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29
30 **UNITED STATES DISTRICT COURT FOR THE
31 NORTHERN DISTRICT OF CALIFORNIA**

32 STEVEN ROBERT PRESCOTT, individually
33 and on behalf of others similarly situated,
34
35 Plaintiff,
36
37 v.
38 RECKITT BENCKISER LLC
39
40 Defendant.

CASE NO. 3:20-cv-2101

CLASS ACTION COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Steven Robert Prescott, individually, and on behalf of all others similarly situated,
2 hereby files suit against the Defendant listed above and allege the following:

3 **INTRODUCTION**

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

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

15 3. However, as of March 2020, Reckitt Benckiser continues to represent on Woolite
16 laundry detergent bottle labels that the laundry detergent revives color.

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

20 5. Plaintiff has filed this putative class action to hold Reckitt Benckiser accountable for
21 its ongoing fraud. Plaintiff seeks an injunction to force Reckitt Benckiser to stop claiming that
22 Woolite laundry detergent revives color in clothing. Plaintiff also seeks monetary compensation on
23 behalf of a California Class. Class members paid a price premium due to Reckitt Benckiser's
24 misrepresentations, and Plaintiff seeks to return this money to class members.

25 **PARTIES**

26 6. Plaintiff Steven Robert Prescott is a citizen and resident of California, over the age of
27 eighteen years. Plaintiff resides in Santa Cruz County, California.

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

4 **JURISDICTION**

5 8. This Court has jurisdiction for this case pursuant to 28 U.S.C. § 1332(a). Named
6 Plaintiff and members of the proposed class are residents of California, while the Defendant is
7 incorporated in Delaware and headquartered in New Jersey.

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

12 10. This Court has personal jurisdiction over Defendant because of its continuous and
13 systematic business contacts with the State of California. Reckitt Benckiser derives substantial
14 revenue from sales of its products in California, with knowledge that its products are being marketed
15 and sold for use in this State.

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

18 **FACTUAL ALLEGATIONS**

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

21 13. Reckitt Benckiser’s corporate strategy is to forgo a large research and development
22 budget. Instead, Reckitt Benckiser studies consumer desires and the features consumers would be
23 willing to be pay for if incorporated in to Reckitt Benckiser’s current products. Reckitt Benckiser
24 then adds “innovations” to its existing products that consumers will value. Reckitt Benckiser
25 introduces ambitious performance targets for its innovations, and executives are rewarded financially
26 when the company hits or exceeds those targets.¹

27 _____
28 ¹ Margaret Corstjens, Gregory S. Carpenter, and Tushmit M. Hasan, The Promise of Targeted

1 14. Since approximately 1990, Reckitt Benckiser has marketed and sold Woolite-branded
2 laundry detergent. Reckitt Benckiser markets and sells Woolite® Darks laundry detergent and
3 Woolite® Gentle Cycle laundry detergent (collectively, “Woolite Laundry Detergent”).

4 **A. Reckitt Benckiser Represents That Woolite Laundry Detergent Revives the Color**
5 **in Clothing**

6 15. Around approximately February 2017, Reckitt Benckiser introduced a new
7 “innovation” for its Woolite® Darks and Gentle Cycle laundry detergents. Reckitt Benckiser began to
8 represent that Woolite Laundry Detergent brings the color back to clothing.

9 16. Consistent with Reckitt Benckiser’s corporate strategy, a laundry detergent’s effect on
10 the color of clothing is an important attribute to consumers when purchasing laundry detergent.

11 17. Reckitt Benckiser has made its color revival representation both on the Woolite
12 Laundry Detergent labels and through its advertising.

13 18. Since approximately February 2017, the labels on Woolite Laundry Detergent bottles
14 have represented that Woolite Laundry Detergent brings the color back to clothing. The Woolite
15 Laundry Detergent labels have a “Color Renew” logo and/or state that the Woolite Laundry
16 Detergent “revives colors.”

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

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Innovation, MIT Sloan Management Review, Vol. 60, Issue No. 2, accessed at
28 <https://sloanreview.mit.edu/article/the-promise-of-targeted-innovation/> (last accessed Mar. 26, 2020).
Attached hereto as **Exhibit A**.

