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DANISH FAROOQ



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

DANISH FAROOQ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

4e BRANDS NORTH AMERICA, LLC,

Defendant.

Case No. 3:21-cv-00663

CLASS ACTION

**COMPLAINT FOR VIOLATIONS
OF:**

1. **CONSUMER LEGAL
REMEDIES ACT, CAL.
CIV. CODE §§ 1750, *ET
SEQ.*;**
2. **FALSE ADVERTISING
LAW, CAL. BUS. & PROF.
§§ 17500, *ET SEQ.*;**
3. **UNFAIR COMPETITION
LAW, CAL. BUS. & PROF.
§§ 17200, *ET SEQ.*;**
4. **NEGLIGENT
MISREPRESENTATION;
AND**
5. **INTENTIONAL
MISREPRESENTATION**

JURY TRIAL DEMANDED

INTRODUCTION

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2 1. Plaintiff Danish Farooq (“Mr. Farooq” or “Plaintiff”) brings this Class
3 Action Complaint to challenge the deceptive advertising and business practices of
4 defendant, 4e Brands North America, LLC (“4e Brands” or “Defendant”) with
5 regard to Defendant’s false and misleading promotion of Assured Aloe Hand
6 Sanitizer, Assured Clear Hand Sanitizer, Assured Instant Hand Sanitizer (Vitamin E
7 and Aloe), Assured Instant Hand Sanitizer (Aloe and Moisturizers), Blumen
8 Antibacterial Fresh Citrus Hand Sanitizer, Klar and Danver Instant Hand Sanitizer,
9 Hello Kitty by Sanrio Hand Sanitizer, the Honeykeeper Hand Sanitizer, Blumen
10 Instant Hand Sanitizer, Blumen Advanced Clear Hand Sanitizer, Blumen Aloe
11 Advanced Hand Sanitizer, Blumen Advanced Hand Sanitizer, Blumen Clear Hand
12 Sanitizer, Blumen Clear Tea Tree Hand Sanitizer, and Modesa Clear Gel
13 Antibacterial,¹ (collectively, the “Products”).

14 2. Each of the Products are identically defective because each of the
15 Products contains methanol instead of ethyl alcohol (“ethanol”), which makes the
16 Products toxic and life threatening. Exposure to methanol can result in nausea,
17 vomiting, headache, blurred vision, permanent blindness, seizures, coma, permanent
18 damage to the nervous system or death.

19 3. Consequently, Defendant’s advertised claims that each of the Products
20 contains “70% Ethyl Alcohol” as the active ingredient and that the Products are
21 “Hand Sanitizer” are false and misleading.

22 4. Plaintiff makes these allegations as follows upon personal knowledge
23 as to Plaintiff’s own acts and experiences, and, as to all other matters, upon
24 information and belief, including investigations conducted by Plaintiff’s attorneys.

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26 ¹ The list of products includes products of similar name varying in sizes, and
27 discovery may reveal even more products with the identical defect. A complete list
28 of products can be found at: <https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use#products> (last accessed Jan. 20, 2021).

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PARTIES

11. Mr. Farooq is a natural person residing in Hayward, Alameda County, California.

12. Upon information and belief, Defendant is a limited liability corporation with its principal place of business at 17806 W. Interstate 10, Suite 300, San Antonio, Texas, 78257- 8222. Defendant manufactures, markets, and distributes the Products throughout the United States, including in New York.

NATURE OF THE CASE

13. Defendant manufactures and sells hand sanitizers throughout the United States, including at Costco Wholesale retail locations.

14. Throughout its website, Defendant boasts of making a “positive change in your life,” and “promoting a good and healthy well-being.”

15. Defendant represents on its packaging that the Products’ active ingredient is seventy percent (70%) Ethyl Alcohol. It also contains representations about the sanitizer, such as “KILLS UP TO 99.9% OF GERMS” and “ETHYL ALCOHOL 70%.”

16. Ethyl Alcohol, or ethanol, is a grain—based alcohol that is commonly used as an active ingredient in hand sanitizer. Ethyl alcohol is generally considered a safe substance that is used in a variety of other applications, including cosmetics, beer, liquor, and even food.

