendant violated and continues to violate the above-
mentioned provisions by engaging in the actions and misrepresentations described herein.

167. Defendant violated the CLRA by representing that Woolite Laundry Detergent revives

1 color in clothing when Defendant knew, or should have known, that that those representations are
2 unsubstantiated, false, and misleading.

3 168. Based on Defendant's representations, Plaintiffs believed that Woolite Laundry
4 Detergent revives color in clothing.

5 169. Plaintiffs would not have purchased Woolite Laundry Detergent, but for Defendant's
6 misleading representations that Woolite Laundry Detergent revives color in clothing.

7 170. Plaintiffs were injured in fact, lost money, and suffered damages as a result of
8 Defendant's misrepresentations. Plaintiffs paid for Woolite Laundry Detergent that revives color in
9 clothing but did not receive Woolite Laundry Detergent that revives color in clothing.

10 171. In accordance with Civil Code § 1780(a)(2), Plaintiffs and the California Class seek
11 equitable relief for Defendant's violations of the CLRA.

12 172. Consistent with Civil Code § 1782(a), Plaintiff Prescott, through counsel, sent a
13 written notice and demand by certified mail to Defendant Reckitt Benckiser. Defendant was served
14 with the written notice and demand on April 1, 2020. Thus, the notice period has expired, and
15 Defendant has not responded to the written notice and demand nor has Defendant provided any
16 remedy or relief to Plaintiff Prescott.

17 173. Pursuant to Civil Code § 1780(a), Plaintiffs and the Class seek an award of actual
18 damages, restitution, punitive damages, and any other relief that the court deems proper.

19 174. Plaintiffs further seek costs and reasonable attorneys' fees under Civil Code section
20 1780(e).

21
22 **THIRD CAUSE OF ACTION**
QUASI-CONTRACT CLAIM FOR RESTITUTION

(Asserted by Plaintiffs Prescott, Marshall, and Clemmons on behalf of the California Class)

23 175. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained
24 above.

25 176. Plaintiffs seek restitution in quasi contract.

26 177. Reckitt Benckiser's misrepresentations described above (that Woolite Laundry
27 Detergent revives/renews colors in clothing) make Woolite Laundry Detergent appear more valuable
28

1 than it really is – leading Plaintiffs and the Class to pay more to Reckitt Benckiser than they
2 otherwise would have paid.

3 178. Reckitt Benckiser knew about, accepted, and benefited from Plaintiffs’ and Class
4 members’ purchase of Woolite Laundry Detergent.

5 179. Under these circumstances, it would be inequitable for Reckitt Benckiser to benefit
6 from its misrepresentations about Woolite Laundry Detergent and Reckitt Benckiser’s persistent
7 failure to remove the misrepresentations.

8 180. To avoid injustice, Plaintiffs and the Class seek restitution and/or disgorgement of
9 profits in an amount to be proven at trial.

10 **FOURTH CAUSE OF ACTION**
11 **NEW YORK GENERAL BUS. LAW § 349**

N.Y. General Bus. L. § 349, *et seq*

12 (Asserted by Plaintiffs Anello and Jimenez on behalf of the New York Class)

13 181. Plaintiffs re-allege and incorporates by reference herein all of the allegations contained
14 above.

15 182. New York Plaintiffs and the New York Class members are “persons” within the
16 meaning of New York General Business Law 349(h). N.Y. Gen. Bus. Law § 349(h).

17 183. Reckitt Benckiser is a “person,” “firm,” “corporation,” or “association” within the
18 meaning of N.Y. Gen. Bus. Law § 349.

19 184. Reckitt Benckiser’s actions, as set forth herein, occurred in the conduct of business,
20 trade or commerce.

21 185. N.Y. General Bus. L. § 349, *et seq.* (“GBL § 349”) prohibits “deceptive acts or
22 practices in the conduct of any business, trade or commerce in the furnishing of any service in [New
23 York].”

24 186. As fully alleged above, throughout the Class Period Reckitt Benckiser advertised,
25 marketed, distributed, and/or sold Woolite laundry detergent with claims that they renew and/or
26 revive color in clothing when the Defendant knew, or should have known, that those
27 representations were unsubstantiated, false, and misleading. Thereby engaging in deceptive acts and
28

1 practices in violation of New York’s General Bus. Law § 349.

