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8 **UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

9 BRITTANY BOUNTHON, VIVIANNA  
10 RIVERA and GINA ALLEN, individually and  
on behalf of all others similarly situated,

11 Plaintiffs,

12 v.

13 THE PROCTER & GAMBLE COMPANY,  
14

15 Defendant.

CASE NO.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

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1 Plaintiffs Brittany Bounthon, Vivianna Rivera, and Gina Allen, individually, and on behalf  
2 of all others similarly situated (“Plaintiffs”), bring this Class Action Complaint against Defendant  
3 The Procter & Gamble Company (“P&G” or “Defendant”) and allege the following based on  
4 personal knowledge as to themselves, and as to all other matters, upon information and belief,  
5 including investigation conducted by their attorneys.

6 **NATURE OF THE CASE**

7 1. This is a civil class action brought by Plaintiffs on behalf of consumers who  
8 purchased Tampax-branded Pure Cotton tampons (the “Tampon Products” or the “Products”)  
9 for personal hygiene purposes.

10 2. Approximately 5.8 billion tampons were sold in the United States in 2018.<sup>1</sup> In  
11 2020 alone, 34.1 million women in the United States used tampons to manage their  
12 menstruation.<sup>2</sup>

13 3. In recent years there has been increased concern from women about the presence of  
14 chemicals in menstrual products and how these chemicals might affect long-term health.<sup>3</sup> These  
15 concerns arise, in part, from the fact that the vagina and vulva absorb chemicals at a higher rate than  
16 other areas of the body.<sup>4</sup> Accordingly, consumers have begun to demand eco-friendly, natural, and  
17 chemical-free methods of managing menstruation.

18 4. As one of the biggest players in the very lucrative feminine hygiene market, P&G is  
19 keenly aware of increased consumer demand for products which limit unnecessary chemical  
20 exposure. In order to capitalize on this demand, P&G designs, manufactures, advertises,  
21 distributes, and sells personal care products, including the Tampon Products that are the subject

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23 <sup>1</sup> <https://www.nationalgeographic.com/environment/article/how-tampons-pads-became-unsustainable-story-of-plastic/> (last accessed February 20, 2023).

24 <sup>2</sup> <https://www.statista.com/statistics/278085/us-households-usage-of-tampons/> (last accessed  
25 February 20, 2023).

26 <sup>3</sup> See <https://www.theguardian.com/commentisfree/2015/apr/20/tampon-safety-research-legislation>  
27 (last accessed Feb. 20, 2023).

28 <sup>4</sup> See <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3948026/> (last accessed Feb. 20, 2023).

1 of this action.

2 5. Beginning with the name “Tampax Pure Cotton,” along with the “100% ORGANIC  
3 Cotton Core” representation, both of which are in large, bold font on the front and center of the  
4 Tampon Products, Defendant intentionally and knowingly leads consumers to believe that the  
5 Tampon Products are a healthy product for absorbing menstrual fluid, and that they do not  
6 contain any chemicals that are potentially harmful to women’s health<sup>5</sup>:



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19 6. Similarly, on the back label of the Tampon Products, P&G uniformly represents the  
20 Tampon Products as being “THE BEST OF SCIENCE & NATURE” in capitalized font, and  
21 reaffirms that the products contain “100% ORGANIC” cotton<sup>6</sup>:

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26 <sup>5</sup> <https://tampax.com/en-us/all-products/pure-cotton/pure-cotton-regular/> (last accessed Feb. 21,  
27 2023).

28 <sup>6</sup> <https://www.safeway.com/shop/product-details.970308201.html> (last accessed Feb. 21, 2023).

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7. Defendant has intentionally designed the front and back label representations on the Tampon Products, beginning with the name “Tampax Pure Cotton,” along with the “100% ORGANIC” representations, as well as the “THE BEST OF SCIENCE AND NATURE” representation (collectively, the “Pure and Organic Representations”), in order to lead reasonable consumers to believe that the Tampon Products do not contain any potentially harmful chemicals.

8. Reasonable consumers, therefore, fairly and reasonably understand that a product marketed with the Pure and Organic Representations would not contain chemicals known to be harmful to humans or the environment.

9. P&G knows that consumers are concerned with the ingredients in their personal care products, especially products like tampons that are designed to be used internally. Thus, P&G has intentionally utilized its marketing, centering on the Pure and Organic Representations, to drive sales and increase profits, including by targeting health-conscious consumers who reasonably believe that the Products are free from harmful chemicals.

10. However, despite P&G’s consistent and pervasive marketing of the Products as Pure and Organic, Plaintiffs’ independent testing has shown that the Tampon Products contain per- and polyfluoroalkyl substances (“PFAS”), a category of human-made chemicals with a toxic, persistent, and bioaccumulative nature which are associated with numerous health concerns.

1 11. The presence of PFAS chemicals in the Tampon Products is entirely inconsistent  
2 with P&G's uniform Pure and Organic Representations.

3 12. As a result of P&G's misconduct, Plaintiffs and members of the putative classes, as  
4 defined below, have suffered injury in fact in the form of economic damages.

5 13. Plaintiffs bring this suit to halt P&G's dissemination of false and misleading  
6 representations and to correct the false and misleading perceptions that P&G's representations have  
7 created in the minds of reasonable consumers.

8 14. Plaintiffs seek damages, injunctive relief, and other equitable remedies for  
9 themselves and for the proposed classes.

10 **JURISDICTION**

11 15. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §  
12 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more proposed Class  
13 Members; (ii) the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest and  
14 costs; and (iii) there is minimal diversity because Plaintiffs and Defendant are citizens of different  
15 states. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28  
16 U.S.C. § 1367.

17 16. This Court has personal jurisdiction over Defendant because Defendant has  
18 intentionally availed itself of the laws of the United States and the state of California, having  
19 purposefully marketed, advertised and/or sold the Products to consumers across the United States,  
20 including the state of California. Such conduct has a direct, substantial, reasonably foreseeable,  
21 and intended effect of causing injury to persons throughout the United States, including in the  
22 state of California.

23 **VENUE**

24 17. In accordance with 28 U.S.C. § 1391, venue is proper in this District because a  
25 substantial part of the conduct giving rise to Plaintiffs' claims occurred in this District, Defendant  
26 transacts business in this District, and Defendant has intentionally availed itself of the laws and  
27 markets within this District.

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**DIVISIONAL ASSIGNMENT**

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2 18. Plaintiff Brittany Bounthon purchased the Tampon Products in Dublin, California,  
3 Emeryville, California, and San Francisco, California. Accordingly, pursuant to Civil Local Rule 3-  
4 2(d), this action can be assigned to the Oakland Division or San Francisco Division.

**PARTIES**

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6 19. Plaintiff Brittany Bounthon is a citizen of the state of California and resides in San  
7 Leandro, California.

8 20. Plaintiff Vivianna Rivera is a citizen of the state of California and resides in Fontana,  
9 California.

10 21. Plaintiff Gina Allen is a citizen of the state of California and resides in Sun City,  
11 California.

12 22. Defendant The Proctor & Gamble Company is a Delaware corporation with its  
13 principal place of business located in Cincinnati, Ohio.

**FACTUAL ALLEGATIONS**

14  
15 23. Tampons are a method of absorbing menstrual flow that are worn internally by  
16 inserting them into the vagina.<sup>7</sup>

17 24. In the 1930s, the first tampons were sold to consumers under the brand name  
18 “Tampax.”<sup>8</sup>

19 25. Since introducing the first commercial tampon, the Tampax brand has continued to  
20 dominate the feminine hygiene market with a 29% global market share. In fact, in 2019 alone, 4.5  
21 billion boxes of Tampax tampons were sold worldwide.<sup>9</sup>

22 26. Thus, Tampax is indisputably one of the most well recognized—and highly trusted—  
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24 <sup>7</sup> <https://www.fda.gov/consumers/consumer-updates/facts-tampons-and-how-use-them-safely> (last  
accessed Feb. 20, 2023).

25 <sup>8</sup> <https://www.theatlantic.com/health/archive/2015/06/history-of-the-tampon/394334/> (last  
26 accessed Feb. 2, 2023).

27 <sup>9</sup> [https://www.theguardian.com/society/2020/feb/11/tampon-wars-the-battle-to-overthrow-the-](https://www.theguardian.com/society/2020/feb/11/tampon-wars-the-battle-to-overthrow-the-tampax-empire)  
28 [tampax-empire](https://www.theguardian.com/society/2020/feb/11/tampon-wars-the-battle-to-overthrow-the-tampax-empire) (last accessed Feb. 20, 2023).

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1 brands of feminine hygiene products currently on the market.

2 27. In 1997, P&G—a consumer goods corporation specializing in personal care  
3 products—purchased Tampax.<sup>10</sup> P&G continues to design, manufacture, market, and sell tampons  
4 under the Tampax brand name.

5 28. Despite their widespread use, health concerns about feminine hygiene products date  
6 back to the 1980s, when tampons were first linked to toxic shock syndrome, a potentially life-  
7 threatening condition.<sup>11</sup> From the time toxic shock syndrome was first linked to tampons, and  
8 continuing to the present time, Tampax has continuously worked to reassure consumers about the  
9 safety of its products.

10 29. Currently, there is significant public health concern about the chemicals used in  
11 feminine hygiene products.<sup>12</sup> Potential negative health effects stemming from the chemicals in  
12 tampons and pads, in addition to environmental concerns related to single-use plastics, have caused  
13 many women to seek out alternative menstrual hygiene products, including those that limit their  
14 exposure to unnecessary and potentially harmful chemicals and reduce plastic waste. In the past  
15 decade, in response to this consumer demand, various new brands have begun to offer menstrual  
16 products which are marketed as more ethical and ecologically friendly than traditional feminine  
17 hygiene brands like Tampax.<sup>13</sup>

18 30. As an undisputed leader in the menstrual products market, Tampax is well aware that  
19 consumers are looking for eco-friendly and safe ways to deal with menstruation.<sup>14</sup> Tampax’s  
20

21 <sup>10</sup> <https://en.wikipedia.org/wiki/Tampax> (last accessed Feb. 20, 2023).