17. On the other hand, methanol, or wood alcohol, is a substance that can be toxic when absorbed through the skin and can be life-threatening when ingested.

18. On July 8, 2020, the FDA added each of Defendant’s Products to the list of hand sanitizer products that were labeled to contain ethanol, but that in fact were contaminated with methanol, and that, accordingly, could not be used by consumers.²

² <https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use> (last accessed Jan. 20, 2021).



1 19. Following the FDA’s warnings of methanol, on July 24, 2020, 4e
2 Brands issued recalls on all of its hand sanitizer products, including the Products. 4e
3 Brands admitted that the Products are being recalled due to a presence of methanol
4 which poses a significant health risk.

5 20. However, when 4e Brands performed its recalls, it did not offer to
6 reimburse consumers, instead 4e Brands instructed consumers to “stop using the
7 product and return it to the place of purchase,” and that “[c]onsumers should contact
8 their physician or healthcare provider if they experienced any problems.”³

9 **FACTUAL ALLEGATIONS**

10 21. Plaintiff re-alleges and incorporates by reference all of the above
11 paragraphs of this Complaint as though fully stated herein.

12 22. On or about June 23, 2020, Plaintiff purchased two bottles of 33.8 Fl
13 oz Blumen Hand Sanitizer (“Blumen bottles”) at Costco Wholesale.

14 23. Immediately after Plaintiff’s children used the Blumen bottles, both of
15 Plaintiff’s children began vomiting, which is one of the symptoms of methanol
16 toxicity.

17 24. Plaintiff used the Blumen bottles regularly.

18 25. At the time Plaintiff purchased Defendant’s Blumen bottles, Plaintiff
19 believed Defendant’s claims that the product had 70% Ethyl Alcohol.

20 26. Plaintiff also believed the Blumen bottles could “kill[] up to 99.9% of
21 germs” based on Defendant’s representation on the Blumen bottles’ labels.

22 27. Plaintiff also believed Defendant’s representation that the Blumen
23 bottles were safe to use and even helpful for Plaintiff based on the below symbol on
24 Defendant’s label.

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27 ³ <https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/4e-brands-north-america-issues-nationwide-voluntary-recall-hand-sanitizer-due-potential-presence> (last accessed Jan. 20, 2021).
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4 28. At the time Plaintiff purchased Defendant's Blumen bottles, Plaintiff
5 believed and relied upon Defendant's representations on the label.

6 29. Plaintiff reasonably believed that Defendant's Blumen bottles could
7 kill 99.9% of germs without danger to his health, and that the main ingredient was
8 ethyl alcohol.

9 30. On or about August 2020, Plaintiff received a postcard in the mail from
10 Costco notifying him that the Blumen bottles Plaintiff purchased contained
11 methanol.

12 31. Plaintiff suffered economic damages because Plaintiff would not have
13 purchased the Blumen bottles had Plaintiff known that it contained dangerous
14 methanol.

15 32. All of the Products Plaintiff purchased contain identical or substantially
16 similar representations on their labels regarding the nature the Products.

17 33. Defendant knew, or in the exercise of reasonable care, should have
18 known that its Products contained methanol; thus, Defendant knew or should have
19 known that its advertising materials were misleading or false.

20 34. As a consequence of Defendant's unfair and deceptive advertising and
21 manufacturing practices, Plaintiff and other consumers similarly situated purchased
22 and overpaid for Defendant's Products under the false impression that the Products
23 safely could kill 99.9% of germs and that they contained ethyl alcohol.

24 35. Plaintiff would purchase one of Defendant's Products in the future;
25 however, at this time he is unable to out of fear that the label with contain a
26 misrepresentation or that the Products will contain dangerous ingredients.

27 36. Plaintiff and other consumers similarly situated in California purchased
28 and overpaid for Defendant's Products under the misrepresentations listed above.

1 37. If Plaintiff and class members had been aware that the Products
2 contained methanol, Plaintiff and the putative class members would not have
3 purchased the Products. In other words, Plaintiff and the class members would not
4 have purchased the Products but for the representations on Defendant's Products'
5 labels.

6 38. Plaintiff and other similarly situated consumers were exposed to and
7 relied upon the same material misrepresentations made on Defendant's labels.