2 187. Based on Defendant’s representations, Plaintiffs believed that Woolite Laundry
3 Detergent revives color in clothing. Defendant’s marketing and advertising of Woolite Laundry
4 Detergent was likely to mislead reasonable consumers acting reasonably under the circumstances.

5 188. Reckitt Benckiser’s omission of the material fact that its Woolite Laundry Detergent
6 did not revive color was likely to mislead reasonable consumers acting reasonably under the
7 circumstances.

8 189. Plaintiffs would not have purchased Woolite Laundry Detergent, but for Defendant’s
9 misleading representations that Woolite Laundry Detergent revives color in clothing.

10 190. Reckitt Benckiser’s unfair and deceptive acts or practices occurred repeatedly in
11 Reckitt Benckiser’s trade or business, were capable of deceiving a substantial portion of the
12 purchasing public, causing them to overpay for Woolite Laundry Detergent thereby injuring the
13 public.

14 191. Plaintiffs were injured in fact, lost money, and suffered damages as a result of
15 Defendant’s misrepresentations. Plaintiffs paid for Woolite Laundry Detergent that revives color in
16 clothing but did not receive Woolite Laundry Detergent that revives color in clothing.

17 192. Due to Reckitt Benckiser’s color renewal misrepresentations, Plaintiffs and New York
18 Class members paid higher prices (a price premium) for Woolite Laundry Detergent than they would
19 have paid absent the color renewal misrepresentations.

20 193. Plaintiffs would not have purchased Woolite Laundry Detergent from Reckitt
21 Benckiser had they known the laundry detergent did not actually renew or revive color.

22 194. Plaintiffs and Class members seek restitution for monies wrongfully obtained,
23 disgorgement of ill-gotten revenues and/or profits, statutory damages, actual damages or \$50.00,
24 whichever is greater, attorney’s fees and other relief allowable under GBL § 349.
25

26
27 **FIFTH CAUSE OF ACTION**
28 **NEW YORK GENERAL BUS. LAW § 350**
N.Y. General Bus. L. § 350, *et seq*
(Asserted by Plaintiffs Anello and Jimenez on behalf of the New York Class)

1 195. Plaintiffs re-allege and incorporates by reference herein all of the allegations contained
2 above.

3 196. N.Y. General Bus. L. § 350, *et seq.* (“GBL § 350”) makes “[f]alse advertising in the
4 conduct of any business, trade or commerce or in the furnishing of any service” in New York
5 unlawful. GBL § 350 provides that “[i]n determining whether any advertising is misleading, there
6 shall be taken into account (among other things) not only representations made by statement, word,
7 device, sound or any combination thereof, but also the extent to which the advertising fails to reveal
8 facts material in the light of such representations with respect to the commodity ... to which the
9 advertising relates under the conditions prescribed in said advertisement, or under such conditions as
10 are customary and usual.”

11 197. As fully alleged above, throughout the Class Period Reckitt Benckiser advertised,
12 marketed, distributed, and/or sold Woolite laundry detergent with claims that they renew and/or
13 revive color in clothing when the Defendant knew, or should have known, that that those
14 representations were unsubstantiated, false, and misleading. Thereby engaging in deceptive acts and
15 practices in violation of New York’s General Bus. Law § 350.

16 198. Based on Defendant’s representations, Plaintiffs believed that Woolite Laundry
17 Detergent revives color in clothing. Defendant’s marketing and advertising of Woolite Laundry
18 Detergent was likely to mislead reasonable consumers acting reasonably under the circumstances.

19 199. Reckitt Benckiser’s omission of the material fact that its Woolite Laundry Detergent
20 did not renew or revive color was likely to mislead reasonable consumers acting reasonably under the
21 circumstances.

22 200. Plaintiffs would not have purchased Woolite Laundry Detergent, but for Defendant’s
23 misleading representations that Woolite Laundry Detergent revives color in clothing.

24 201. Reckitt Benckiser’s unfair and deceptive acts or practices occurred repeatedly in
25 Reckitt Benckiser’s trade or business, were capable of deceiving a substantial portion of the
26 purchasing public, causing them to overpay for Woolite Laundry Detergent thereby injuring the
27 public.

28

1 202. Plaintiffs were injured in fact, lost money, and suffered damages as a result of
2 Defendant’s misrepresentations. Plaintiffs paid for Woolite Laundry Detergent that revives color in
3 clothing but did not receive Woolite Laundry Detergent that revives color in clothing.