22 <sup>11</sup> <https://my.clevelandclinic.org/health/diseases/15437-toxic-shock-syndrome> (last accessed Feb.  
23 20, 2023).

24 <sup>12</sup> [https://www.womensvoices.org/2018/06/05/new-tampon-testing-reveals-undisclosed-  
25 carcinogens-and-reproductive-toxins/](https://www.womensvoices.org/2018/06/05/new-tampon-testing-reveals-undisclosed-carcinogens-and-reproductive-toxins/) (last accessed Feb. 20, 2023).

26 <sup>13</sup> [https://www.theguardian.com/society/2020/feb/11/tampon-wars-the-battle-to-overthrow-the-  
27 tampax-empire](https://www.theguardian.com/society/2020/feb/11/tampon-wars-the-battle-to-overthrow-the-tampax-empire) (last accessed Feb. 20, 2023).

28 <sup>14</sup> <https://www.cnn.com/2019/05/21/business/tampon-organic-tampax-pure> (last accessed Feb. 20,  
2023).

1 ongoing strategy to capture a share of the natural menstrual care market is apparent from a 2019  
 2 statement by Tampax executive Amy Krajewski, who recognized: “[I]t was clear that there was still  
 3 a big unmet need in the natural menstrual category—an option that worked well.”<sup>15</sup>

4 31. In an effort to keep up with its new competitors and respond to changing consumer  
 5 preferences, Tampax introduced its first organic tampon in 2019—the Tampax Pure Cotton.<sup>16</sup>

6 32. Tampax’s pervasive marketing of the Pure Cotton Tampons as a safe, natural choice  
 7 for feminine hygiene is summarized in its May 21, 2019 press release, which introduced the Tampon  
 8 Products to consumers with the following representations:

- 9 a. “No Compromise—PURE offers people the ingredients they want with the  
 10 trusted protection they expect from Tampax...”  
 11 b. “Afraid that natural products will disappoint? Not anymore.”  
 12 c. “Users can feel good about the ingredients, and trust that our product  
 13 works.”  
 14 d. “PURE was created to make sure people have the choices they want when it  
 15 comes to period protection.”  
 16 e. “simple ingredients”<sup>17</sup>

17 33. P&G currently sells Tampax tampons, including the Pure Cotton Tampons, in retail  
 18 stores throughout the country, including at drug and grocery stores such as Walgreens, CVS, Target,  
 19 Kroger, and Walmart.

20 ***Defendant’s False and Deceptive Advertising***

21 34. As discussed above, P&G uniformly represents the Tampon Products with the  
 22 Pure and Organic Representations that confirm for the reasonable consumer that they are free

23 \_\_\_\_\_  
 24 <sup>15</sup> <https://www.businesswire.com/news/home/20190521005496/en/Tampax-PURE---The-Organic-Tampon-Youve-Been-Waiting-For> (last accessed Feb. 20, 2023).

25 <sup>16</sup> <https://www.cnn.com/2019/05/21/business/tampon-organic-tampax-pure> (last accessed Feb. 20,  
 26 2023).

27 <sup>17</sup> <https://www.businesswire.com/news/home/20190521005496/en/Tampax-PURE---The-Organic-Tampon-Youve-Been-Waiting-For> (last accessed Feb. 21, 2023).  
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1 from artificial ingredients such as PFAS.

2 35. The Pure and Organic representations appear prominently on the Products’ front  
3 label, which is adorned with illustrations of cotton plants to underscore the Pure and Organic  
4 nature of the Products<sup>18</sup>.



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19 36. Likewise, the Tampon Products’ back label<sup>19</sup> contains the Pure and Organic  
20 representations, which are further bolstered by the inclusion of the phrase, “The Best of Science &  
21 Nature,” along with representations that the Tampon Products are made with high-quality organic  
22 and plant-based ingredients:

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26 <sup>18</sup> <https://tampax.com/en-us/all-products/pure-cotton/pure-cotton-regular/> (last accessed Feb. 21,  
27 2023).

28 <sup>19</sup> <https://www.safeway.com/shop/product-details.970308201.html> (last accessed Feb. 21, 2023).

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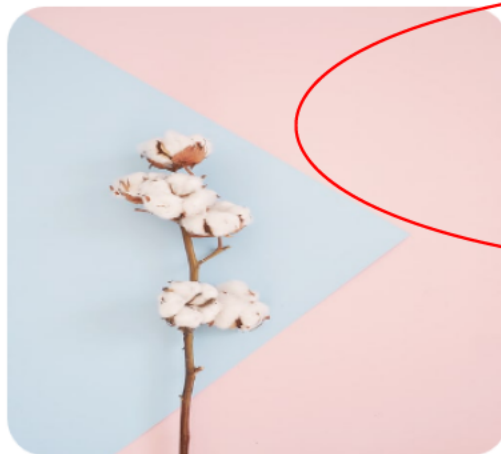
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37. The packaging's side panel contains similar representations, along with the Products' ingredients, which are listed as: cotton, polypropylene, polyester, glycerin, paraffin, and titanium dioxide. Nowhere on the Products' packaging does P&G disclose the presence of PFAS.

1 38. In fact, P&G uses its official website and social media channels to uniformly reassure  
2 consumers that it “relentlessly pursue[s] the best ingredients that can be used safely from both  
3 science and nature”<sup>20</sup>:

## 4 **Nothing but the best ingredients**



7 At Tampax, we believe your vagina deserves  
8 the best. We relentlessly pursue the best  
9 ingredients that can be used safely from  
10 both science and nature, and we  
11 continuously assess every finished product to  
12 ensure safety. For example, rayon is a  
13 synthetic material derived from purified  
14 wood pulp and is processed into an  
15 absorbent cellulose fiber. Its unique fiber  
16 shape (trilobal rayon) is specifically designed  
17 for tampons. It absorbs fluid quickly and  
18 expands to help stop leaks. Natural cotton is

19 an ideal absorbant fiber that provides the period protection we all need. Some tampons use  
20 a combination of natural cotton and rayon fibers that help provide the ideal absorbency  
21 level for your flow.

22 39. Even further, P&G promises that the Products contain “only the ingredients you  
23 need.”<sup>21</sup>

## 24 **Purposeful design, intentional ingredients**

25 Our products are designed to give you the comfort and protection you want with only the  
26 ingredients you need.

27 40. P&G corroborates its Pure and Organic Representations on its website, where it

28 <sup>20</sup> <https://tampax.com/en-us/about/ingredients/what-tampons-are-made-of/> (last accessed Feb. 21, 2023).

<sup>21</sup> *Id.*

1 explains how the cotton used in the Tampon Products is purified<sup>22</sup>:

2 **Cotton is Purified**

3  
4 Tampax Pure Cotton is processed free from elemental chlorine and free from  
5 chlorine dioxide. The cotton used in Tampax tampons is purified using a  
6 Totally Chlorine Free (TCF) process.

7 The purification process also removes:

- 8 • The natural waxes & oils, so cotton is more absorbent
- 9 • Natural colorants and contaminants, so cotton is purified

10  
11 41. P&G specifically states that the cotton used in the Tampon Products is purified to  
12 remove contaminants, leading reasonable consumers to conclude that extra care has been taken to  
13 remove any harmful ingredients.

14 42. P&G also represents to consumers that the Products are thoroughly tested and  
15 evaluated before reaching consumers, including by independent certification, to ensure that the  
16 Products do not contain harmful chemicals<sup>23</sup>:

17 **Cotton is Tested**

18 Quality and safety are at the heart of everything we do, and our products are  
19 thoroughly evaluated before they reach consumers. We follow a rigorous 4-  
20 step safety process to ensure that our products do not contain harmful  
21 chemicals and test our products for skin sensitivity.

22 The cotton in our Tampax products have been certified by the independent  
23 label OEKO-TEX® Standard 100 since 2018, which tests for the presence of  
hundreds of substances for their safe use in period products.

24 Tampax Pure Cotton tampons contain 100% organic cotton core. The  
25 OCS100 Standard credential certifies that the absorbent core is 100%  
organic cotton, validating the integrity and quality of our organic fibers.

26  
27 <sup>22</sup> <https://tampax.com/en-us/all-products/pure-cotton/> (last accessed Feb. 21, 2023).

28 <sup>23</sup> *Id.*

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1 43. Because P&G knows that safety is material to consumers—especially when using a  
2 product that is designed to be used internally in the body—the Tampax website even outlines the  
3 specific details of its 4-step safety process for creating the Products<sup>24</sup>:

## 4 **4 Step Safety Process**

5  
6 At Tampax, the safety of our ingredients and materials is the most important choice we  
7 make for our products.

### 8 **1 DOUBT** 9 The Foundation

10 When we explore ingredient options or work with our suppliers, we ask questions, just like  
11 you. We review all existing safety information and if we can't be sure that it can be used  
12 safely, we won't use it.

### 13 **2 DEFINE** 14 Safe Range

15 Our PhD scientists and outside experts help us define a safe level for each ingredient.  
16 Almost everything in the world has a safe and an unsafe level or limit, including life-  
17 sustaining basics like sunlight, oxygen and water.

### 18 **3 DETERMINE** 19 Safe Product Use

20 We rely on analytical data in combination with supplier information to ensure that the  
21 amount of an ingredient is within the safe limits.

