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REESE RICHMAN LLP

1 Michael R. Reese (Cal. State Bar No. 206773)
2 Kim E. Richman
3 875 Avenue of the Americas, 18th Floor
4 New York, New York 10001
5 Telephone: (212) 579-4625
6 Facsimile: (212) 253-4272
7 Email: michael@reaserichman.com
8 kim@reaserichman.com

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-and-

WHATLEY DRAKE & KALLAS

9 Deborah Clark-Weintraub
10 1540 Broadway, 37th Floor
11 New York, New York 10036
12 Telephone: (212) 447-7070
13 Facsimile: (212) 447-7077
14 Email: dweintraub@wdklaw.com

E-mail

15 *Attorneys for Plaintiff and the Proposed Class*
16 *(additional counsel for Plaintiff on signature page)*

Handwritten signature/initials

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

C09 00927 HRL

17 WAYNE KOH, on behalf of himself and all others
18 similarly situated,

Case No.: _____

Plaintiff,

Cal. Bus. & Prof. Code §17200 *et seq.*
and §17500 *et seq.*, Cal. Civ. Code
§1750 *et seq.*, Fraud, Unjust
Enrichment.

vs.

19 SC JOHNSON & SON, INC.,

Demand for Jury Trial

20 Defendant.

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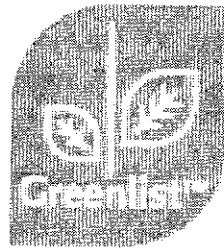
1 Plaintiff Wayne Koh ("Plaintiff"), by and through his counsel, alleges the following
2 based upon his own personal knowledge and the investigation of his counsel. Plaintiff believes
3 that substantial evidentiary support will exist for the allegations set forth herein after a
4 reasonable opportunity for discovery.

5 **NATURE OF THE CASE**

6 1. This is a proposed class action against SC Johnson & Son, Inc. ("SC Johnson" or
7 "Defendant") for misleading consumers about the environmental safety and soundness of its
8 leading household cleaning product Windex.

9 2. In recent years, consumers have become significantly more aware and sensitive to
10 their impact on the environment through the products they purchase and use. As a result, a
11 movement has developed demanding consumer products that are made from natural ingredients
12 and environmentally sound, *i.e.* that do not harm the environment through the product's
13 ingredients, manufacture, use or disposal. The term "Green" is commonly used to describe these
14 products, and the environmental movement that led to them.

15 3. Looking to profit off the growing environmental "green" movement, and to regain
16 its market share lost to truly "Green" products, starting in January, 2008 and continuing to the
17 present (the "Class Period"), SC Johnson has prominently placed a deceptive seal of approval
18 label on the front of its Windex product as follows:



24 4. Additionally, on the reverse side of the label that is read through the back of the
25 Windex packaging it states that **"Greenlist is a rating system that promotes the use of**
26 **environmentally responsible ingredients"**.
27

1 5. By making these representations, Defendant represents that Windex is made with
2 natural ingredients and is environmentally safe and sound.

3 6. Additionally, by making these representations on Windex packaging, SC Johnson
4 conveys to Plaintiff and other consumers that Windex has been subjected to a neutral, third
5 party's testing regime that had determined that Windex is environmentally friendly.

6 7. Unfortunately for consumers, these representations by Defendant are false. Based
7 upon counsel's investigation, the truth is that the Greenlist "seal of approval" is not the product
8 of a neutral, third party *but instead the work of Defendant SC Johnson itself*. Greenlist is not a
9 designation bestowed by a non-profit environmental group, or even a neutral third-party, but
10 instead is the creation of SC Johnson itself. In other words, the Greenlist "seal of approval" is
11 nothing more than SC Johnson touting its own product.

12 8. Additionally, ingredients that constitute Windex are not environmentally sound nor
13 natural, but rather pose a real risk to the environment. Despite the statement that Windex
14 contains "Greenlist ingredients", Defendant has not changed the ingredients of Windex to
15 remove all environmentally harmful chemicals. Namely, one of the key ingredients of Windex –
16 ethylene glycol n-hexyl ether – is not naturally derived and poses serious danger, including
17 death, if ingested by wildlife and small children. Moreover, because the taste of ethylene glycol
18 n-hexyl ether is sweet, the risk of it being ingested by wildlife (or, again, small children) is
19 multiplied.