4 203. Due to Reckitt Benckiser’s color renewal misrepresentations, Plaintiffs and New York
5 Class members paid higher prices (a price premium) for Woolite Laundry Detergent than they would
6 have paid absent the color renewal misrepresentations.

7 204. Plaintiffs would not have purchased Woolite Laundry Detergent from Reckitt
8 Benckiser had they known the laundry detergent did not actually renew or revive color.

9 205. Plaintiffs and Class members seek restitution for monies wrongfully obtained,
10 disgorgement of ill-gotten revenues and/or profits, actual damages or \$500.00, whichever is greater,
11 attorney’s fees and other relief allowable under GBL § 350.

12 **SIXTH CAUSE OF ACTION**
13 **WASHINGTON CONSUMER PROTECTION ACT**

14 Wash. Rev. Code § 19.86.010, *et seq*

15 (Asserted by Plaintiff Ladd on behalf of the Washington Class)

16 206. Plaintiffs re-allege and incorporates by reference herein all of the allegations contained
17 above.

18 207. Washington Plaintiff, the Washington Class members, and Reckitt Benckiser are
19 “persons” within the meaning of Wash. Rev. Code § 19.86.010(2).

20 208. Reckitt Benckiser committed the acts complained of herein in the course of “trade” or
21 “commerce” within the meaning of Wash. Rev. Code § 19.96.010.

22 209. Washington’s Consumer Protection Act, Wash. Rev. Code § 19.86.010 *et seq.*
23 (“CPA”) prohibits any person from using “unfair methods of competition or deceptive acts or
24 practices in the conduct of any trade or commerce.” Wash. Rev. Code § 19.86.020.

25 210. As fully alleged above, throughout the Class Period Reckitt Benckiser advertised,
26 marketed, distributed, and/or sold Woolite laundry detergent with claims that they renew and/or
27 revive color in clothing when the Defendant knew, or should have known, that that those
28 representations were unsubstantiated, false, and misleading. Thereby engaging in deceptive acts and
practices in violation of Washington’s CPA.

1 211. Based on Defendant’s representations, Plaintiff Ladd believed that Woolite Laundry
2 Detergent revives color in clothing. Defendant’s marketing and advertising of Woolite Laundry
3 Detergent was likely to mislead reasonable consumers acting reasonably under the circumstances.

4 212. Reckitt Benckiser’s omission of the material fact that its Woolite Laundry Detergent
5 did not revive color was likely to mislead reasonable consumers acting reasonably under the
6 circumstances.

7 213. Plaintiff Ladd would not have purchased Woolite Laundry Detergent, but for
8 Defendant’s misleading representations that Woolite Laundry Detergent revives color in clothing.

9 214. Reckitt Benckiser’s unfair and deceptive acts or practices occurred repeatedly in
10 Reckitt Benckiser’s trade or business, were capable of deceiving a substantial portion of the
11 purchasing public, causing them to overpay for Woolite Laundry Detergent thereby injuring the
12 public.

13 215. Plaintiff Ladd was injured in fact, lost money, and suffered damages as a result of
14 Defendant’s misrepresentations. Plaintiff Ladd paid for Woolite Laundry Detergent that revives color
15 in clothing but did not receive Woolite Laundry Detergent that revives color in clothing.

16 216. Due to Reckitt Benckiser’s color renewal misrepresentations, Plaintiff Ladd and
17 Washington Class members paid higher prices (a price premium) for Woolite Laundry Detergent than
18 they would have paid absent the color renewal misrepresentations.

19 217. Plaintiff Ladd would not have purchased Woolite Laundry Detergent from Reckitt
20 Benckiser had Plaintiff Ladd known Woolite Laundry Detergent does not actually renew or revive
21 color in clothing.

22 218. As a direct and proximate result of Reckitt Benckiser’s unfair and deceptive acts or
23 practices, Washington Plaintiff and the Washington Class members suffered and will continue to
24 suffer injury in fact and/or actual damages.

25 219. Plaintiff Ladd and Class members seek restitution for monies wrongfully obtained,
26 disgorgement of ill-gotten revenues and/or profits, actual damages, treble damages, attorney’s fees
27 and other relief allowable under Wash. Rev. Code § 19.86.090.
28

SEVENTH CAUSE OF ACTION
MASSACHUSETTS GENERAL LAW CHAPTER 93A

Mass. Gen. Law Ch. 93A § 2 and 9

(Asserted by Plaintiffs Kittredge and Graciale on behalf of the Massachusetts Class)

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4 220. Plaintiffs re-allege and incorporates by reference herein all of the allegations contained
5 above.