### 22 **4 DILIGENCE** 23 Monitor Use and New Information

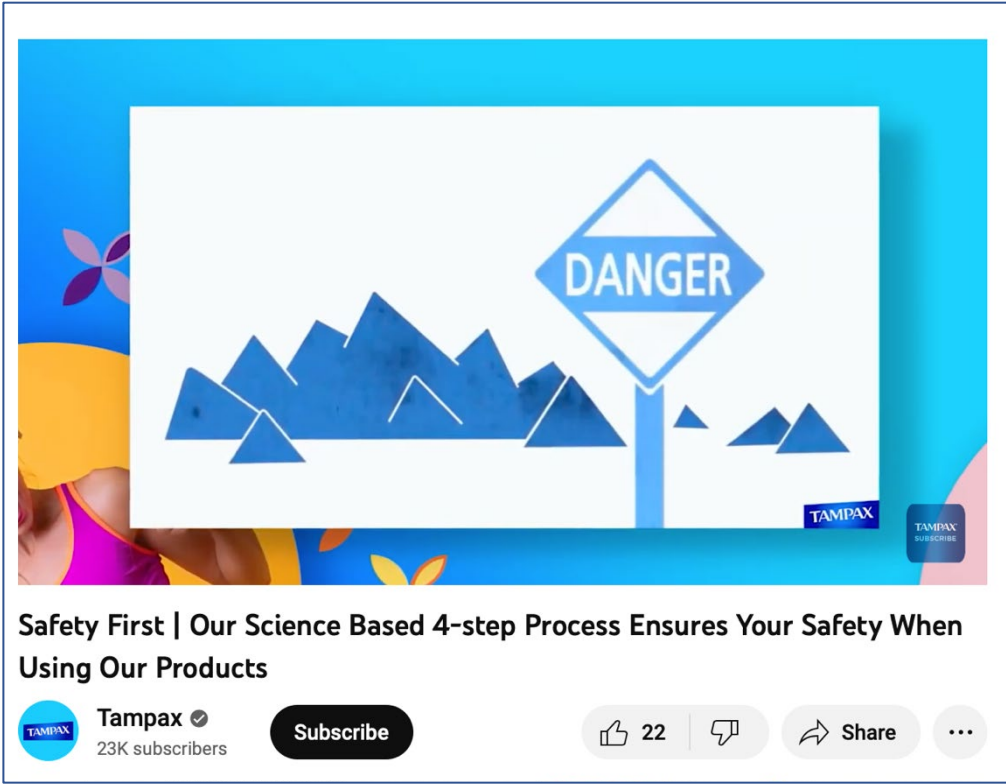
24 Perspective on an ingredient's safety can change, sometimes seemingly overnight. That's  
25 why we review new literature, assess consumer comments and connect with experts to stay  
26 on top of the science.

27  
28 <sup>24</sup> <https://tampax.com/en-us/about/ingredients/ingredient-safety/> (last accessed Feb. 21, 2023).

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44. P&G has even utilized Tampax’s official YouTube channel to post videos reassuring consumers about the integrity of the Products’ ingredients, including with the promise, “If we can’t be assured [an ingredient] can be used safely, then we kick that ingredient to the curb.”<sup>25</sup>



45. P&G has consistently positioned the Tampax brand as a safe, trusted brand, stating, “At Tampax, the safety of our ingredients and materials is the most important choice we make for our products.”<sup>26</sup>

46. Thus, there can be no doubt that the Pure and Organic Representations are intentionally designed to convince reasonable consumers that the Products are, in fact, “pure” and otherwise free from potentially harmful ingredients.

47. The Pure and Organic Representations are central to P&G’s marketing and sale of the Products and are strategically employed to convince health-conscious consumers that the Products are a pure and natural choice.

<sup>25</sup> <https://youtu.be/52gISZb6m4g> (last accessed Feb. 21, 2023)

<sup>26</sup> <https://tampax.com/en-us/about/ingredients/ingredient-safety/> (last accessed Feb. 20, 2023).

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1 ***PFAS and Associated Risks***

2 48. PFAS are a category of highly persistent and potentially harmful man-made  
3 chemicals.<sup>27</sup>

4 49. PFAS are not naturally occurring.<sup>28</sup> They are-man made and have been used in  
5 various products since the 1940s.<sup>29</sup> Thus, they are indisputably synthetic chemicals.

6 50. To date, scientists have identified at least 12,000 types of PFAS chemicals.<sup>30</sup>

7 51. While there are thousands of varieties of PFAS chemicals in existence, all PFAS  
8 contain carbon-fluorine bonds—one of the strongest in nature—which makes them highly persistent  
9 in the environment and in human bodies.<sup>31</sup>

10 52. PFAS chemicals are sometimes called “forever chemicals.”

11 53. Humans can be exposed to PFAS through a variety of ways, including skin  
12 absorption.<sup>32</sup>

13 54. PFAS chemicals have been associated with a variety of negative health effects for  
14 humans and the environment. The health risks associated with PFAS include, but are not limited to,  
15 decreased male and female fertility, negative developmental effects or delays in children, increased  
16 risk of cancers, liver damage, and thyroid disease, adverse impacts on the immune system,  
17 interference with hormones and increased cholesterol levels.<sup>33</sup>

18 \_\_\_\_\_  
19 <sup>27</sup> <https://www.epa.gov/pfas/pfas-explained> (last accessed Feb. 20, 2023).

20 <sup>28</sup> <https://www.atsdr.cdc.gov/pfas/resources/pfas-faqs.html> (last accessed Feb. 20, 2023).

21 <sup>29</sup> <https://www.atsdr.cdc.gov/pfas/health-effects/index.html>(last accessed Feb. 20, 2023).

22 <sup>30</sup> <https://comptox.epa.gov/dashboard/chemical-lists/pfasmaster> (last accessed Feb. 20, 2023).

23 <sup>31</sup> <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last accessed February 20, 2023).

24 <sup>32</sup> *Id.*

25 <sup>33</sup> *See* [https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-](https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas)  
26 [risks-pfas](https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas) (last accessed February 20, 2023); [https://www.atsdr.cdc.gov/pfas/health-](https://www.atsdr.cdc.gov/pfas/health-effects/index.html)  
27 [effects/index.html](https://www.atsdr.cdc.gov/pfas/health-effects/index.html) (last accessed Feb. 20, 2023);  
28 <https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html> (last  
accessed Feb. 20, 2023).

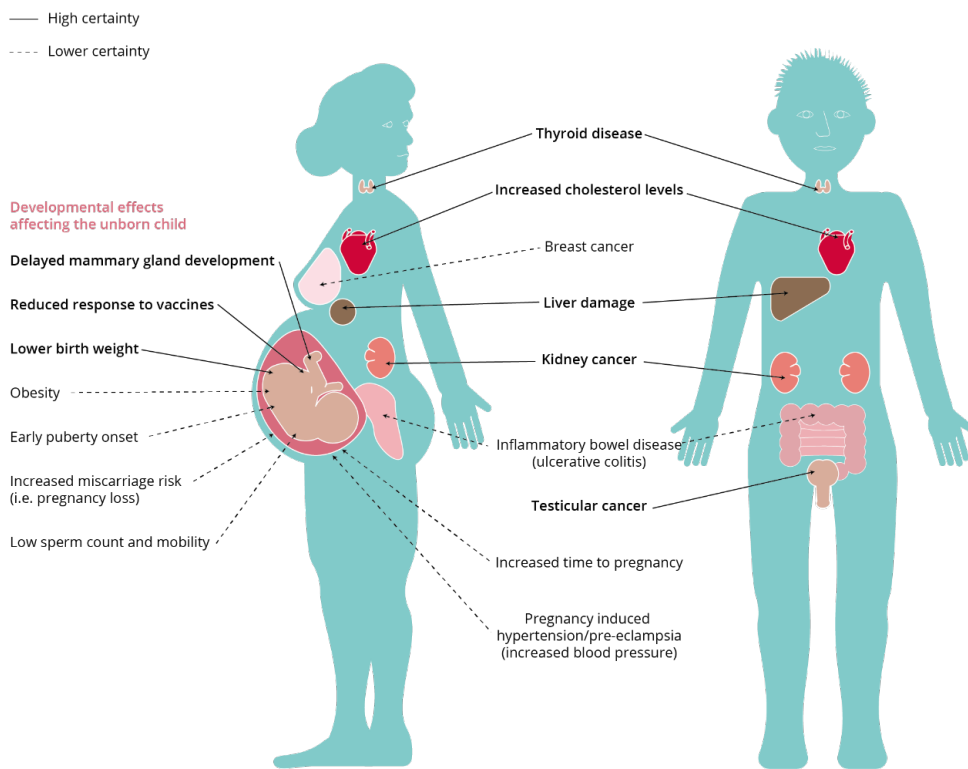
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1 55. It is well documented that PFAS in personal care products may pose a risk to human  
 2 health through direct and indirect exposure, as well as a risk to ecosystem health throughout the  
 3 lifecycle of these products.<sup>34</sup>

4 56. As skin is the body’s largest organ,<sup>35</sup> subjecting it to absorption of PFAS through  
 5 tampons is very concerning.

6 57. A large number of studies have examined the potential harmful health effects of  
 7 exposure to PFAS. In a 2019 study, the U.S. Department of Health and Human Services’ National  
 8 Toxicology Program found that PFAS has adverse effects on human organ systems, including  
 9 impacting the liver and thyroid hormone.<sup>36</sup>

10 58. A figure from the European Environmental Agency (“EEA”) shows the “[e]ffects of  
 11 PFAS on human health:”<sup>37</sup>



12 34 <https://pubs.acs.org/doi/10.1021/acs.estlett.1c00240> (last accessed Feb. 21, 2023).

13 35 <https://doi.org/10.3109/17453054.2010.525439> (last accessed Feb. 20, 2023).

14 36 <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last accessed Feb. 20, 2023).

15 37 <https://www.eea.europa.eu/publications/emerging-chemical-risks-in-europe> (last accessed Feb. 21, 2023).