20 9. The type of deception engaged in by Defendant here is becoming so rampant that the
21 term "Greenwash" has been coined to describe this type of conduct. *See e.g.*
22 <http://en.wikipedia.org/wiki/Greenwashing> ("Greenwash" is a term used to describe the
23 perception of consumers that they are being misled by a company regarding the environmental
24 practices of the company or the environmental benefits of a product or service.").

25 10. Plaintiff brings this suit to now end Defendant's deceptive practice and to recover
26 the ill-gotten gains obtained by Defendant through this deception.

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JURISDICTION AND VENUE

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2 11. This Court has jurisdiction over all causes of action asserted herein pursuant to 28
3 U.S.C. §1332(d), because the aggregate claims of the Class exceed the sum or value of
4 \$5,000,000.00, and there is diversity of citizenship between plaintiff, who, as alleged below, is a
5 citizen of California, and Defendant, which, as alleged below, is a citizen of Wisconsin.

6 12. Venue is proper in this District pursuant to 28 U.S.C. §1391(a)(1) and (2).
7 Substantial acts in furtherance of the alleged improper conduct occurred within this District.
8 Plaintiff resides within this District and bought Defendant's products within this District.

9 13. Defendant is authorized to do business in California, have sufficient minimum
10 contacts with California, and/or otherwise has intentionally availed itself of the markets in
11 California through the promotion, marketing, and sale of Windex in California, to render the
12 exercise of jurisdiction by this Court permissible under traditional notions of fair play and
13 substantial justice.

PARTIES

14
15 14. Plaintiff Wayne Koh ("Plaintiff") is a resident of Santa Cruz, California. Plaintiff
16 purchased Defendant's Windex product at its premium price on or about September, 2008 from a
17 Safeway store on 41st Street in Soquel, California based upon the representations that Windex
18 was environmentally friendly with natural ingredients that had been given the Greenlist seal of
19 approval. Plaintiff relied upon these misrepresentations in making his decision to purchase
20 Windex. Plaintiff suffered injury in that he would not have bought the Greenlist-labeled Windex
21 at its premium price had he known the truth that Greenlist was the creation of SC Johnson, and
22 not a neutral party, and that Windex was not environmentally friendly.

23 15. Defendant SC Johnson is a citizen of Racine County, Wisconsin. Defendant SC
24 Johnson describes itself as "one of the world's leading manufacturers of household cleaning
25 products and products for home storage, air care, personal care and insect control." In 2007,
26 Defendant had more than \$7.5 billion in sales.

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SUBSTANTIVE ALLEGATIONS

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2 16. In recent years, consumers have become significantly more aware and sensitive to
3 their impact on the environment through the products they purchase and use. As a result, a
4 movement has developed demanding consumer products that contain natural ingredients and are
5 environmentally sound, *i.e.* that do not harm the environment through the product's ingredients,
6 manufacture, use or disposal. The term "Green" is commonly used to describe these products,
7 and the environmental movement that led to them.

8 17. A number of new companies, such as SimpleGreen and Seventh Generation, have
9 started to provide Green products to consumers in recent years. Because of the high demand for
10 these products, Green products often command a premium price while simultaneously taking
11 away market share from products that serve similar functions but are not Green.

12 18. These new Green companies and products pose a threat to older established
13 companies, like Defendant, that produce the same type of product only without being Green.

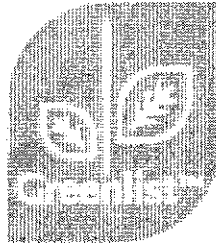
14 19. Defendant SC Johnson is one of the oldest manufacturers of household cleaning
15 products in the United States. In 2007, Defendant SC Johnson had over \$7.5 billion in sales.

16 20. Windex is one of Defendant's leading household cleaning products. Windex is
17 advertised as a multi-purpose cleaner that specializes in cleaning glass and other reflective and
18 shiny surfaces.

19 21. In recent years, Windex has faced stiff competition from a number of Green
20 products that claim to perform the same function as Windex, but do so in an environmentally
21 friendly fashion. These products include brands made by SimpleGreen and Seventh Generation.