8 39. As a result of Defendant's false and misleading statements, Plaintiff
9 and other similarly situated consumers purchased thousands, if not tens or hundreds
10 of thousands, of Products, and they have suffered and continue to suffer injury in
11 fact through the loss of money and/or property.

12 40. This action seeks, among other things, equitable and injunctive relief,
13 restitution of all amounts illegally obtained, and disgorgement of any and all ill-
14 gotten gains as a result of the misconduct alleged herein.

15 **CLASS ACTION ALLEGATIONS**

16 41. Plaintiff re-alleges and incorporates by reference all of the above
17 paragraphs of this Complaint as though fully stated herein.

18 42. Plaintiff brings this action individually and on behalf of all others
19 similarly situated in California against Defendant, pursuant to Federal Rule of Civil
20 Procedure 23.

21 43. Plaintiff represents, and is a member of the class ("the Class"),
22 consisting of:

23 All persons within the State of California who purchased one of
24 the Products from Defendant within the four years prior to the
25 filing of the Complaint.

26 44. Excluded from the Class are Defendant and any of its officers,
27 directors, and employees; the judge to which this case is assigned; and the judge's
28 staff.

1 45. Plaintiff reserves the right to modify or amend the Class definition
2 before the Court determines whether certification is appropriate.

3 46. The “Class Period” means four years prior to the filing of the Complaint
4 in this action.

5 47. Ascertainability. Plaintiff does not know the number of members in the
6 Class, but Plaintiff currently believes that there are several hundreds, if not more,
7 members of the Class within the State of California.

8 48. Upon information and belief, Defendant and Defendant’s distributors
9 keep detailed and accurate records of purchasers of the Products. Therefore, the
10 members of the Class are ascertainable through Defendant’s records and/or
11 Defendant’s agents’ records regarding online sales, as well as through public notice.
12 This matter should therefore be certified as a Class action to assist in the expeditious
13 litigation of this matter.

14 49. Numerosity. The members of the Class are so numerous and
15 geographically disbursed throughout the California that joinder of all Class members
16 is impractical, and the disposition of their claims in the Class action will provide
17 substantial benefits both to the parties and to the Court.

18 50. Existence and Predominance of Common Questions of Law and Fact.
19 There is a well-defined community of interest in the questions of law and fact
20 involved and affecting the parties to be represented. Common questions of law and
21 fact exist in this matter, which predominate over questions that may affect individual
22 Class members, including but not limited to the following:

- 23 a. Whether Defendant committed the wrongful conduct alleged herein;
- 24 b. Whether Defendant’s Products contained methanol;
- 25 c. Whether Defendant’s claims on the Products labels were false or
26 misleading;
- 27 d. Whether Defendant, through its conduct, received money that, in equity
28 and good conscience, belongs to Plaintiff and the members of the Class;

- 1 e. Whether the members of the Class sustained and/or continue to sustain
- 2 damages attributable to Defendant’s conduct, and, if so, the proper
- 3 measure and appropriate formula to be applied in determining such
- 4 damages; and
- 5 f. Whether the members of the Class are entitled to injunctive and/or any
- 6 other equitable relief.

7 51. Typicality. As a person who purchased the Products, Plaintiff is

8 asserting claims that are typical of the Class.

9 52. Plaintiff’s claims involve the same violations of law by Defendant as

10 other Class members’ claims.

11 53. Plaintiff and members of the Class also sustained damages arising out

12 of the common course of conduct complained of herein.

13 54. Adequacy of Representation. Plaintiff will fairly and adequately

14 represent and protect the interests of other members of the Class in that Plaintiff has

15 no interests antagonistic to any member of the Class. Further, Plaintiff has retained

16 counsel experienced in handling class action claims, claims involving violations of

17 consumer laws, and specifically violations of the California Business and

18 Professions Code.

19 55. Superiority. A class action is superior to all other available means for

20 the fair and efficient adjudication of this controversy.

21 56. Individualized litigation would create the danger of inconsistent and/or

22 contradictory judgments arising from the same set of facts.

23 57. Individualized litigation would also increase delay and expense to all

24 parties and the court system and to the issues raised by this action.