1           59.     The EEA has further explained that “[p]eople most at risk of adverse health impacts  
2 are those exposed to high levels of PFAS, and vulnerable population groups such as children and  
3 the elderly.”<sup>38</sup>

4           60.     The Center for Disease Control’s Agency for Toxic Substances and Disease Registry  
5 has recognized that exposure to high levels of PFAS may also impact the immune system and reduce  
6 antibody responses to vaccines.<sup>39</sup>

7           61.     On September 20, 2020, a New York Times article titled “These Everyday Toxins  
8 May Be Hurting Pregnant Women and Their Babies” reported on the dangers of PFAS—particularly  
9 during gestation and in early childhood development:<sup>40</sup>

10                                 Scientists think these widely used industrial chemicals may harm pregnant  
11 women and their developing babies by meddling with gene regulators and  
12 hormones that control two of the body’s most critical functions: metabolism  
and immunity.

13                                 More disturbing, PFAS can also alter levels of both mothers’ and babies’  
14 thyroid hormones, which oversee brain development, growth and  
15 metabolism, and also play a role in immunity. Prenatal PFAS exposures that  
16 disrupt metabolism and immunity may cause immediate and lasting effects  
17 on both mother and child. Women exposed to PFAS during pregnancy have  
18 higher risks of gestational diabetes and pre-eclampsia, a type of high blood  
pressure. Their babies are more likely to undergo abnormal growth in utero,  
leading to low birth weight, and later face increased risk of childhood obesity  
and infections.

19           62.     Costs to society arising from PFAS exposure are high, with the annual health-related  
20 costs estimated to be EUR 52-84 billion across Europe in a recent study (Nordic Council of  
21 Ministers, 2019).<sup>41</sup> The study notes that these costs are likely underestimated, as only a limited range  
22

23 \_\_\_\_\_  
<sup>38</sup> *Id.*

24 <sup>39</sup> <https://www.atsdr.cdc.gov/pfas/health-effects/index.html> (last accessed Feb. 20, 2023).

25 <sup>40</sup> <https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html> (last  
26 accessed Feb. 20, 2023).

27 <sup>41</sup> <https://www.eea.europa.eu/publications/emerging-chemical-risks-in-europe> (last accessed Feb.  
28 21, 2023).

1 of health effects (high cholesterol, decreased immune system and cancer) linked to exposure to a  
 2 few specific PFAS were included in the estimates.<sup>42</sup>

3 63. There is no treatment to remove PFAS from the body. Due to its bioaccumulative  
 4 nature, experts agree the most effective strategy to decrease risk is to avoid and/or limit exposure to  
 5 products known to contain PFAS. As noted by the EPA: “Because certain PFAS are known to cause  
 6 risks to human health, [one of] the most important steps you and your family can take to protect  
 7 your health is to understand how to limit your exposure to PFAS by . . . taking [steps to] reduce  
 8 possible exposure during daily activities.”<sup>43</sup>

9 64. The exposure to toxic substances such as PFAS through period care products is  
 10 particularly serious due to the fact that studies have shown that the vaginal ecosystem is more  
 11 sensitive and absorbent than typical skin.<sup>44</sup>

12 65. Further, “[r]esearch on vaginal drug delivery has shown that the vaginal canal offers  
 13 a suitable environment for chemical absorption and circulation. The canal is rich in arteries and  
 14 lymphatic vessels. And vaginal mucus is sticky, so it holds some molecules against the vaginal wall  
 15 for a long time; this forced proximity can stimulate absorption.”<sup>45</sup>

16 66. “The Madrid Statement,” a scientific consensus regarding the persistence and  
 17 potential for harm of PFAS substances issued by the Green Science Policy Institute and signed by  
 18 more than 250 scientists from 38 countries, recommended actions in order to mitigate future harm,  
 19 including: (1) discontinuing use of PFAS where not essential or safer alternatives exist; (2) labeling  
 20 products containing PFAS; and (3) encouraging retailers and individual consumers to avoid products  
 21 containing or manufactured using PFAS whenever possible.<sup>46</sup>

22 \_\_\_\_\_  
 23 <sup>42</sup> *Id.*

24 <sup>43</sup> <https://www.epa.gov/pfas/meaningful-and-achievable-steps-you-can-take-reduce-your-risk> (last  
 25 accessed Feb. 20, 2023).

26 <sup>44</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3948026/> (last accessed Feb. 21, 2023).

27 <sup>45</sup> <https://undark.org/2022/11/15/in-turmoil-over-tampons-scientists-see-a-need-for-more-scrutiny/>  
 (last accessed Feb. 20, 2023).

28 <sup>46</sup> <https://greensciencepolicy.org/our-work/science-policy/madrid-statement/> (last accessed Feb. 20,

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1 ***Plaintiffs’ Independent Testing Confirms the Presence of PFAS Chemicals in the Products***

2 67. Plaintiffs sought independent third-party testing to determine whether the Products  
3 contain PFAS chemicals.

4 68. Plaintiffs’ independent testing was conducted in accordance with accepted industry  
5 standards for detecting whether the Products contain organic fluorine, which is a surrogate for PFAS  
6 chemicals.

7 69. There are more than 12,000 PFAS chemicals currently in existence.<sup>47</sup> Accordingly,  
8 it is impractical, if not impossible, for scientists and researchers to test for the presence of each of  
9 these 12,000 chemicals in any particular sample.

10 70. The presence of organic fluorine in a sample, however, indicates the sample contains  
11 PFAS, and is therefore a widely accepted method of determining whether a sample contains PFAS.

12 71. Here, Plaintiffs’ testing detected the presence of organic fluorine in the Products.

13 ***Defendant’s Unlawful Conduct***

14 72. P&G is well aware of consumers’ desire to avoid potentially harmful chemicals,  
15 which is exactly why it has engaged in an aggressive, uniform marketing campaign intended to  
16 convince consumers that the Products are a “pure” and natural alternative to traditional menstrual  
17 products that are free from potentially harmful ingredients like PFAS.

18 73. P&G has engaged in this uniform marketing campaign in an effort to convince  
19 reasonable consumers to believe that the Products are superior to other tampons or menstrual  
20 products that do not have the same purported natural, pure, or chemical-free health benefits.

21 74. Reasonable consumers purchasing the Products would believe, based on P&G’s  
22 representations, that the Products do not contain artificial, synthetic or man-made chemicals that  
23 could adversely impact their health.

24 75. At all times relevant to this action, Defendant knew, or at minimum should have  
25

26 \_\_\_\_\_  
27 2023).

28 <sup>47</sup> <https://comptox.epa.gov/dashboard/chemical-lists/pfasmaster> (last accessed Feb. 20, 2023).

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1 known, that its Products contains PFAS.

2 76. Throughout the class period, Defendant has targeted health-conscious consumers by  
3 falsely and misleadingly representing its Tampon Products using the Pure and Organic  
4 Representations, and consequently, reasonable consumers believe the Tampon Products are free  
5 from harmful chemicals such as PFAS.

6 77. Defendant is well-aware that consumers are increasingly demanding menstrual  
7 products that are free from ingredients that may be harmful to their health and that otherwise support  
8 their wellness goals—specifically, harmful chemicals. In its own words<sup>48</sup>:

9  
10 Quality and safety is at the heart of everything we do, so all of our products are  
thoroughly evaluated before they get on the shelves and into your vagina.

11 78. Over the course of nearly a century, Tampax has cultivated a trustworthy brand  
12 image, including by touting its bona fides as the “the #1 recommended tampon by U.S.  
13 Gynecologists.”<sup>49</sup>

14 79. A recent study found that 61% of respondents would prefer to use menstrual  
15 products made by companies that prioritize environmental sustainability and care.<sup>50</sup>

16 80. Therefore, current research demonstrates, and Defendant’s marketing strategy  
17 supports, that the presence of harmful chemicals in menstrual products is material to reasonable  
18 consumers.

19 81. Defendant’s strategy to stay aligned with consumer preferences in order to retain a  
20 competitive advantage in the marketplace, which includes representing to sell “pure” tampons which  
21 do not contain ingredients that are suspected to cause harm to human health and the environment,  
22 would inevitably be negatively impacted if it disclosed the presence of PFAS in its Products.

23

24 \_\_\_\_\_  
<sup>48</sup> [tampax.com/en-us/about/ingredients/what-tampons-are-made-of/](https://tampax.com/en-us/about/ingredients/what-tampons-are-made-of/) (last visited Feb. 20, 2023).

25 <sup>49</sup> <https://tampax.com/en-us/about/ingredients/what-tampons-are-made-of/> (last accessed Feb. 20,  
26 2023).

27 <sup>50</sup> <https://studyfinds.org/eco-friendly-women-wish-tampons-better-for-environment/> (last accessed  
28 Feb. 20, 2023).

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1           82. Further, Defendant’s claims touting its Product as safe, pure, organic, plant-based  
2 and other representations and omissions as described herein, further contribute to the reasonable  
3 consumer perception and belief that the Products contain only ingredients that are good for humans  
4 and the environment, and that they are free of man-made chemicals indisputably linked to negative  
5 health effects.

6           83. Consumers lack the expertise to ascertain the true ingredients in the Products prior  
7 to purchase. Accordingly, reasonable consumers must, and do, rely on Defendant to accurately and  
8 honestly advertise its Products’ ingredients and benefits. Further, consumers rely on Defendant to  
9 not contradict those representations by using artificial man-made chemicals in its Products that are  
10 known to pose a risk to human health. Such misrepresentations are material to reasonable  
11 consumers’ purchasing decisions.

12           84. Defendant’s representations that the Products are healthy for humans and the  
13 environment, including *inter alia*, the representations described herein, are false because products  
14 containing toxic, man-made ingredients like PFAS are neither good for consumers nor the  
15 environment.

16           85. Defendant’s representations are likely to mislead reasonable consumers, and indeed  
17 did mislead Plaintiffs and Class Members, regarding the presence of PFAS chemicals in its Products.  
18 Accordingly, these acts and practices by Defendant are deceptive.

19           86. Consumers reasonably relied on Defendant’s false statements and misleading  
20 representations, and reasonably expected that Defendant’s Products would conform with its  
21 representations and, as such, would not contain artificial, man-made PFAS chemicals.

22           87. Defendant’s false statements, misleading representations and material omissions are  
23 intentional, or otherwise entirely careless, and render its Products worthless or less valuable.