22 22. Starting in 2005, faced with this competition, Windex began to lose market share to
23 these and other eco-friendly cleaners. See [http://findarticles.com/p/articles/mi_m0EIN/is
25 /ai_n27230492](http://findarticles.com/p/articles/mi_m0EIN/is
24 /ai_n27230492). Then in early January 2008, the threat to SC Johnson and its Windex brand
26 increased dramatically when its major competitor Clorox, Co. of Oakland, California announced
27 that it was launching a line of Green Works cleaning products that had received a seal of
approval from the Sierra Club.

1 23. In response to these market threats, and to garner a corner of the Green market for
2 itself, on January 16, 2008, Defendant SC Johnson began marketing and selling Windex in
3 packaging that prominently displayed the Greenlist label on the front to represent that the
4 product contains natural ingredients and is environmentally sound:



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9 24. The use of the word “Greenlist” is also meant to convey that the product has
10 received the approval of a non-profit environmental group or other neutral third party. In fact,
11 several environmental groups use the term “Greenlist” to describe environmentally sound
12 products, programs or people. See e.g. [http://latimesblogs.latimes.com/emeraldcity/
13 2007/10/greenlist-cali-.html](http://latimesblogs.latimes.com/emeraldcity/2007/10/greenlist-cali-.html) (Los Angeles Times column “Emerald City – She Follows the Road
14 to Green Living” that posts a “Greenlist” of companies that have environmentally sound
15 practices); http://www.greenlivingonline.com/tag/Green_List/ (use of term “Greenlist” by the
16 magazine GreenLiving to commemorate people who have dedicated their lives to protecting the
17 environment).

18 25. Defendant is able to charge consumers a premium for its Greenlist products, as much
19 as 50% than its competitors’ products that are not falsely portrayed as green.

20 26. Unfortunately for consumers, however, the Greenlist designation used by SC
21 Johnson to describe Windex has not been conferred by a non-profit environmental group or
22 neutral third party as is conveyed by the label. Instead, it is merely the creation of Defendant.

23 27. Furthermore, despite the representation on its label that Windex contains
24 environmentally friendly “Greenlist ingredients”, Defendant has, in fact, not changed the
25 ingredients of Windex to remove all environmentally harmful ingredients. Namely, one of the
26 key ingredients of Windex is ethyl glycol n-hexyl ether. This chemical is not natural and poses
27 serious danger, including death, if ingested by wildlife and small children. Moreover, because

1 the taste of ethyl glycol n-hexyl ether is sweet, the risk of it being ingested by wildlife and small
2 children is multiplied.

3 28. In other words, Windex is not environmentally responsible or sound as the Greenlist
4 labeling leads one to believe.

5 **CLASS ALLEGATIONS**

6 29. Plaintiff brings this action as a California statewide class action pursuant to Rule 23
7 of the Federal Rules of Civil Procedure on behalf of all residents of California who purchased
8 any Windex product bearing the Greenlist label during the period January 17, 2008 to present
9 (the "Class"). Excluded from the Class are officers and directors of the Defendant, members of
10 the immediate families of the officers and directors of the Defendant, and their legal
11 representatives, heirs, successors or assigns and any entity in which they have or have had a
12 controlling interest.

13 30. At this time, Plaintiff does not know the exact number of Class members; however,
14 given the immense sales volume of Windex, Plaintiff believes that Class members are so
15 numerous that joinder of all members of the Class is impracticable.

16 31. There is a well-defined community of interest in the questions of law and fact
17 involved in this case. Questions of law and fact common to the members of the Class which
18 predominate over questions which may affect individual Class members include:

- 19 (a) Whether Defendant labeled, marketed, advertised and/or sold its Windex
20 products to Plaintiff and those similarly situated using false, misleading and/or
21 deceptive statements or representations, including statements or representations
22 concerning the environmental soundness of Windex;
- 23 (b) Whether Defendant misrepresented material facts in connection with the
24 sales of its Windex products;
- 25 (c) Whether Defendant participated in and pursued the common course of
26 conduct complained of herein;
- 27

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(d) Whether Defendant's labeling, marketing, advertising and/or selling of its Windex products with a Greenlist label constitutes an unfair or deceptive consumer sales practice; and

(e) Whether Defendant was unjustly enriched.