Figure 1: Woolite Darks Label – Front of the Bottle



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



20. 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

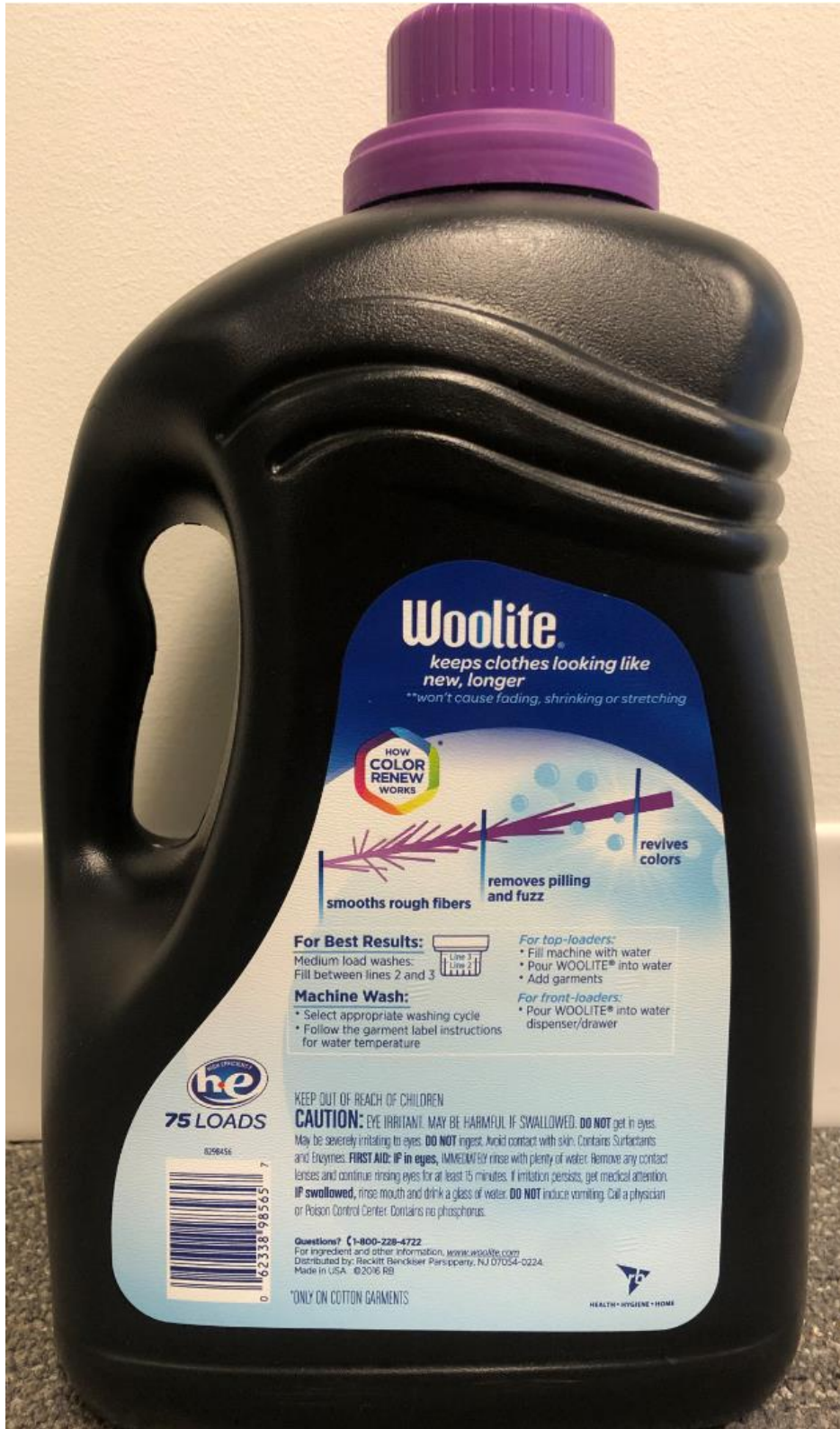


Figure 4: Woolite Gentle Cycle Label – Back of the Bottle



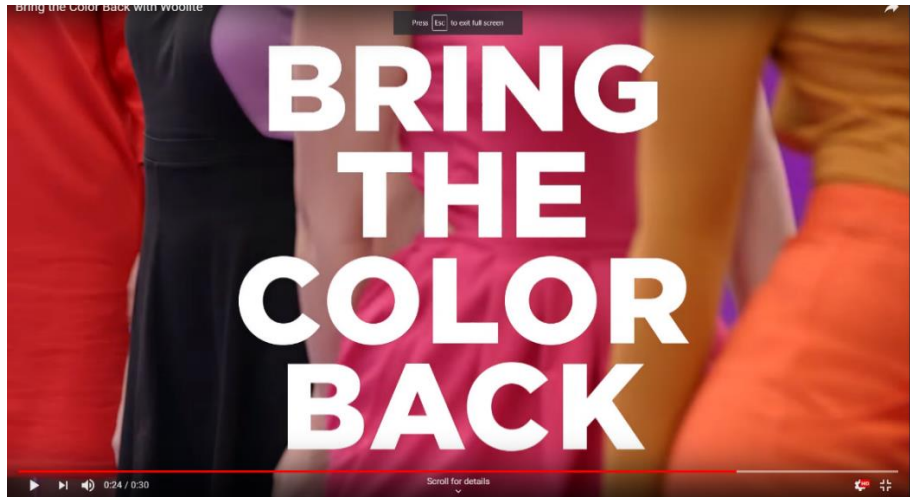
21. Defendant also made the Color Renew claims in television ads. For example, a 30-second Woolite commercial posted on YouTube on or around February 10, 2017 says:

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

22. 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 23. 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 24. 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 25. As of March 2020, the two “Bring the Color Back” commercials are still posted on the
16 Woolite YouTube page.

17 26. 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 27. 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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25 ⁴ <https://www.youtube.com/user/WOOLITE/videos>

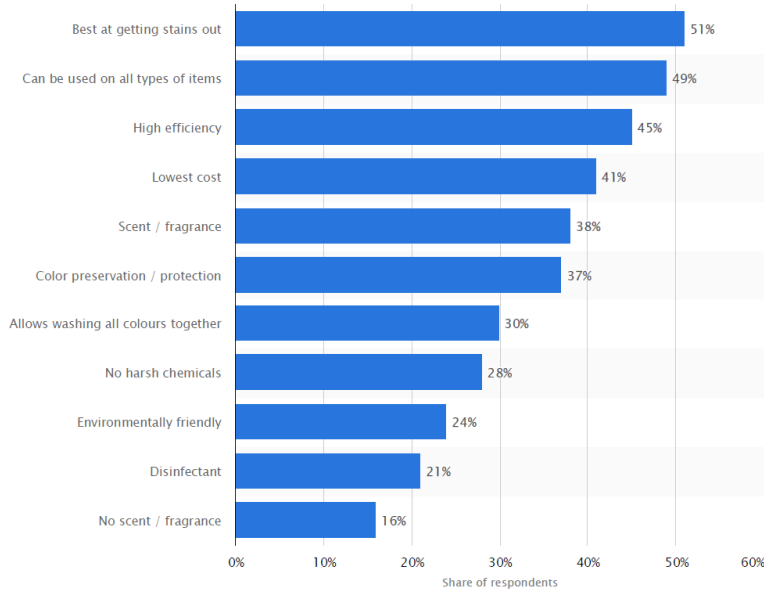
26 ⁵ <https://www.youtube.com/watch?v=sAMi-2WLkIk>; see also
27 <https://www.youtube.com/watch?v=jqJ5DgOQv3M>

28 ⁶ Statista, *Importance of selected household laundry detergent attributes in North America as of September 2015*, <https://www.statista.com/statistics/630480/important-laundry-detergent-attributes/> (last accessed Mar. 26, 2020).

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



28. 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

29. 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.

30. On or around August 29, 2019, the National Advertising Division (“NAD”) issued a

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 Mar. 26, 2020)

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

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

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

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

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

20 34. The Woolite Laundry Detergent failed the objective test.

21 35. For the testing, eight samples of cotton clothing were washed with Woolite Laundry
22 Detergent.¹¹ The laboratory measured the clothing’s loss in color using a color spectrophotometer.

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 March
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.