24           88. If Defendant had disclosed to Plaintiffs and Class Members that its Products  
25 contained PFAS chemicals, Plaintiffs and Class Members would not have purchased Defendant’s  
26 Products, or they would have paid less for them.

27           89. Plaintiffs and Class Members were among the intended recipients of Defendant’s  
28 deceptive representations and omissions described herein.

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1           90. Defendant’s representations and omissions, as described herein, are material in that  
2 a reasonable person would attach importance to such information and would be induced to act upon  
3 such information in making purchase decisions.

4           91. The materiality of the representations and omissions described herein also establishes  
5 causation between Defendant’s conduct and the injuries Plaintiffs and the Class Members sustained.

6           92. Defendant is aware that the consumers are concerned about the use of PFAS in its  
7 products, yet it has continued to market and advertise its Products using the Pure and Organic  
8 Representations and other representations described herein in order to profit off of unsuspecting  
9 consumers, including Plaintiffs and Class Members.

10          93. The presence of PFAS chemicals in Defendant’s Products is entirely inconsistent  
11 with its uniform representations.

12          94. Defendant’s knowingly false and misleading representations have the intended result  
13 of convincing reasonable consumers that its Products are “pure” and therefore do not contain  
14 artificial, man-made, toxic chemicals. No reasonable consumer would consider Defendant’s  
15 Products “pure,” or good for people and the environment, if she knew that the Products contained  
16 harmful, artificial PFAS chemicals.

17          95. Defendant’s false, misleading, and deceptive representations, as described herein, are  
18 likely to continue to deceive and mislead reasonable consumers and the general public. Indeed, they  
19 have already deceived and misled Plaintiffs and Class Members.

20          96. In making the false, misleading, and deceptive representations, Defendant knew and  
21 intended consumers would pay a premium for the Products over comparable products that are made  
22 from or contain synthetic or artificial chemical ingredients that are known to be harmful to humans  
23 and the environment.

24          97. Plaintiffs and Class Members all paid money for the Tampon Products. However,  
25 they did not obtain the full value of the advertised Products due to Defendant’s misrepresentations  
26 as detailed herein. Plaintiffs and Class Members purchased, purchased more of, or paid more for,  
27 the Products than they would have had they known the truth about the Products’ artificial, man-  
28 made, and harmful ingredients. Thus, Plaintiffs and Class Members have suffered injury in fact and

1 lost money or property as a result of Defendant’s wrongful conduct.

2 98. Defendant’s widespread marketing campaign portraying the Products as containing  
3 healthy ingredients as detailed herein, is misleading and deceptive to consumers because the  
4 Products are made with artificial, man-made, and toxic ingredients. Plaintiffs bring this action on  
5 behalf of the proposed Classes to stop Defendant’s misleading practices.

6 **PLAINTIFF’S FACTS**

7 ***Plaintiff Brittany Bounthon***

8 99. Plaintiff Brittany Bounthon purchased the Tampon Products at various times  
9 recently, including in May 2022 from Target in Dublin, California, in June 2022 from Target in  
10 Emeryville, California, and in January 2023 from Target in San Francisco, California.

11 100. At the time she purchased the Tampon Products, Plaintiff Bounthon was specifically  
12 seeking out chemical-free personal care products, including chemical-free feminine hygiene  
13 products.

14 101. Prior to her purchase, Plaintiff Bounthon reviewed the Products’ labeling, packaging,  
15 and marketing materials, including the Pure and Organic Representations on the Tampon Products’  
16 label.

17 102. Plaintiff Bounthon reasonably understood Defendant’s Pure and Organic  
18 Representations to mean that the Tampon Products would not contain harmful chemicals, especially  
19 chemicals that could pose a risk to her health and the environment, like PFAS.

20 103. Plaintiff Bounthon relied on these representations when purchasing the Products, and  
21 these representations were part of the basis of the bargain in that she would not have purchased the  
22 Products or would not have purchased them on the same terms, if the true facts had been known.

23 104. Plaintiff Bounthon continues to seek out menstrual products that are free from  
24 harmful chemicals like PFAS, and she would like to purchase Defendant’s products in the future if  
25 they conform with Defendant’s representations about the Products. However, Plaintiff Bounthon is  
26 currently unable to rely on Defendant’s representations regarding its Products in deciding whether  
27 to purchase them in the future. Plaintiff Bounthon understands that the composition of the Products  
28 may change over time, but as long as Defendant may freely advertise the Products with the Pure and

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1 Organic Representations when it contains PFAS, Plaintiff Bounthon will be unable to make  
2 informed decisions about whether to purchase Defendant’s Products and will be unable to evaluate  
3 the different prices between Defendant’s Products and competitors’ products, which *are* in fact free  
4 from harmful chemicals like PFAS.

5 105. As a direct and proximate result of Defendant’s acts, including its affirmative  
6 misrepresentations, false statements and material omissions, Plaintiff Bounthon has incurred  
7 economic injuries including financial damages at the point-of-sale stemming from her purchase of  
8 and/or overpayment for the Products, in addition to the loss of the benefit of her bargain and the  
9 products’ intended benefits.

10 ***Plaintiff Vivianna Rivera***

11 106. Plaintiff Vivianna Rivera purchased the Tampon Products most recently in  
12 November of 2022, from Walmart in Fontana, California.

13 107. At the time she purchased the Tampon Products, Plaintiff Rivera was specifically  
14 seeking out chemical-free personal care products, including chemical-free feminine hygiene  
15 products.

16 108. Prior to her purchase, Plaintiff Rivera reviewed the Products’ labeling, packaging,  
17 and marketing materials, including the Pure and Organic Representations on the Tampon Products’  
18 label.

19 109. Plaintiff Rivera reasonably understood Defendant’s Pure and Organic  
20 Representations to mean that the Tampon Products would not contain harmful chemicals, especially  
21 chemicals that could pose a risk to her health and the environment, like PFAS.

22 110. Plaintiff Rivera relied on these representations when purchasing the Products, and  
23 these representations were part of the basis of the bargain in that she would not have purchased the  
24 Products, or would not have purchased them on the same terms, if the true facts had been known.

25 111. Plaintiff Rivera continues to seek out natural menstrual products that are free from  
26 harmful chemicals like PFAS, and she would like to purchase Defendant’s products in the future if  
27 they conform with Defendant’s representations about the Products. However, Plaintiff Rivera is  
28 currently unable to rely on Defendant’s representations regarding its Products in deciding whether

1 to purchase them in the future. Plaintiff Rivera understands that the composition of the Products  
2 may change over time, but as long as Defendant may freely advertise the Products with the Pure and  
3 Organic Representations when it contains PFAS, Plaintiff Rivera will be unable to make informed  
4 decisions about whether to purchase Defendant's Products and will be unable to evaluate the  
5 different prices between Defendant's Products and competitors' products, which *are* in fact free  
6 from harmful chemicals like PFAS.

7 112. As a direct and proximate result of Defendant's acts, including its affirmative  
8 misrepresentations, false statements and material omissions, Plaintiff Rivera has incurred economic  
9 injuries including financial damages at the point-of-sale stemming from her purchase of and/or  
10 overpayment for the Products, in addition to the loss of the benefit of her bargain and the products'  
11 intended benefits.

12 ***Plaintiff Gina Allen***

13 113. Plaintiff Gina Allen purchased the Tampon Products from February to April, 2022  
14 from Target and Walmart in Sun City, California.

15 114. At the time she purchased the Tampon Products, Plaintiff Allen was specifically  
16 seeking out chemical-free personal care products, including chemical-free feminine hygiene  
17 products.

18 115. Prior to her purchase, Plaintiff Allen reviewed the Products' labeling, packaging, and  
19 marketing materials, including the Pure and Organic Representations on the Tampon Products'  
20 label.

21 116. Plaintiff Allen reasonably understood Defendant's Pure and Organic Representations  
22 to mean that the Tampon Products would not contain harmful chemicals, especially chemicals that  
23 could pose a risk to her health and the environment, like PFAS.

24 117. Plaintiff Allen relied on these representations when purchasing the Products, and  
25 these representations were part of the basis of the bargain in that she would not have purchased the  
26 Products, or would not have purchased them on the same terms, if the true facts had been known.

27 118. Plaintiff Allen continues to seek out menstrual products that are free from harmful  
28 chemicals like PFAS, and she would like to purchase Defendant's products in the future if they

1 conform with Defendant’s representations about the Products. However, Plaintiff Allen is currently  
 2 unable to rely on Defendant’s representations regarding its Products in deciding whether to purchase  
 3 them in the future. Plaintiff Allen understands that the composition of the Products may change over  
 4 time, but as long as Defendant may freely advertise the Products with the Pure and Organic  
 5 Representations when it contains PFAS, Plaintiff Allen will be unable to make informed decisions  
 6 about whether to purchase Defendant’s Products and will be unable to evaluate the different prices  
 7 between Defendant’s Products and competitors’ products, which *are* in fact free from harmful  
 8 chemicals like PFAS.

9 119. As a direct and proximate result of Defendant’s acts, including its affirmative  
 10 misrepresentations, false statements and material omissions, Plaintiff Allen has incurred economic  
 11 injuries including financial damages at the point-of-sale stemming from her purchase of and/or  
 12 overpayment for the Products, in addition to the loss of the benefit of her bargain and the products’  
 13 intended benefits.

14 **INJURY TO THE PUBLIC-AT-LARGE AND**  
 15 **POTENTIAL FOR FUTURE HARM**

16 120. Defendant’s wrongful conduct harms the public-at-large.

17 121. PFAS chemicals, also known as “forever chemicals,” are a category of highly  
 18 persistent and toxic man-made chemicals that have been associated with numerous negative health  
 19 effects for humans.

20 122. PFAS chemicals are known to negatively impact the human body, including, but not  
 21 limited to, decreased fertility, developmental effects or delays in children, increased risk of cancers,  
 22 liver damage, increased risk of asthma and thyroid disease, adverse impacts on the immune system,  
 23 interference with hormones and increased cholesterol levels.