32. Plaintiff's claims are typical of those of the Class because Plaintiff, like all members of the Class, purchased Windex bearing the Greenlist label in a typical consumer setting and sustained damages from Defendant's wrongful conduct.

33. Plaintiff will adequately protect the interests of the Class and has retained counsel who are experienced in litigating complex class actions. Plaintiff has no interests that conflict with those of the Class.

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

35. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendant has acted or refused to act on grounds generally applicable to the Class thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

36. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another might not. Additionally, individual actions may be dispositive of the interests of the Class, although certain Class members are not parties to such actions.

37. Defendant's conduct is generally applicable to the Class as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendant's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Business and Professions Code § 17200, *et seq.* –

Unlawful Business Acts and Practices)

38. Plaintiff repeats each and every allegation contained in the paragraphs above and incorporates such allegations by reference herein.

39. As set forth above, the Greenlist label is false, deceptive and misleading because it causes consumers to believe that Defendant’s products are from natural ingredients that are environmentally safer than the non-Greenlist label versions of these products and that products carrying the Greenlist label have been independently tested and approved as such. In fact, however, as described above, Greenlist is nothing more than a deceptive marketing ploy designed by Defendant to increase sales of its products in this environmentally conscious time. Products bearing the Greenlist label have not been independently tested and have not been reformulated to be environmentally friendly. To the contrary, products bearing the Greenlist label contain the same non-natural toxic chemicals harmful to the environment and animals as are present in Defendant’s products without the Greenlist label.

40. Defendant designed the false, misleading and deceptive Greenlist label with intent to sell, distribute and increase the consumption of its products bearing the Greenlist label including Windex.

41. Defendant designed the false, misleading and deceptive Greenlist label with intent to sell, distribute and increase the consumption of its products bearing the Greenlist label including Windex.

42. Defendant’s violation constitutes unlawful business acts and practices, which caused Plaintiff and Class members to suffer pecuniary loss. Specifically, Defendant’s false, deceptive and misleading Greenlist label caused consumers to purchase Defendant’s products believing they were environmentally friendly when, in fact, they were not.

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1 43. In this regard, Defendant's manufacturing, marketing, advertising, packaging,
2 labeling, distributing and selling products bearing the Greenlist label violates California's
3 Business and Professions Code.

4 44. The business acts and practices alleged above are unlawful under the Consumers
5 Legal Remedy Act, Cal. Civ. Code §1750, et seq. ("CLRA"), which forbids deceptive
6 advertising.

7 45. The business acts and practices alleged above are unlawful under §17200, et seq. by
8 virtue of violating §17500, et seq., which forbids untrue advertising and misleading advertising.

9 46. As a result of the business acts practices described above, Plaintiff and the Class,
10 pursuant to Business and Professions Code § 17203, are entitled to an order enjoining such
11 future conduct on the part of the Defendant and such other orders and judgments which may be
12 necessary to disgorge Defendant's ill-gotten gains and to restore to any person in interest any
13 money paid for products bearing the Greenlist label as a result of the wrongful conduct of the
14 Defendant.

15 47. The above-described unlawful business acts and practices of the Defendant present a
16 threat and reasonable likelihood of deception to Plaintiff and members of the Class in that
17 Defendant has systematically perpetrated and continue to perpetrate such acts or practices upon
18 members of the Class by means of its misleading manufacturing, marketing, advertising,
19 packaging, labeling, distributing and selling of products bearing the Greenlist label.

20 48. THEREFORE, Plaintiff prays for relief as set forth below.

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SECOND CAUSE OF ACTION

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(Business and Professions Code § 17200, et seq. –

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Unfair Business Acts and Practices)

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49. Plaintiff repeats each and every allegation contained in the paragraphs above and
incorporates such allegations by reference herein.

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50. Such acts of the Defendant, as described above, constitute unfair business acts and
practices.

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1 51. Plaintiff, and other members of the Class who purchased Defendant's Windex
2 products bearing the Greenlist label, suffered a substantial injury by virtue of buying a product
3 they would not have purchased absent Defendant's unfair marketing, advertising, packaging and
4 labeling or by paying an excessive premium price for the unfairly marketed, advertised,
5 packaged and labeled products bearing the Greenlist label.

6 52. There is no benefit to consumers or competition by deceptively marketing,
7 advertising, packaging and labeling water beverages. Indeed, the harm to consumers and
8 competition is substantial.