25 58. The damages or other financial detriment suffered by individual Class

26 members may be relatively small compared to the burden and expense that would

27 be entailed by individual litigation of the claims against the Defendant.

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1 67. California Civil Code Section 1750, *et seq.*, entitled the Consumers
2 Legal Remedies Act (hereinafter, “CLRA”), provides a list of “unfair or deceptive”
3 practices in a “transaction” relating to the sale of “goods” or “services” to a
4 “consumer.” The Legislature’s intent in promulgating the CLRA is expressed in
5 Civil Code Section 1760, which provides, *inter alia*, that its terms are to be:

6 Construed liberally and applied to promote its underlying
7 purposes, which are to protect consumers against unfair
8 and deceptive business practices and to provide efficient
and economical procedures to secure such protection.

9 68. Defendant’s Products each constitutes a “good” as defined pursuant to
10 Civil Code Section 1761(a).

11 69. Plaintiff and the putative Class members are each a “consumer” as
12 defined pursuant to Civil Code Section 1761(d).

13 70. Plaintiff and each of the putative Class members’ purchase of
14 Defendant’s Product constitutes a “transaction” as defined pursuant to Civil Code
15 Section 1761(e).

16 71. Civil Code Section 1770(a)(2), (5), (7) and (9) provide:

17 The following unfair methods of competition and unfair or
18 deceptive acts or practices undertaken by any person in a
19 transaction intended to result or which results in the sale
20 or lease of goods or services to any consumer are
unlawful:

21 (2) [m]isrepresenting the source, sponsorship, approval, or
certification of goods or services;

22 (5) [r]epresenting that goods or services have sponsorship,
23 approval, characteristics, ingredients, uses, benefits, or
quantities which they do not have ...;

24 (7) [r]epresenting that goods or services are of a particular
25 standard, quality, or grade ... if they are of another; [and]

26 (9) [a]dvertising goods or services with intent not to sell
27 them as advertised.”
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1 72. Defendant violated Civil Code Section 1770(a)(2), (5), (7) and (9) by
2 marketing and representing that the Products contained ethyl alcohol and could kill
3 99.9% of germs.

4 73. In reality, Defendant’s Products contained methanol and were not only
5 dangerous, but also ineffective at killing germs. In short, Defendant’s
6 representations on the Products’ labels were false and misleading.

7 74. On information and belief, Defendant violated the CLRA, as set forth
8 herein, knowing that the conduct alleged was wrongful and motivated solely by
9 Defendant’s self-interest. Plaintiff further alleges that Defendant committed these
10 acts knowing it would harm consumers, and Defendant engaged in such unfair and
11 deceptive conduct notwithstanding such knowledge.

12 75. Plaintiff suffered an “injury in fact” because Plaintiff’s money was
13 taken by Defendant as a result of Defendant’s false and misleading representations
14 set forth on Defendant’s Products’ labels, as explained above.

15 76. As a direct and proximate result of Defendant’s violations of the
16 CLRA, Plaintiff and members of the putative Class are entitled to a declaration that
17 Defendant violated the Consumer Legal Remedies Act.

18 77. As of the filing of this Complaint, Defendant has not complied with
19 Plaintiff’s demand letter pursuant to California Civil Code § 1782, which was mailed
20 via certified mail to Defendant on or about October 20, 2020.

21 78. Attached hereto as Exhibit A is the affidavit of Plaintiff pursuant to Cal.
22 Civ. Code § 1780(d).

23 79. Plaintiff and the putative Class are also entitled to, and seek, injunctive
24 relief prohibiting such conduct in the future and to recover money damages.

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**SECOND CAUSE OF ACTION FOR
VIOLATIONS OF CALIFORNIA’S FALSE ADVERTISING LAW (“FAL”)
BUS. & PROF. CODE §§ 17500, *ET SEQ.***

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3 80. Plaintiff re-alleges and incorporates by reference all of the above
4 paragraphs of this Complaint as though fully stated herein.

5 81. Plaintiff and Defendant are both “person[s]” as defined by California
6 Business & Professions Code § 17506.

7 82. California Business & Professions Code § 17535 authorizes a private
8 right of action on both an individual and representative basis.

9 83. Defendant states that its Products safely kill 99.9% of germs and that
10 its Products contain ethyl alcohol, but in reality, this is not true.