24 123. PFAS chemicals are further known to negatively impact the environment.

25 124. Because Defendant’s deceptive advertising is ongoing and directed to the public, and  
 26 because Defendant continues to sell its Products containing PFAS chemicals, the deception poses  
 27 an ongoing risk to the public.

28 125. As such, a public injunction must be provided in order to enjoin Defendant’s

1 continued harm of consumers and the public-at-large.

2 **TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

3 126. Defendant had actual knowledge, or should have had actual knowledge, that its  
4 Products contained artificial, man-made PFAS chemicals which pose a risk of harm to human health.

5 127. Although Defendant was aware of the deception in its advertising, marketing,  
6 packaging, and sale of the Products given the inclusion of PFAS chemicals, it took no steps to  
7 disclose to Plaintiffs or Class Members that its Products contained PFAS chemicals.

8 128. Despite its knowledge, Defendant has fraudulently misrepresented the Products as  
9 having qualities and characteristics they do not, while concealing the fact that its Products contain  
10 PFAS chemicals.

11 129. Defendant has made, and continues to make, affirmative false statements and  
12 misrepresentations to consumers, and continues to omit the fact that the Products contain PFAS, to  
13 promote sales of its Products.

14 130. Defendant has misrepresented, concealed, and otherwise omitted material facts that  
15 would have been important to Plaintiffs and Class Members in deciding whether to purchase the  
16 Products. Defendant's misrepresentations and omissions were knowing, and it intended to, and did,  
17 deceive reasonable consumers, including Plaintiffs and Class Members. Accordingly, Plaintiffs and  
18 Class Members reasonably relied upon Defendant's misrepresentations and concealment of these  
19 material facts and suffered injury as a proximate result of that justifiable reliance.

20 131. The PFAS chemicals in the design and/or manufacture of Defendant's Products were  
21 not reasonably detectible to Plaintiffs and Class Members.

22 132. At all times, Defendant actively and intentionally misrepresented the qualities and  
23 characteristics of the Products, while concealing the existence of the PFAS chemicals and failing to  
24 inform Plaintiffs or Class Members of the existence of the PFAS chemicals in its Products.  
25 Accordingly, Plaintiffs and Class Members' lack of awareness was not attributable to a lack of  
26 diligence on their part.

27 133. Defendant's statements, words, and acts were made for the purpose of deceiving the  
28 public, and suppressing the truth that the Products contained artificial, man-made PFAS chemicals.

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1 134. Defendant misrepresented the Products and concealed the PFAS chemicals for the  
2 purpose of delaying Plaintiffs and Class Members from filing a complaint on their causes of action.

3 135. As a result of Defendant's intentional misrepresentations and active concealment of  
4 the PFAS chemicals and/or failure to inform Plaintiffs and Class Members of the PFAS chemicals,  
5 any and all applicable statutes of limitations otherwise applicable to the allegations herein have been  
6 tolled. Furthermore, Defendant is estopped from relying on any statutes of limitations in light of its  
7 intentional misrepresentations and active concealment of the inclusion of artificial, man-made PFAS  
8 chemicals in the Products.

9 136. Further, the causes of action alleged herein did not occur until Plaintiffs and Class  
10 Members discovered that the Products contained PFAS chemicals. Plaintiffs and Class Members  
11 had no realistic ability to discern that the Products contained PFAS chemicals until they learned of  
12 the existence of the PFAS chemicals. In either event, Plaintiffs and Class Members were hampered  
13 in their ability to discover their causes of action because of Defendant's active concealment of the  
14 existence and true nature of the Products.

15 **FED. R. CIV. P. 9(b) ALLEGATIONS**

16 137. Although Defendant is in the best position to know what content it placed on its  
17 packaging, website(s), and other marketing and advertising during the relevant timeframe, and the  
18 knowledge that it had regarding the PFAS chemicals and its failure to disclose the existence of PFAS  
19 chemicals in the Products to Plaintiffs and consumers, to the extent necessary, Plaintiffs satisfy the  
20 requirements of Rule 9(b) by alleging the following facts with particularity:

21 138. **WHO:** Defendant made its Pure and Organic Representations on the Products'  
22 packaging, online, and in its marketing and advertising of the Products.

23 139. **WHAT:** Defendant's conduct here was, and continues to be, deceptive and  
24 fraudulent because of its Pure and Organic Representations. Thus, Defendant's conduct deceived  
25 Plaintiffs and Class Members into believing that the Products were manufactured and sold with the  
26 represented qualities. Defendant knew or should have known this information is material to  
27 reasonable consumers, including Plaintiffs and Class Members in making their purchasing  
28 decisions, yet it continued to pervasively market the Products as possessing qualities they do not

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1 have.

2 140. **WHEN:** Defendant made material misrepresentations, false statements and/or  
3 material omissions during the putative class periods and at the time Plaintiffs and Class Members  
4 purchased the Products, prior to and at the time Plaintiffs and Class Members made claims after  
5 realizing the Products contained harmful, man-made chemicals, and continuously throughout the  
6 applicable class periods.

7 141. **WHERE:** Defendant’s marketing message was uniform and pervasive, carried  
8 through false statements, misrepresentations, and/or omissions on the Products’ packaging.

9 142. **HOW:** Defendant made false statements, misrepresentations and/or material  
10 omissions regarding the presence of PFAS chemicals in the Products.

11 143. **WHY:** Defendant made the false statements, misrepresentations and/or material  
12 omissions detailed herein for the express purpose of inducing Plaintiffs, Class Members, and all  
13 reasonable consumers to purchase and/or pay for the Products over other brands that did not make  
14 similar Pure and Organic Representations, the effect of which was that Defendant profited by selling  
15 the Products to many thousands of consumers.

16 144. **INJURY:** Plaintiffs and Class Members purchased, paid a premium, or otherwise  
17 paid more for the Products when they otherwise would not have, absent Defendant’s  
18 misrepresentations, false and misleading statements.

19 **CLASS ACTION ALLEGATIONS**

20 145. Plaintiffs bring this action individually and as a representative of all of those similarly  
21 situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and the  
22 members of the following proposed nationwide class (“Nationwide Class”):

23 **During the fullest period allowed by law, all persons who purchased the**  
24 **Tampon Products in the United States within the applicable statute of**  
25 **limitations for personal use and not resale, until the date notice is**  
**disseminated.**

26 146. Plaintiffs bring this action individually and as representatives of all those similarly  
27 situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and the  
28 members of the following proposed multi-state class (“Multi-State Consumer Protection Class”):

1           **During the fullest period allowed by law, all persons who purchased the**  
 2           **Tampon Products in the States of California, Florida, Illinois, New York,**  
 3           **Massachusetts, Michigan, Minnesota, Missouri, New Jersey, and Washington<sup>51</sup>**  
 4           **within the applicable statute of limitations for personal use and not resale, until**  
 5           **the date notice is disseminated.**

6           147. Plaintiffs bring this action individually and as representatives of all those similarly  
 7           situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and the  
 8           members of the following class (“California Class”):

9           **During the fullest period allowed by law, all persons who purchased the**  
 10           **Tampon Products in the State of California within the applicable statute**  
 11           **of limitations for personal use and not resale, until the date notice is**  
 12           **disseminated.**

13           148. The Nationwide Class, Multi-State Consumer Protection Class and California Class  
 14           are referred to collectively as the “Class” or “Classes,” and the members of the Classes are referred  
 15           to as the “Class Members.” Specifically excluded from the Classes are: (1) Defendant, any entity in  
 16           which Defendant has a controlling interest, and its legal representatives, officers, directors,  
 17           employees, assigns and successors; (2) the Judge to whom this case is assigned and any member of  
 18           the Judge’s staff or immediate family; and (3) Class Counsel. Plaintiffs reserve the right to amend  
 19           the class definitions as necessary.

20           149. Numerosity: The members of the Class are so numerous that joinder of all members  
 21           is impracticable. While the exact number of Class Members is presently unknown, given the wide  
 22           distribution of the Products, it is voluminous and nationwide. The number of Class Members can be  
 23           determined by sales information and other records. Moreover, joinder of all potential Class Members  
 24           is not practicable given their numbers and geographic diversity. The Class is readily identifiable

25           <sup>51</sup> Plaintiffs seek to certify a Multi-State Consumer Protection Class consisting of persons in the  
 26           following states (and implicating the following statutes): California (Cal. Bus. & Prof. Code §§  
 27           17200, *et seq.*); Florida (Fla. Stat. §§ 501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. 502/1, *et*  
 28           *seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §§  
 445.901, *et seq.*); Minnesota (Minn. Stat. §§ 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. §§  
 407.010, *et seq.*); New Jersey (N.J. Stat. §§ 56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§  
 349, *et seq.*); and Washington (Wash. Rev. Code §§ 19.86.010, *et seq.*).

1 from information and records in the possession of Defendant and its authorized retailers.

2 150. Typicality: The claims of the representative Plaintiffs are typical in that Plaintiffs,  
 3 like all Class Members, purchased the Products containing PFAS that were designed, manufactured,  
 4 marketed, advertised, distributed, and sold by Defendant. Plaintiffs, like all Class Members, have  
 5 been damaged by Defendant's misconduct in that, *inter alia*, they have incurred or will continue to  
 6 incur damage as a result of overpaying for a Product containing chemicals which makes the Products  
 7 not what reasonable consumers were intending to purchase. Furthermore, the factual basis of  
 8 Defendant's misconduct is common to all Class Members because Defendant has engaged in  
 9 systematic fraudulent behavior that was deliberate, includes negligent misconduct, and results in the  
 10 same injury to all Class Members.