9 53. Plaintiff and other members of the Class who purchased Defendant's products
10 bearing the Greenlist label had no way of reasonably knowing that the product they bought was
11 not as marketed, advertised, packaged and labeled. Thus, they could not have reasonably
12 avoided the injury each of them suffered.

13 54. The gravity of the consequences of Defendant's conduct as described above
14 outweighs any justification, motive or reason therefore, particularly considering the available
15 legal alternatives which exist in the marketplace, and is immoral, unethical, unscrupulous,
16 offends established public policy or is substantially injurious to Plaintiff and other members of
17 the Class.

18 55. As a result of the business acts and practices described above, Plaintiff and the
19 Class, pursuant to Business and Professions Code § 17203, are entitled to an order enjoining
20 such future conduct on the part of the Defendant, and such other orders and judgments which
21 may be necessary to disgorge Defendant's ill-gotten gains and to restore to any person in interest
22 any money paid for products bearing the Greenlist label as a result of the wrongful conduct of
23 the Defendant.

24 56. THEREFORE, Plaintiff prays for relief as set forth below.
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THIRD CAUSE OF ACTION

**(Business and Professions Code § 17200, *et seq.* –
Fraudulent Business Acts and Practices)**

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4 57. Plaintiff repeats each and every allegation contained in the paragraphs above and
5 incorporates such allegations by reference herein.

6 58. Such acts of the Defendant, as described above, constitute fraudulent business
7 practices under California Business and Professions Code sections § 17200, *et seq.*

8 59. As more fully described above, Defendant's misleading marketing, advertising,
9 packaging and labeling of products bearing the Greenlist label is likely to deceive reasonable
10 California consumers. Indeed, Plaintiff and other members of the Class were unquestionably
11 deceived regarding the characteristics of Defendant's product, as Defendant's marketing,
12 advertising, packaging and labeling of products bearing the Greenlist label misrepresent and/or
13 omit the true nature and quality of its product. Said acts are fraudulent business acts and
14 practices.

15 60. This fraud and deception caused Plaintiff and members of the Class to purchase
16 more of Defendant's product than they would have or pay more than they would have for the
17 product had they known the true nature and quality of its product.

18 61. As a result of the business acts and practices described above, Plaintiff and the
19 Class, pursuant to Business and Professions Code § 17203, are entitled to an order enjoining
20 such future conduct on the part of the Defendant, and such other orders and judgments which
21 may be necessary to disgorge Defendant's ill-gotten gains and to restore to any person in interest
22 any money paid for products bearing the Greenlist label as a result of the wrongful conduct of
23 the Defendant.

24 62. THEREFORE, Plaintiff prays for relief as set forth below.
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FOURTH CAUSE OF ACTION

(Business and Professions Code § 17500, *et seq.* –

Misleading and Deceptive Advertising)

63. Plaintiff repeats each and every allegation contained in the paragraphs above and incorporates such allegations by reference herein.

64. Plaintiff asserts this cause of action for violations of California Business and Professions Code §17500, *et seq.* for misleading and deceptive advertising against the Defendant.

65. At all material times, the Defendant engaged in a scheme of offering its products bearing the Greenlist label for sale to Plaintiff and other members of the Class by way of, *inter alia*, commercial marketing and advertising, product packaging and labeling and other promotional materials. These materials misrepresented and/or omitted the true nature and quality of Greenlist Windex. Said advertisements and inducements were made within the State of California and come within the definition of advertising as contained in Business and Professions Code §17500, *et seq.* in that such promotional materials were intended as inducements to purchase products bearing the Greenlist label and are statements disseminated by the Defendant to Plaintiff and the Class and were intended to reach members of the Class. Defendant knew, or in the exercise of reasonable care should have known, that these statements were misleading and deceptive.

66. In furtherance of said plan and scheme, Defendant has prepared and distributed within the State of California via commercial marketing and advertising, product packaging and labeling, and other promotional materials, statements that misleadingly and deceptively represent the ingredients contained in Windex. Consumers, including Plaintiff, necessarily and reasonably relied on these materials, believing the products bearing the Greenlist label were environmentally friendly when, in fact, they were not. Consumers, including Plaintiff and the Class, were among the intended targets of such representations.