6 221. Massachusetts Plaintiff and the Massachusetts Class are “persons” within the meaning
7 of Mass. Gen. Law ch. 93A § 9.

8 222. At all times Reckitt Benckiser committed the acts complained of herein in the course
9 of “trade” or “commerce” within the meaning of Mass. Gen. Law ch. 93A § 1.

10 223. Mass. Gen. Law ch. 93A § 2 provides that “[u]nfair methods of competition and unfair
11 or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”
12 Mass. Gen. Law ch. 93A § 2. Mass.

13 224. Gen. Law ch. 93A § 9 permits any consumer injured by a violation of § 2 to bring a
14 civil action, including a class action, for damages.

15 225. As fully alleged above, throughout the Class Period Reckitt Benckiser advertised,
16 marketed, distributed, and/or sold Woolite laundry detergent with claims that they renew and/or
17 revive color in clothing when the Defendant knew, or should have known, that that those
18 representations were unsubstantiated, false, and misleading. Thereby engaging in deceptive acts and
19 practices in violation of Mass. Gen. Law ch. 93A § 2.

20 226. Based on Defendant’s representations, Plaintiffs believed that Woolite Laundry
21 Detergent revives color in clothing. Defendant’s marketing and advertising of Woolite Laundry
22 Detergent was likely to mislead reasonable consumers acting reasonably under the circumstances.

23 227. Reckitt Benckiser’s omission of the material fact that its Woolite Laundry Detergent
24 did not revive color was likely to mislead reasonable consumers acting reasonably under the
25 circumstances.

26 228. Plaintiffs would not have purchased Woolite Laundry Detergent, but for Defendant’s
27 misleading representations that Woolite Laundry Detergent revives color in clothing.

28 229. Reckitt Benckiser’s unfair and deceptive acts or practices occurred repeatedly in

1 Reckitt Benckiser's trade or business, were capable of deceiving a substantial portion of the
2 purchasing public, causing them to overpay for Woolite Laundry Detergent thereby injuring the
3 public.

4 230. Plaintiffs were injured in fact, lost money, and suffered damages as a result of
5 Defendant's misrepresentations. Plaintiffs paid for Woolite Laundry Detergent that revives color in
6 clothing but did not receive Woolite Laundry Detergent that revives color in clothing.

7 231. Due to Reckitt Benckiser's color renewal misrepresentations, Plaintiffs and
8 Massachusetts Class members paid higher prices (a price premium) for Woolite Laundry Detergent
9 than they would have paid absent the color renewal misrepresentations.

10 232. Plaintiffs would not have purchased Woolite Laundry Detergent from Reckitt
11 Benckiser had they known the laundry detergent did not actually renew or revive color in clothing.

12 233. As a direct and proximate result of Reckitt Benckiser's unfair and deceptive acts or
13 practices, Massachusetts Plaintiff and the Massachusetts Class members suffered and will continue to
14 suffer injury in fact and/or actual damages.

15 234. Plaintiffs and Class members seek restitution for monies wrongfully obtained,
16 disgorgement of ill-gotten revenues and/or profits, treble damages, actual damages, treble damages,
17 attorney's fees, costs, and other relief allowable under Mass. Gen. Law ch. 93A § 9.

18
19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiffs request judgment against the Defendant for themselves and the members
21 of each class as follows:

- 22 A. Certification of the requested California, New York, Washington, and
23 Massachusetts Classes pursuant to Fed. R. Civ. P. 23(b)(2) and/or (b)(3);
24 B. Compensatory and actual damages in an amount according to proof at trial;
25 C. Restitution;
26 D. Disgorgement to Plaintiff and the Class of all monies wrongfully obtained and
27 retained by Defendant;
28

- 1 E. Punitive damages;
- 2 F. Treble damages;
- 3 G. Statutory damages, as provided by law;
- 4 H. Prejudgment interest commencing on the date of payment of the charges and
5 continuing through the date of entry of judgment in this action;
- 6 I. Costs and fees incurred in connection with this action, including attorney's
7 fees, expert witness fees, and other costs as provided by law;
- 8 J. Equitable relief; and
- 9 K. Granting such other relief as the Court deems proper.

10 **JURY TRIAL DEMAND**

11 Plaintiff hereby request a jury trial for all issues so triable of right.

12
13 DATED: March 10, 2021

Respectfully submitted,

14 By: /s/ Eric Kafka

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