11 84. These misrepresentations, acts, and non-disclosures by Defendant
12 constitute false and misleading advertising in violation of Business & Professions
13 Code §§ 17500, *et seq.*

14 85. At all times relevant, Defendant’s advertising and promotion of its
15 Products were, and are, untrue, misleading, and likely to deceive the reasonable
16 consumer and the public. In fact, Defendant did deceive Plaintiff and the putative
17 Class members through the above described representations.

18 86. Defendant engaged in the false and/or misleading advertising and
19 marketing of its Products, as alleged herein, with the intent to directly or indirectly
20 induce consumers to purchase its Products, which Defendant knew, or had reason to
21 know, did not have the properties that Defendant alleged the Products had.

22 87. Because Defendant knew or should have known that the representations
23 and/or omissions alleged herein were untrue or misleading, Defendant acted in
24 violation of California Business & Professions Code §§ 17500, *et seq.*

25 88. Had Defendant accurately advertised its Products, Plaintiff and the
26 putative Class members would not have purchased the Products.

27 89. This false and misleading advertising of the Products by Defendant
28 presents a continuing threat to consumers, as such conduct is ongoing to this day.

1 90. As a direct and proximate result of the aforementioned acts and
2 omissions by Defendant, Defendant received and continues to hold monies rightfully
3 belonging to Plaintiff and the putative Class members, who were led to purchase
4 Defendant’s Products during the Class Period.

5 **THIRD CAUSE OF ACTION FOR**
6 **VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”)**
7 **BUS. & PROF. CODE §§ 17200, *ET SEQ.***

8 91. Plaintiff re-alleges and incorporates by reference all of the above
9 paragraphs of this Complaint as though fully stated herein.

10 92. Plaintiff and Defendant are each a “person” as defined by California
11 Business & Professions Code § 17201. California Business & Professions Code §
12 17204 authorizes a private right of action on both an individual and representative
13 basis.

14 93. “Unfair competition” is defined by Business and Professions Code §
15 17200 as encompassing several types of business “wrongs,” including: (1) an
16 “unlawful” business act or practice, (2) an “unfair” business act or practice, (3) a
17 “fraudulent” business act or practice, and (4) “unfair, deceptive, untrue or
18 misleading advertising.” The definitions in § 17200 are drafted in the disjunctive,
19 meaning that each of these “wrongs” operates independently from the others.

20 94. By and through Defendant’s conduct alleged in detail above and herein,
21 Defendant engaged in conduct which constitutes unlawful, unfair, and/or fraudulent
22 business practices, and unfair, deceptive, untrue or misleading advertising, as
23 prohibited by California’s UCL.

24 **A. “UNLAWFUL” PRONG**

25 95. Beginning at a date currently unknown and continuing to the time of
26 the filing of this Complaint, Defendant has committed acts of unfair competition,
27 including those described above, by engaging in a pattern of “unlawful” business
28 practices, within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, by marketing,

1 manufacturing, and distributing Defendant's Product in violation of California's
2 Consumers Legal Remedies Act, Civil Code § 1759, *et seq.* and California's False
3 Advertising Law, Business & Professions Code §§ 17500, *et seq.*, as alleged herein.

4 96. Defendant violated the above-referenced statutes by falsely and
5 misleadingly representing that its Products contained ethyl alcohol and could safely
6 kill 99.9% of germs.

7 97. By advertising, promoting, manufacturing, and selling its Products in
8 violation of those California laws, Defendant engaged in a pattern of "unlawful"
9 business practices within the meaning of California's UCL.

10 **B. "UNFAIR" PRONG**

11 98. Beginning at a date currently unknown and continuing to the time of
12 the filing of this Complaint, Defendant has committed acts of unfair competition as
13 prohibited by Bus. & Prof. Code §§ 17200, *et seq.*

14 99. Had Plaintiff and the putative class members been informed that
15 Defendant's Products contained methanol, Plaintiff and the class members would
16 not have purchased the Products.

17 100. In other words, Defendant earned Plaintiff's and the putative Class
18 members' business by using deceptive advertising, which placed competitors at a
19 disadvantage. Furthermore, Plaintiff and the putative Class members were harmed
20 in that they paid a premium price for the Product.