11 151. Commonality: Common questions of law and fact exist as to all Members of the  
 12 Class. These questions predominate over questions that may affect only individual Class Members  
 13 because Defendant has acted on grounds generally applicable to the Class. Such common legal or  
 14 factual questions include, *inter alia*:

- 15 (a) Whether Defendant misrepresented that the Product is free from harmful  
 16 ingredients;
- 17 (b) Whether Defendant's practices in marketing, advertising and packaging the  
 18 Products tend to mislead reasonable consumers into believing that the Products are  
 19 free from harmful chemicals, such as PFAS;
- 20 (c) Whether Defendant engaged in false or misleading advertising;
- 21 (d) Whether Defendant engaged in unfair, unconscionable, or deceptive trade practices  
 22 by selling and/or marketing the Products with the Pure and Organic Representations  
 23 and other misrepresentations and omissions as described herein;
- 24 (e) Whether Defendant violated Cal. Bus. & Prof. Code §§ 17500, *et seq.* (FAL);
- 25 (f) Whether Defendant violated Civil Code §§ 1750, *et seq.* (CLRA);
- 26 (g) Whether Defendant violated Cal. Bus. & Prof. Code §§ 17200, *et seq.* (UCL);
- 27 (h) Whether Defendant engaged in deceptive trade practices by selling, packaging,  
 28 advertising and/or marketing the Products containing PFAS chemicals;
- (i) Whether Defendant engaged in false or misleading advertising by selling,

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1 packaging, and/or marketing the Products containing PFAS chemicals;

2 (j) Whether Plaintiffs and Class Members either paid a premium for the Products that  
3 they would not have paid but for its false representations or would not have  
4 purchased them at all;

5 (k) Whether Plaintiffs and Class Members are entitled to damages, including  
6 compensatory, exemplary, and statutory damages, and the amount of such damages;

7 (l) Whether Plaintiffs and Class Members have suffered an economic injury and the  
8 proper measure of their losses as a result of those injuries; and

9 (m) Whether Plaintiffs and Class Members are entitled to injunctive, declaratory, or  
10 other equitable relief.

11 152. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of  
12 Class Members. They have no interests antagonistic to those of Class Members. Plaintiffs retained  
13 attorneys experienced in the prosecution of class actions, including consumer product,  
14 misrepresentation, and mislabeling class actions, and Plaintiffs intend to prosecute this action  
15 vigorously.

16 153. Injunctive/Declaratory Relief: The elements of Rule 23(b)(2) are met. Defendants  
17 will continue to commit the unlawful practices alleged herein, and Plaintiffs and Class Members  
18 will continue to be deceived by Defendant’s misrepresentations and omissions and unknowingly be  
19 exposed to the risk of harm associated with the PFAS chemicals in the Products. Defendant has  
20 acted and refused to act on grounds that apply generally to the Class, such that final injunctive relief  
21 and corresponding declaratory relief is appropriate respecting the Class as a whole.

22 154. Predominance and Superiority: Plaintiffs and Class Members have all suffered and  
23 will continue to suffer harm and damages as a result of Defendant’s unlawful and wrongful conduct.  
24 A class action is superior to other available methods for the fair and efficient adjudication of the  
25 controversy. Absent a class action, Class Members would likely find the cost of litigating their  
26 claims prohibitively high and would therefore have no effective remedy at law. Because of the  
27 relatively small size of Class Members’ individual claims, it is likely that few Class Members could  
28 afford to seek legal redress for Defendant’s misconduct. Absent a class action, Class Members will  
continue to incur damages, and Defendant’s misconduct will continue without remedy. Class

1 treatment of common questions of law and fact would also be a superior method to multiple  
2 individual actions or piecemeal litigation in that class treatment will conserve the resources of the  
3 courts and the litigants and will promote consistency and efficiency of adjudication.

4 155. Plaintiffs know of no difficulty to be encountered in the maintenance of this action  
5 that would preclude its maintenance as a class action.

6 156. Defendant has acted or refused to act on grounds generally applicable to the Class,  
7 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect  
8 to the Class appropriate.

9 **COUNT ONE**

10 **Violation of State Consumer Protection Statutes**  
11 **(On Behalf of Plaintiffs and the Multi-State Consumer Protection Class)**

12 157. Plaintiffs, individually and on behalf of the Multi-State Consumer Protection Class,  
13 repeat and re-allege all previous paragraphs as if fully included herein.

14 158. Plaintiffs and Multi-State Consumer Protection Class Members have been injured as  
15 a result of Defendant’s violations of the state consumer protection statutes listed above, which also  
16 provide a basis for redress to Plaintiffs and Multi-State Consumer Protection Class Members based  
17 on Defendant’s fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

18 159. Defendant’s conduct as alleged herein violates the consumer protection, unfair trade  
19 practices and deceptive acts laws of each of the jurisdictions encompassing the Multi-State Consumer  
20 Protection Class.

21 160. Defendant violated the Multi-State Consumer Protection Class states’ unfair and  
22 deceptive acts and practices laws by representing the Products using the Pure and Organic  
23 Representations and other misrepresentations and omissions detailed herein, when, in reality, they  
24 contain unnatural, human-made PFAS chemicals known to be harmful to humans and the  
25 environment.

26 161. Defendant’s misrepresentations were material to Plaintiffs’ and Multi-State  
27 Consumer Protection Class Members’ decision to purchase the Products or pay a premium for the  
28 Products.

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1 162. Defendant made its untrue and/or misleading statements and representations willfully,  
2 wantonly, and with reckless disregard for the truth.

3 163. As a result of Defendant’s violations of the aforementioned states’ unfair and  
4 deceptive practices laws, Plaintiffs and Multi-State Consumer Protection Class Members purchased  
5 and paid for Products that did not conform to Defendant’s Product promotion, marketing, advertising,  
6 packaging, and labeling, and they were deprived of the benefit of their bargain and spent money on  
7 Products that did not have any value or had less value than warranted or Products that they would  
8 not have purchased and used had they known the true facts about them

9 164. As a result of Defendant’s violations, Defendant has been unjustly enriched.

10 165. Pursuant to the aforementioned States’ unfair and deceptive practices laws, Plaintiffs  
11 and Multi-State Consumer Protection Class Members are entitled to recover compensatory damages,  
12 restitution, punitive and special damages including but not limited to treble damages, reasonable  
13 attorneys’ fees and costs and other injunctive or declaratory relief as deemed appropriate or permitted  
14 pursuant to the relevant law.

15 **COUNT TWO**

16 **Violation of the California Consumer Legal Remedies Act**  
17 **(“CLRA”), Civil Code §§ 1750, *et seq.***  
18 **(On Behalf of Plaintiffs and the California Class)**

19 166. Plaintiffs bring this count on behalf of themselves and the California Class and repeat  
20 and re-allege all previous paragraphs as if fully included herein.

21 167. The conduct described herein took place in the State of California and constitutes  
22 unfair methods of competition or deceptive acts or practices in violation of the Consumers Legal  
23 Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*

24 168. The CLRA applies to all claims of all California Class Members because the conduct  
25 which constitutes violations of the CLRA by Defendant occurred within the State of California.

26 169. Plaintiffs and California Class Members are “consumers” as defined by Civil Code  
27 § 1761(d).

28 170. Defendant is a “person” as defined by Civil Code § 1761(c).

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1 171. The Tampon Products qualify as “goods” as defined by Civil Code § 1761(a).

2 172. Plaintiffs and the California Class Members’ purchases of the Tampon Products are  
3 “transactions” as defined by Civil Code § 1761(e).

4 173. As set forth below, the CLRA deems the following unfair methods of competition  
5 and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result  
6 or which does result in the sale or lease of goods or services to any consumer as unlawful.

7 (a) “Representing that goods ... have sponsorship, approval,  
8 characteristics, ingredients, uses, benefits, or quantities that they do not  
9 have.” Civil Code § 1770(a)(5);

10 (b) “Representing that goods ... are of a particular standard, quality, or  
11 grade, or that goods are of a particular style or model, if they are of  
12 another.” Civil Code § 1770(a)(7);

13 (c) “Advertising goods or services with intent not to sell them as  
14 advertised.” Civil Code § 1770(a)(9); and

15 (d) “Representing that the subject of a transaction has been supplied in  
16 accordance with a previous representation when it has not.” Civil Code  
17 § 1770(a)(16).

18 174. Defendant engaged in unfair competition or unfair or deceptive acts or practices in  
19 violation of Civil Code §§ 1770(a)(5), (a)(7), (a)(9) and (a)(16) when it represented, through its  
20 advertising and other express representations, that the Tampon Products had benefits or  
21 characteristics that they did not actually have.

22 175. As detailed in the body of this Complaint, Defendant has repeatedly engaged in  
23 conduct deemed a violation of the CLRA and has made representations regarding Tampon Products  
24 benefits or characteristics that they did not in fact have, and represented the Tampon Products to be  
25 of a quality that was not true. Indeed, Defendant concealed this information from Plaintiffs and  
26 California Class Members.

27 176. The Tampon Products are not Pure and Organic and are of an inferior quality and  
28 trustworthiness compared to other products in the industry. As detailed above, Defendant further  
violated the CLRA when it falsely represented that the Tampon Products meet a certain standard or  
quality.

177. As detailed above, Defendant violated the CLRA when it advertised the Tampon  
Products with the intent not to sell Tampon Products as advertised and knew that the Tampon

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1 Products were not as represented.

2 178. Specifically, Defendant marketed and represented the Tampon Products with the  
3 Pure and Organic Representations, when in fact no reasonable consumer would believe the products  
4 to be Pure and Organic if they knew they contained a potentially harmful chemical such as PFAS.

5 179. Defendant's deceptive practices were specifically designed to induce Plaintiffs and  
6 California Class Members to purchase or otherwise acquire the Tampon Products.

7 180. Defendant engaged in uniform marketing efforts to reach California Class Members,  
8 their agents, and/or third parties upon whom they relied, to persuade them to purchase and use the  
9 Tampon Products manufactured by Defendant. Defendant's packaging, advertising, marketing,  
10 website and retailer product identification and specifications, contain numerous false and misleading  
11 statements regarding the quality, safety, and reliability of the Tampon Products.