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

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

6 **D. Plaintiff's Experiences**

7 36. Plaintiff Steven Robert Prescott ("Prescott") resides in Santa Cruz County, California.

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

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

12 39. Prior to purchasing Woolite Darks laundry detergent, Prescott saw television
13 advertisements for Woolite Laundry Detergent.

14 40. Prior to purchasing Woolite Darks laundry detergent, Prescott read Woolite's "Color
15 Renew" logo representation on the Woolite Darks laundry detergent bottle, and Prescott relied on
16 Woolite's "Color Renew" logo representation when deciding to purchase Woolite Darks laundry
17 detergent.¹²

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

23 42. The Woolite Darks laundry detergent did not renew or revive the color in Prescott's
24 clothing. Instead, the clothing that Prescott washed with Woolite Darks laundry detergent had
25 significant fading. The fading was so significant that Prescott had to stop wearing many of the items
26 of clothing that he washed with Woolite Darks laundry detergent.

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

1 to the present (the “Class Period”).

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

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

9 53. Plaintiff reserves the right to amend the California Class definition if discovery and
10 further investigation reveal that the California Class should be expanded, divided into subclasses, or
11 modified in any other way.

12 54. Although the precise number of members of the California Class is unknown and can
13 only be determined through appropriate discovery, Plaintiff believes, and on that basis alleges, that
14 the members of the proposed California Class are so numerous that joinder of all members would be
15 impracticable as many thousands of bottles of Woolite Laundry Detergent were sold in California
16 during the proposed Class Period.

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

19 a. Whether Defendant misrepresented material facts about Woolite Laundry Detergent,
20 including the fact that Woolite Laundry Detergent could not revive color in clothing;

21 b. Whether Defendant’s marketing of Woolite Laundry Detergent was likely to mislead
22 reasonable consumers; and

23 c. The amount of monetary compensation owed by Defendant to class members due to
24 Defendant’s deceptive practices.

25 56. Plaintiff is a member of the putative California Class. The claims asserted by the
26 Plaintiff in this action are typical of the claims of the members of the putative California Class, as the
27 claims arise from the same course of conduct by the Defendant and the relief sought is common.

28 57. Plaintiff will fairly and adequately represent and protect the interests of the members

1 of the putative California Class, as his interests coincide with, and are not antagonistic to, the other
2 members of the California Class. Plaintiff has retained counsel competent and experienced in both
3 consumer protection and class action litigation.

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

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

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

19 **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21 **California Unfair Competition Law**

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

23 (Asserted By Plaintiff Prescott On Behalf Of The California Class)

24 61. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained
25 above.

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

63. Reckitt Benckiser's misrepresentations constitute a fraudulent practice under the UCL,

1 as they deceived Plaintiff Prescott and Class members into believing that Woolite Laundry Detergent
2 revives colors in clothing.

3 64. Reckitt Benckiser’s misrepresentations that Woolite Laundry Detergent revives color
4 in clothing are likely to mislead reasonable consumers acting reasonably under the circumstances.

5 65. Plaintiff has standing to bring these claims under the UCL because he was injured and
6 lost money or property, including but not limited to money paid for Woolite Laundry Detergent, as a
7 result of Woolite’s fraudulent business practices. Among other things, Prescott would not have
8 purchased Woolite Laundry Detergent if Reckitt Benckiser had not disseminated the fraudulent
9 representations described above.

10 66. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff seeks equitable relief to prevent
11 the continued use of Reckitt Benckiser’s fraudulent practices and to restore to the Class all money
12 Reckitt Benckiser may have acquired by means of its fraudulent business practices.

13 67. Plaintiff requests an award of injunctive and other equitable relief as is necessary to
14 protect the interests of the Class, including an order prohibiting Reckitt Benckiser from representing
15 that Woolite Laundry Detergent possesses Color Renew, revives color in clothing, or brings the color
16 back to clothing.

17 **SECOND CAUSE OF ACTION**
CALIFORNIA CONSUMERS LEGAL REMEDIES ACT,

18 Cal. Civ. Code § 1750, *Et Seq.*

19 (Asserted By Plaintiff Prescott On Behalf Of The California Class)

20 68. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained
21 above.

22 69. Defendant is a “person” within the meaning of California Civil Code §§ 1761(c) and
23 1770.