21 **C. "FRAUDULENT" PRONG**

22 101. Beginning at a date currently unknown and continuing to the time of
23 the filing of this Complaint, Defendant engaged in acts of unfair competition,
24 including those described above and herein, in violation of Bus. & Prof. Code §§
25 17200, *et seq.*, by engaging in a pattern of "fraudulent" business practices within the
26 meaning of Bus. & Prof. Code §§ 17200, *et seq.*, by falsely and misleadingly
27 advertising that its Products safely kill 99.9% of germs and that they contain ethyl
28 alcohol, as described above.

1 102. Plaintiff reserves the right to allege further conduct that constitutes
2 other fraudulent business acts or practices. Such conduct is ongoing and continues
3 to this date.

4 **D. “UNFAIR, DECEPTIVE, UNTRUE OR MISLEADING ADVERTISING” PRONG**

5 103. Defendant’s advertising is unfair, deceptive, untrue, and/or misleading
6 within the meaning of Bus. & Prof. Code §§ 17200, *et seq.*, in that consumers are
7 led to believe that Defendant’s Products safely kill 99.9% of germs and contain ethyl
8 alcohol, as described above.

9 104. Plaintiff and other such reasonable consumers are likely to be, and
10 were, deceived and misled by Defendant’s advertising of its Products.

11 105. As a direct and proximate result of Defendant’s unlawful, unfair, and
12 fraudulent conduct described herein, Defendant received, and continues to receive,
13 an unfair competitive advantage and an unearned commercial benefit at the expense
14 of its competitors and the public who unwittingly paid for Defendant’s Products
15 based on Defendant’s misleading representations.

16 106. Plaintiff and the putative Class members suffered an injury in fact
17 because Plaintiff’s money was taken by Defendant as a result of Defendant’s false
18 representations, as set forth on Defendant’s website and other advertising materials
19 as explained above.

20 107. Such acts and omissions by Defendant are unlawful and/or unfair
21 and/or fraudulent, and constitute multiple violations of California’s UCL. Plaintiff
22 reserves the right to identify additional violations by Defendant as may be
23 established through discovery.

24 108. In prosecuting this action for the enforcement of important rights
25 affecting the public interest, Plaintiff seeks to recover attorneys’ fees, a recovery that
26 is available to a prevailing plaintiff in a class action such as this.

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**FOURTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION**

109. Plaintiff repeats, re-alleges, and incorporates by reference the above allegations as if fully stated herein.

110. Beginning at a date currently unknown and continuing to the time of the filing of this Complaint, Defendant represented to Plaintiff and other similarly situated consumers, that Defendant's Products safely kill 99.9% of germs and contain ethyl alcohol, as described above.

111. Defendant made these representations knowing, or having reason to know, that they are false and misleading.

112. Defendant acted with the intent to induce the public, including Plaintiff and the putative Class members, to purchase Defendant's Products.

113. Plaintiff and the putative Class members saw, believed, and relied upon Defendant's representations in making the decision to purchase Defendant's Products.

114. At all times relevant, Defendant knew or should have known that such representations were untrue, and Defendant had no reasonable basis for believing the representations to be true.

115. As a proximate result of Defendant's negligent misrepresentations, Plaintiff and other consumers similarly situated were induced to purchase Defendant's Products due to the unlawful acts of Defendant.

**FIFTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION**

116. Plaintiff repeats, re-alleges, and incorporates herein by reference the above allegations as if fully stated herein.

117. Beginning at a date currently unknown and continuing to the time of the filing of this Complaint, Defendant intentionally represented to Plaintiff and other similarly situated consumers, through its website and other advertising

1 materials as detailed above, that Defendant’s Products safely kill 99.9% of germs
2 and contain ethyl alcohol, as described above.

3 118. Defendant acted intentionally by willfully and purposefully printing
4 specific advertising materials on the Products’ labels.

5 119. However, as described above, the Products do not have the advertised
6 benefits.

7 120. Defendant knew or had reason to know such representations were false,
8 but it continued to advertise its Products in a false or misleading way.

9 121. Plaintiff and the putative Class members saw, believed, and relied upon
10 Defendant’s representations in making the decision to purchase Defendant’s
11 Product.