67. The above acts of the Defendant, in disseminating said misleading and deceptive statements throughout the State of California to consumers, including Plaintiff and members of

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1 the Class, were and are likely to deceive reasonable consumers, including Plaintiff and other
2 members of the Class, by obfuscating the true nature and quality of Windex, all in violation of
3 the “misleading prong” of California Business and Professions Code § 17500.

4 68. As a result of the above violations of the “misleading prong” of Business and
5 Professions Code § 17500, *et seq.*, Defendant has been unjustly enriched at the expense of
6 Plaintiff and the other members of the Class. Plaintiff and the Class, pursuant to Business and
7 Professions Code § 17535, are entitled to an order of this Court enjoining such future conduct on
8 the part of the Defendant, and such other orders and judgments which may be necessary to
9 disgorge Defendant’s ill-gotten gains and restore to any person in interest any money paid for
10 products bearing the Greenlist label as a result of the wrongful conduct of the Defendant.

11 69. THEREFORE, Plaintiff prays for relief as set forth below.

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13 **FIFTH CAUSE OF ACTION**

14 **(Business and Professions Code § 17500, *et seq.* - Untrue Advertising)**

15 70. Plaintiff repeats each and every allegation contained in the paragraphs above and
16 incorporates such allegations by reference herein.

17 71. Plaintiff asserts this cause of action for violations of California Business and
18 Professions Code § 17500, *et seq.*, for untrue advertising against the Defendant.

19 72. At all material times, Defendant has engaged in a scheme of offering products
20 bearing the Greenlist label for sale to Plaintiff and other members of the Class by way of, *inter*
21 *alia*, commercial marketing and advertising, product packaging and labeling, and other
22 promotional materials. These materials misrepresented and/or omitted the true contents of
23 Windex. Said advertisements and inducements were made within the State of California and
24 come within the definition of advertising as contained in Business and Professions Code §17500,
25 *et seq.* in that such promotional materials were intended as inducements to purchase products
26 bearing the Greenlist label and are statements disseminated by the Defendant to Plaintiff and the
27 Class and were intended to reach members of the Class. Defendant knew, or in the exercise of
reasonable care should have known, that these statements were untrue.

1 73. In furtherance of said plan and scheme, Defendant has prepared and distributed
 2 within the State of California via commercial marketing and advertising, the World Wide Web
 3 (Internet), product packaging and labeling, and other promotional materials, statements that
 4 falsely advertise the ingredients contained in Windex. Consumers, including Plaintiff and the
 5 Class, are among the intended targets of such representations and would reasonably be deceived
 6 by such promotional materials.

7 74. The above acts of the Defendant in disseminating said untrue advertising throughout
 8 the State of California deceived Plaintiff and the other members of the Class by obfuscating the
 9 nature and quality of Windex, all in violation of the "untrue prong" of California Business and
 10 Professions Code §17500.

11 75. As a result of the above violations of the "untrue prong" of Business and Professions
 12 Code § 17500, *et seq.*, Defendant has been unjustly enriched at the expense of Plaintiff and the
 13 other members of the Class. Plaintiff and the Class, pursuant to Business and Professions Code §
 14 17535, are entitled to an order of this Court enjoining such future conduct on the part of the
 15 Defendant, and such other orders and judgments which may be necessary to disgorge
 16 Defendant's ill-gotten gains and restore to any person in interest any money paid for products
 17 bearing the Greenlist label as a result of the wrongful conduct of the Defendant.

18 76. THEREFORE, Plaintiff prays for relief as set forth below.

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 20 **SIXTH CAUSE OF ACTION**

21 **(Consumers Legal Remedies Act - Cal. Civ. Code §1750, *et seq.*)**

22 **(Injunctive Relief Only)**

23 77. Plaintiff realleges and incorporates by reference the paragraphs stated above in this
 24 Class Action Complaint as set forth herein.

25 78. This cause of action is brought pursuant to the California Consumers Legal
 26 Remedies Act, Cal. Civ. Code §1750, *et seq.* (the "CLRA"). This cause of action does not seek
 27 monetary damages at this point, but is limited solely to injunctive relief. Plaintiff will amend

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1 this Class Action Complaint to seek damages in accordance with the CLRA after providing the
2 Defendant with notice pursuant to Cal. Civ. Code § 1782.