12 181. Despite these Pure and Organic Representations, Defendant also omitted and  
13 concealed information and material facts from Plaintiffs and California Class Members.

14 182. In their purchase of Tampon Products, Plaintiffs and California Class Members relied  
15 on Defendant's representations and omissions of material facts.

16 183. These business practices are misleading and/or likely to mislead consumers and  
17 should be enjoined.

18 184. Pursuant to Cal. Civ. Code § 1782, Plaintiffs Bounthon and Rivera notified  
19 Defendant in writing by certified mail sent on February 14, 2023, of its violations of § 1770  
20 described above and demanded that it correct the problems associated with the actions detailed  
21 above and give notice to all affected consumer of Defendant's intent to do so. If Defendant does not  
22 agree to rectify the problems identified and give notice to all affected consumers within 30 days of  
23 the date of written notice, Plaintiffs will amend this Complaint to seek actual, punitive and statutory  
24 damages, as appropriate.

25 185. A declaration establishing that venue in this District is proper pursuant to Cal. Civ.  
26 Code § 1780(d) is attached hereto as Exhibit A.

27 186. In accordance with Civil Code § 1780(a), Plaintiffs and the other California Class  
28 Members seek injunctive and equitable relief for Defendant's violations of the CLRA, including an

1 injunction to enjoin Defendant from continuing its deceptive advertising and sales practices.

2 **COUNT THREE**

3 **Violations of the California Unfair Competition Law**  
4 **(“UCL”), Cal. Bus. & Prof. Code §§ 17200, et seq.**  
5 **(On Behalf of Plaintiffs and the California Class)**

6 187. Plaintiffs bring this count on behalf of themselves and the California Class and repeat  
7 and re-allege all previous paragraphs as if fully included herein.

8 188. Defendant is a “person” as defined by Cal. Bus. & Prof. Code § 17201.

9 189. Plaintiffs and Class Members who purchased Defendant’s Tampon Products suffered  
10 an injury by virtue of buying products in which Defendant misrepresented and/or omitted the  
11 Tampon Products’ true quality, reliability, safety, and use. Had Plaintiffs and Class Members known  
12 that Defendant materially misrepresented the Tampon Products and/or omitted material information  
13 regarding its Tampon Products, they would not have purchased the Tampon Products.

14 190. Defendant’s conduct, as alleged herein, violates the laws and public policies of  
15 California and the federal government, as set out in this complaint.

16 191. There is no benefit to consumers or competition by allowing Defendant to  
17 deceptively label, market, and advertise its Tampon Products.

18 192. Plaintiffs and Class Members who purchased Defendant’s Product had no way of  
19 reasonably knowing that the Tampon Products were deceptively packaged, marketed, advertised,  
20 and labeled, were not safe, and were unsuitable for their intended use. Thus, Plaintiffs and California  
21 Class Members could not have reasonably avoided the harm they suffered.

22 193. Specifically, Defendant marketed, labeled, and represented the Tampon Products  
23 with the Pure and Organic Representations, when in fact the Tampon Products contain PFAS, which  
24 no reasonable consumer would believe was in products with the Pure and Organic Representations.

25 194. The gravity of the harm suffered by Plaintiffs and Class Members who purchased  
26 Defendant’s Tampon Products outweighs any legitimate justification, motive or reason for  
27 packaging, marketing, advertising, and labeling the Tampon Products in a deceptive and misleading  
28 manner. Accordingly, Defendant’s actions are immoral, unethical, unscrupulous and offend the

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1 established public policies as set out in federal regulations and are substantially injurious to  
2 Plaintiffs and California Class Members.

3 195. The above acts of Defendant in disseminating said misleading and deceptive  
4 statements to consumers throughout the state of California, including to Plaintiffs and Class  
5 Members, were and are likely to deceive reasonable consumers by obfuscating the true nature of  
6 Defendant’s Tampon Products, and thus were violations of Cal. Bus. & Prof. Code §§ 17500, *et seq.*

7 196. As a result of Defendant’s above unlawful, unfair and fraudulent acts and practices,  
8 Plaintiffs, on behalf of themselves and all others similarly situated, and as appropriate, on behalf of  
9 the general public, seek injunctive relief prohibiting Defendant from continuing these wrongful  
10 practices, and such other equitable relief, including full restitution of all improper revenues and ill-  
11 gotten profits derived from Defendant’s wrongful conduct to the fullest extent permitted by law.

12 **COUNT FOUR**

13 **Violation of the California False Advertising Law (“FAL”)**  
14 **California Business and Professions Code §§ 17500, *et seq.***  
15 **(On Behalf of Plaintiffs and the California Class)**

16 197. Plaintiffs bring this count on behalf of themselves and the California Class and repeat  
17 and re-allege all previous paragraphs as if fully included herein.

18 198. The conduct described herein took place within the State of California and constitutes  
19 deceptive or false advertising in violation of California Business and Professions Code § 17500.

20 199. The FAL provides that “[i]t is unlawful for any person, firm, corporation or  
21 association, or any employee thereof with intent directly or indirectly to dispose of real or personal  
22 property or to perform services” to disseminate any statement “which is untrue or misleading, and  
23 which is known, or which by the exercise of reasonable care should be known, to be untrue or  
24 misleading.” Cal. Bus. & Prof. Code § 17500.

25 200. Specifically, Defendant marketed, labeled, and represented the Tampon Products  
26 with the Pure and Organic Representations, when in fact the Tampon Products contain PFAS, which  
27 no reasonable consumer would believe was in products with the Pure and Organic Representations.

28 201. At the time of its misrepresentations, Defendant was either aware that Tampon

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1 Products contained PFAS, which no reasonable consumer would expect would be in products with  
2 the Pure and Organic Representations or was aware that it lacked the information and/or knowledge  
3 required to make such a representation truthfully. Defendant concealed and omitted and failed to  
4 disclose this information to Plaintiffs and California Class Members.

5 202. Defendant’s descriptions of the Tampon Products were false, misleading, and likely  
6 to deceive Plaintiffs and other reasonable consumers.

7 203. Defendant’s conduct therefore constitutes deceptive or misleading advertising.

8 204. Plaintiffs have standing to pursue claims under the FAL as they reviewed and relied  
9 on Defendant’s packaging, advertising, representations, and marketing materials regarding the  
10 Tampon Products when selecting and purchasing the Tampon Products.

11 205. In reliance on the statements made in Defendant’s advertising and marketing  
12 materials and Defendant’s omissions and concealment of material facts regarding the quality and  
13 use of the Tampon Products, Plaintiffs and California Class Members purchased the Tampon  
14 Products.

15 206. Had Defendant disclosed the true nature of the Tampon Products (that they contain  
16 PFAS), Plaintiffs and California Class Members would not have purchased Tampon Products or  
17 would have paid substantially less for them.

18 207. As a direct and proximate result of Defendant’s actions, as set forth herein, Defendant  
19 has received ill-gotten gains and/or profits, including but not limited to money from Plaintiffs and  
20 California Class Members who paid for the Tampon Products, which contained chemicals and were  
21 not organic.

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

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**COUNT FIVE**

**Unjust Enrichment/Quasi-Contract  
(On Behalf of Plaintiffs and the Nationwide Class, or, in the Alternative, the California Class)**

209. Plaintiffs bring this count on behalf of themselves and on behalf of the Nationwide Class, or, in the alternative, the California Class (in this count referred to as the “Class” Members), and hereby repeat and re-allege all previous paragraphs, as if fully included herein.

210. Defendant’s unfair and unlawful contract includes, among other things, making false and misleading representations and omissions of material fact, as set forth in this Complaint. Defendant’s acts and business practices offend the established public policy of California, as there is no societal benefit from false advertising, only harm. While Plaintiffs and Class Members were harmed at the time of purchase, Defendant was unjustly enriched by its misrepresentations and omissions.

211. Plaintiffs and Class Members were harmed when purchasing Defendant’s Products as a result of Defendant’s material representations and omissions, as described in this Complaint. Plaintiffs and each Class Member purchased Defendant’s Products. Plaintiffs and Class Members have suffered injury in fact and lost money as a result of paying the price they paid for the Products as a result of Defendant’s unlawful, unfair, and fraudulent business practices.

212. Defendant’s conduct allows Defendant to knowingly realize substantial revenues from selling its Products at the expense of, and to the detriment of, Plaintiffs and Class Members, and to Defendant’s benefit and enrichment. Defendant’s retention of these benefits violates fundamental principles of justice, equity, and good conscience.

213. Plaintiffs and Class Members confer significant financial benefits and pay substantial compensation to Defendant for its Products, which are not as Defendant represents them to be.

214. Under common law principles of unjust enrichment and quasi-contract, it is inequitable for Defendant to retain the benefits conferred by Plaintiffs’ and Class Members’ overpayments.

215. Plaintiffs and Class Members seek disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiffs and Class Members

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1 may seek restitution.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated,  
4 respectfully requests that this Court:

- 5 a. Certify the Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- 6 b. Name Plaintiffs as Class Representatives and Plaintiffs’ attorneys as Class
- 7 Counsel;
- 8 c. Award damages, including compensatory, exemplary, and statutory damages, to
- 9 Plaintiffs and the Classes in an amount to be determined at trial;
- 10 d. Grant restitution to Plaintiffs and the Classes and require Defendants to disgorge
- 11 its ill-gotten gains;
- 12 e. Permanently enjoin Defendants from engaging in the wrongful and unlawful
- 13 conduct alleged herein;
- 14 f. Award Plaintiffs and the Classes their expenses and costs of suit, including
- 15 reasonable attorneys’ fees to the extent provided by law;
- 16 g. Award Plaintiffs and the Classes pre-judgment and post-judgment interest at the
- 17 highest legal rate to the extent provided by law; and
- 18 h. Award such further relief as the Court deems appropriate.

18 **JURY DEMAND**

19 Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

20 DATED: February 21, 2023

Respectfully submitted,

21 /s/ Benjamin E. Shiftan  
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