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

26 71. Defendant’s customers, including Plaintiff Prescott and members of the California
27 Class, are “consumers” within the meaning of California Civil Code §§ 1761(d) and 1770.

28 72. Each purchase of Defendant’s Woolite Laundry Detergent by Plaintiff and each
California Class member constitutes a “transaction” within the meaning of California Civil Code §§

1 1761(e) and 1770.

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

4 74. Plaintiff and each California Class member purchased goods from Defendant that were
5 primarily for personal, family, or household purposes.

6 75. The Consumers Legal Remedies Act (“CLRA”) makes it unlawful for a company to,
7 *inter alia*:

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

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

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

14 77. Defendant violated the CLRA by representing that Woolite Laundry Detergent revives
15 color in clothing when Defendant knew, or should have known, that that those representations are
16 unsubstantiated, false, and misleading.

17 78. Based on Defendant’s representations, Plaintiff Prescott believed that Woolite
18 Laundry Detergent revives color in clothing.

19 79. Plaintiff Prescott would not have purchased Woolite Laundry Detergent, but for
20 Defendant’s misleading representations that Woolite Laundry Detergent revives color in clothing.

21 80. Plaintiff Prescott was injured in fact, lost money, and suffered damages as a result of
22 Defendant’s misrepresentations. Prescott paid for Woolite Laundry Detergent that revives color in
23 clothing but did not receive Woolite Laundry Detergent that revives color in clothing

24 81. In accordance with Civil Code § 1780(a)(2), Plaintiff and the California Class seek
25 injunctive and equitable relief for Defendant’s violations of the CLRA, including an order enjoining
26 Defendant from continuing to represent deceptively that Woolite Laundry Detergent possesses Color
27 Renew, revives color in clothing, or brings the color back to clothing.

28 82. Plaintiff also intends to assert a claim for damages under the CLRA. Plaintiff will

1 make a demand in satisfaction of the CLRA and intend to amend this Complaint to assert a damages
2 claim once the required 30 days have elapsed. This paragraph is included for purposes of notice only
3 and is not intended to actually assert a damages claim under the CLRA.

4 83. Plaintiffs further seek reasonable attorneys' fees under Civil Code section 1780(e).

5
6 **THIRD CAUSE OF ACTION**
QUASI-CONTRACT CLAIM FOR RESTITUTION
7 (Asserted By Plaintiff Prescott On Behalf Of The California Class)

8 84. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained
9 above.

10 85. Plaintiff seeks restitution in quasi contract.

11 86. Reckitt Benckiser's misrepresentations described above (that Woolite Laundry
12 Detergent revives/renews colors in clothing) make Woolite Laundry Detergent appear more valuable
13 than it really is – leading Plaintiff and the Class to pay more to Reckitt Benckiser than they otherwise
14 would have paid.

15 87. Reckitt Benckiser knew about, accepted, and benefited from Plaintiff's and Class
16 members' purchase of Woolite Laundry Detergent.

17 88. Under these circumstances, it would be inequitable for Reckitt Benckiser to benefit
18 from its misrepresentations about Woolite Laundry Detergent and Reckitt Benckiser's persistent
19 failure to remove the misrepresentations.

20 89. To avoid injustice, Plaintiff Prescott and the Class seek restitution and/or
21 disgorgement of profits in an amount to be proven at trial.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff requests judgment against the Defendant for himself and the members of
24 the class as follows:

25 A. Certification of the requested California Class pursuant to Fed. R. Civ. P.
26 23(b)(2) and/or (b)(3);

27 B. Compensatory and actual damages in an amount according to proof at trial;

28 C. Restitution;

1 D. Disgorgement to Plaintiffs and the Class of all monies wrongfully obtained and
2 retained by Defendant;

3 E. Statutory damages, as provided by law;

4 F. 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 G. 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 H. Equitable relief;

9 I. Injunctive relief; and

10 J. Granting such other relief as the Court deems proper.

11 **JURY TRIAL DEMAND**

12 Plaintiffs hereby request a jury trial for all issues so triable of right.

13
14 DATED: March 26, 2020

Respectfully submitted,

15 By: /s/ Charles Reichmann

16 Theodore J. Leopold (*pro hac vice forthcoming*)
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