3 79. Defendant's actions, representations and conduct has violated, and continues to
4 violate the CLRA, because they extend to transactions that are intended to result, or which have
5 resulted, in the sale of lease of goods or services to consumers.

6 80. Plaintiff and other Class Members are "consumers" as that term is defined by the
7 CLRA in Cal. Civ. Code §1761(d).

8 81. The products bearing the Greenlist label that Plaintiff and other members of the
9 Class purchased from Defendant were "goods" within the meaning of Cal. Civ. Code §1761(a).

10 82. By engaging in the actions, misrepresentations and misconduct set forth in this Class
11 Action Complaint, Defendant has violated, and continue to violate, §1770(a)(7) of the CLRA.
12 Specifically, in violation of Cal. Civ. Code § 1770(a)(7), Defendant's acts and practices
13 constitute unfair methods of competition and unfair or fraudulent acts or practices in that they
14 misrepresent the particular standard, quality or grade of the goods.

15 83. By engaging in the actions, misrepresentations and misconduct set forth in this Class
16 Action Complaint, Defendant has violated, and continue to violate, §1770(a)(16) of the CLRA.
17 Specifically, in violation of Cal. Civ. Code §1770(a)(16), Defendant's acts and practices
18 constitute unfair methods of competition and unfair or fraudulent acts or practices in that they
19 represent that a subject of a transaction has been supplied in accordance with a previous
20 representation when they have not.

21 84. Plaintiff requests that this Court enjoin the Defendant from continuing to employ the
22 unlawful methods, acts and practices alleged herein pursuant to Cal. Civ. Code §1780(a)(2). If
23 Defendant is not restrained from engaging in these types of practices in the future, Plaintiff and
24 other members of the Class will continue to suffer harm.

25 85. THEREFORE, Plaintiff prays for relief as set forth below.
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SEVENTH CAUSE OF ACTION

(Fraud, Deceit and/or Misrepresentation)

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3 86. Plaintiff repeats each and every allegation contained in the paragraphs above and
4 incorporates such allegations by reference herein.

5 87. Defendant, through its labeling, advertising and marketing of products bearing the
6 Greenlist label, make uniform representations and offers regarding the nature and quality of
7 Windex as described above. Defendant engaged in, and continues to engage in, such fraudulent,
8 misrepresentative, false and/or deceptive acts with full knowledge that such acts were, and are,
9 in fact, misrepresentative, false or deceptive.

10 88. The aforementioned fraud, misrepresentations, deceptive, and/or false acts and
11 omissions concern material facts that are essential to the analysis undertaken by Plaintiff, and
12 those similarly situated, in deciding whether to purchase Defendant's products bearing the
13 Greenlist label.

14 89. Plaintiff, and those similarly situated, would have acted differently had they not been
15 misled – i.e. they would not have paid money for the product in the first place.

16 90. Defendant has a duty to correct the misinformation it disseminated through its
17 advertising of products bearing the Greenlist label. By not informing Plaintiff, and those
18 similarly situated, Defendant has breached this duty. Defendant also gained financially from,
19 and as a result of this breach.

20 91. By and through such fraud, deceit, misrepresentations and/or omissions, Defendant
21 intended to induce Plaintiff, and those similarly situated, to alter their position to their detriment.

22 92. Plaintiff and those similarly situated, justifiably and reasonably relied on
23 Defendant's misrepresentations, and, as such, were damaged by Defendant.

24 93. As a direct and proximate result of Defendant's fraud, deceit and/or
25 misrepresentations, Plaintiff, and those similarly situated, have suffered damages in an amount
26 equal to the amount they paid for Defendant's products bearing the Greenlist label. The exact
27 amount of this difference will be proven at trial.

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1 94. Defendant acted with intent to defraud, or with reckless or negligent disregard of the
2 rights of, Plaintiff, and those similarly situated.

3 95. Plaintiff, and those similarly situated, are entitled to punitive damages.

4 96. THEREFORE, Plaintiff prays for relief as set forth below.

5
6 **EIGHTH CAUSE OF ACTION**

7 **(Unjust Enrichment)**

8 97. Plaintiff repeats each and every allegation contained in the paragraphs above and
9 incorporates such allegations by reference herein.