12 122. As a proximate result of Defendant’s intentional misrepresentations,
13 Plaintiff and the putative Class members were damaged in an amount to be
14 determined at trial.

15 123. Plaintiff alleges the “who, what, when, where, and how” of the alleged
16 deception by Defendant as follows:

- 17 i. The “who” is Defendant;
- 18 ii. The “what” is the representation that Defendant’s Products safely
19 kill 99.9% of germs and contain ethyl alcohol, as described above;
- 20 iii. The “when” is the date Plaintiff purchased the Product, and the
21 Class Period of four years prior to the filing of this Complaint;
- 22 iv. The “where” is in Defendant’s advertising materials; and
- 23 v. The “how” is the allegation that the Products were defective and
24 contained methanol.

25 124. By engaging in the acts described above, Defendant is guilty of malice,
26 oppression, and fraud, and Plaintiff and the putative Class are therefore entitled to
27 recover exemplary or punitive damages.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and the putative Class members the following relief against Defendant:

- That this action be certified as a Class Action;
- That Plaintiff be appointed as the Class Representative;
- That Plaintiff’s attorneys be appointed as Class Counsel;
- That Defendant’s wrongful conduct be adjudged and decreed to violate the consumer protection statutes raised herein;
- An order requiring the imposition of a constructive trust and and/or disgorgement of Defendant’s ill-gotten gains and to pay restitution to Plaintiff and all members of the Class and to restore to Plaintiff and members of the class all funds acquired by means of any act or practice declared by this court to be an unlawful, fraudulent or unfair business act or practice, in violation of laws, statutes or regulations, or constituting unfair competition;
- Distribution of any monies recovered on behalf of members of the Class via fluid recovery or *cy pres* recovery were necessary and as applicable, to prevent Defendant from retaining the benefits of its wrongful conduct;
- That Plaintiff and each of the other members of the Class recover the amounts by which Defendant has been unjustly enriched;
- A temporary, preliminary and/or permanent order for injunctive relief requiring Defendant to: (i) discontinue its false and/or misleading statement/s; and (ii) undertake an immediate public information campaign to inform members of the proposed Class of its prior practices;
- That Defendant be enjoined from continuing the wrongful conduct alleged herein and be required to comply with all applicable laws;
- Pre-judgment interests from the date of filing of this suit;



- That Plaintiff and each member of the putative Class recover their costs of suit.

**FIRST CAUSE OF ACTION FOR
VIOLATIONS OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT
CAL. BUS. & PROF. CODE §§ 1750, ET SEQ.**

- Actual damages, injunctive relief, restitution, and punitive damages pursuant to Cal. Civ. Code § 1780(a); and
- An award of costs and attorneys’ fees pursuant to Cal. Civ. Code § 1780(d).

**SECOND CAUSE OF ACTION FOR
VIOLATIONS OF CALIFORNIA’S FALSE ADVERTISING LAW
CAL. BUS. & PROF. CODE §§ 17500, ET SEQ.**

- Restitution and injunctive relief pursuant to Bus. & Prof. Code § 17535; and
- Recovery of reasonable attorneys’ fees pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5.

**THIRD CAUSE OF ACTION FOR
VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION LAW
CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**

- Restitution and injunctive relief pursuant to Bus. & Prof. Code § 17203; and
- Recovery of reasonable attorneys’ fees pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5.

**FOURTH CAUSE OF ACTION FOR
NEGLIGENT MISREPRESENTATION**

- A judgment against Defendant for general and compensatory damages in an amount to be determined at trial.

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**FIFTH CAUSE OF ACTION FOR
INTENTIONAL MISREPRESENTATION**

- A judgment against Defendant for general and compensatory damages in an amount to be determined at trial;
- Punitive damages pursuant to Cal. Civ. Code § 3294; and
- That Plaintiff and the members of the Class be granted any other relief the Court may deem just and proper.

TRIAL BY JURY

125. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to and demands a trial by jury.

Date: January 27, 2021

KAZEROUNI LAW GROUP, APC

By: s/ Abbas Kazerounian
Abbas Kazerounian, Esq.
Attorneys for Plaintiff



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