10 98. As a result of Defendant's deceptive, fraudulent and misleading labeling,
11 advertising, marketing and sales of products bearing the Greenlist label, Defendant was enriched,
12 at the expense of Plaintiff, and all others similarly situated, through the payment of the purchase
13 price of Defendant's product.

14 99. Under the circumstances, it would be against equity and good conscience to permit
15 the Defendant to retain the ill-gotten benefits that it received from Plaintiff, and all others
16 similarly situated, in light of the fact that the products bearing the Greenlist label purchased by
17 Plaintiff, and all others similarly situated, wer not what the Defendant purported them to be.
18 Thus, it would be unjust or inequitable for Defendant to retain the benefit without restitution to
19 Plaintiff, and all others similarly situated, for the monies paid to Defendant for such products
20 bearing the Greenlist label.

21 100. Accordingly, equity and good conscience demand that Defendant should return the
22 benefit conferred by Plaintiff and Class members.

23 101. THEREFORE, Plaintiff prays for relief as set forth below.
24
25
26
27

PRAYER FOR RELIEF

THEREFORE, Plaintiff prays for judgment as follows:

- Certification of the Class, certifying Plaintiff as representative of the Class, and designating his counsel as counsel for the Class;
- A declaration that Defendant has committed the violations alleged herein;
- For restitution and disgorgement pursuant to, without limitation, the California Business & Professions Code §§ 17200, *et seq.* and 17500, *et seq.*;
- For declaratory and injunctive relief pursuant to, without limitation, the California Business & Professions Code §§ 17200, *et seq.* and 17500, *et seq.*;
- For declaratory and injunctive relief only pursuant to California Civil Code § 1780, as Plaintiff through this Complaint at this point expressly does not seek any monetary type of relief pursuant to the CLRA;
- An award of compensatory damages, the amount of which is to be determined at trial;
- For punitive damages;
- For interest at the legal rate on the foregoing sums;
- For costs of suit incurred; and
- For such further relief as this Court may deem just and proper.

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JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: March 3, 2009

REESE RICHMAN LLP

/s/ Michael R. Reese

Michael R. Reese

Kim E. Richman

875 Avenue of the Americas, 18th Floor

New York, New York 10001

Telephone: (212) 579-4625

Facsimile: (212) 253-4272

- and -

WHATLEY DRAKE & KALLAS, LLC

Deborah Clark-Weintraub

1540 Broadway – 37th Floor

New York, New York 10036

Telephone: (212) 447-7070

Facsimile: (212) 447-7077

ADEMI & O'REILLY, LLP

Shpetim Ademi

3620 East Layton Avenue

Cudahy, Wisconsin 53110

Telephone: (414) 482-8000

Facsimile: (414) 482-8001

Attorneys for Plaintiff and the Proposed Class

REESE RICHMAN LLP, 875 AVENUE OF THE AMERICAS, 18TH FLOOR NEW YORK, NEW YORK 10001

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CIVIL COVER SHEET

JS 44 (Rev. 12/07) (and rev 1-16-08)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

<p>I. (a) PLAINTIFFS Wayne Koh</p>	<p>DEFENDANTS SC Johnson & Son Inc</p>
<p>(b) County of Residence of First Listed Plaintiff Santa Cruz County, CA (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p>County of Residence of First Listed Defendant Racine County, WI (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p>
<p>(c) Attorney's (Firm Name, Address, and Telephone Number) Reese Richman LLP 875 6th Avenue, 18th Floor New York, NY 10001</p>	<p>Attorneys (If Known) C09 00927HRL</p>

ADR

E-filing

<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)		FORFEITURE/PENALTY		BANKRUPTCY	OTHER STATUTES
<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare/Act</p> <p><input type="checkbox"/> 152 Recovery of Defunded Student Loans (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 362 Personal Injury—Mod. Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury—Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food & Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. & Truck</p> <p><input type="checkbox"/> 650 Airline Regs.</p> <p><input type="checkbox"/> 660 Occupational Safety/Health</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Habeas Corpus—Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 830 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Arbitration</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 430 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Summary Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Adversion Act</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332(d)

Brief description of cause:
Misrepresentation regarding environmental soundness of product

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

SAN FRANCISCO OAKLAND SAN JOSE

DATE: March 3, 2009

SIGNATURE OF ATTORNEY OF RECORD: *Reese Richman*