

NICHOLAS A. CARLIN (SB 112532)  
nac@phillaw.com  
BRIAN S. CONLON (SB 303456)  
bsc@phillaw.com  
PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP  
39 Mesa Street, Suite 201  
The Presidio  
San Francisco, CA 94129  
Telephone: 415-398-0900  
Facsimile: 415-398-0911

Leonard B. Simon (CSB #58310)  
The Law Offices of Leonard B. Simon  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Tel: 619-338-4549  
Fax: 619-231-7423  
Email: lsimon@rgrdlaw.com

REBECCA A. PETERSON (SB 241858)  
rapeterson@locklaw.com  
ROBERT K. SHELQUIST  
rkshelquist@locklaw.com  
LOCKRIDGE GRINDAL NAUEN P.L.L.P.  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Tel: 612-339-6900  
Fax: 612 339-0981

Additional Counsel Listed on Signature Page

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

CANDACE HIDDLESTONE and  
JULIE HEDGES, each individually  
and on behalf of all those similarly  
situated,

Plaintiffs,

v.

THE HONEST COMPANY, INC,

Defendant.

Case No:

**COMPLAINT**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1  
2 1. From at least September 20, 2012 through the present (the “Class  
3 Period”), The Honest Company, Inc. (“Defendant” or “Honest”) deceptively and  
4 misleadingly labeled, advertised and marketed its products, including the  
5 following nine Honest products: Honest Diapers, Honest Hand Soap, Honest Dish  
6 Soap, Honest Auto Dishwasher Gel, Honest Multi-Surface Cleaner, Honest  
7 Shampoo and Body Wash, Honest Dishwasher Packs, Honest Conditioning  
8 Detangler, and Honest Bubble Bath (collectively the “Honest Products”) as  
9 natural, when in fact, the Honest Products contain non-natural ingredients.

10 2. Plaintiffs Candace Hiddlestone and Julie Hedges bring this class  
11 action lawsuit against Defendant, each individually and on behalf of a nationwide  
12 class (the “Honest Natural Products Class”) that includes other similarly situated  
13 purchasers of the Honest Products who experienced the same or substantially  
14 similar harm as a result of Defendant’s false advertising.

15 3. Defendant’s conduct harms consumers by inducing them to purchase  
16 and consume the Honest Products on the false premise that the products are  
17 natural and by implicitly promising that the products are manufactured, marketed  
18 and sold “honestly.”

19 4. Plaintiffs Hiddlestone and Hedges and the Honest Natural Products  
20 Class paid a premium for certain Natural Products over comparable products,  
21 based on Defendant’s representations that the Natural Products were natural.  
22 Instead of receiving products that were natural, Plaintiffs Hiddlestone and Hedges  
23 and the Honest Natural Products Class received products that, contrary to  
24 Defendant’s representations, contained synthetic, non-natural ingredients, such as  
25 Methylisothiazolinone, Cocamidopropyl Betaine, and Phenoxyethanol. Not only  
26 has Defendant admitted that these three ingredients are synthetic, but the  
27

1 Environmental Working Group has rated these chemicals as either “High Hazard”  
2 or “Moderate Hazard” chemicals.

3 **JURISDICTION AND VENUE**

4 5. The Court has subject matter jurisdiction over the individual and  
5 class claims asserted herein pursuant to 28 U.S.C. § 1332, as amended in 2005 by  
6 the Class Action Fairness Act, because: (A) the amount in controversy in this  
7 class action exceeds \$5,000,000, exclusive of interests, costs, and attorneys’ fees;  
8 and (B) a substantial number of the members of the proposed class are citizens of  
9 a state different from that of Defendant. In addition, Plaintiffs Hiddlestone and  
10 Hedges are citizens of states different from that of Defendant, a Delaware  
11 Corporation.

12 6. The Court has personal jurisdiction over Defendant. Honest  
13 maintains headquarters in Santa Monica, California and conducts substantial and  
14 continuous business throughout the State of California.

15 7. Venue is proper pursuant to 28 U.S.C. § 1391(a) & (b)(2) because a  
16 substantial part of the events or omissions giving rise to the claim occurred in this  
17 District, and because Defendant conducts a substantial part of its business in this  
18 District.

19 **PARTIES**

20 8. Plaintiff Candace Hiddlestone is a resident of La Jolla, California  
21 and an individual consumer. During the Class Period, Ms. Hiddlestone purchased  
22 Honest Diapers, Honest Dishwasher Packs, Honest Conditioning Detangler, and  
23 Honest Shampoo and Body Wash. As with all members of the Honest Natural  
24 Products Class, Ms. Hiddlestone paid a premium for these Natural Products based  
25 upon the representation that the Natural Products are natural, in excess of the  
26 price for comparable products not purporting to be natural.

1           9. Plaintiff Julie Hedges is a resident of Columbus, Georgia and an  
 2 individual consumer. During the Class Period, Ms. Hedges purchased Honest  
 3 Hand Soap, Honest Dish Soap, Honest Bubble Bath, Honest Auto Dishwasher  
 4 Gel, and Honest Multi-Surface Cleaner. Hedges purchased products online and  
 5 direct through Honest, as well as at a local retail Target shopping outlet. As with  
 6 all members of the Honest Natural Products Class, Ms. Hedges paid a premium  
 7 for these Natural Products based upon the representation that the Natural Products  
 8 are natural, in excess of the price for comparable products not purporting to be  
 9 natural.

10           10. Defendant The Honest Company, Inc. is a Delaware corporation  
 11 headquartered in Santa Monica, California. The company markets its products  
 12 online through the website <<https://www.honest.com>> (“Honest.com”) and  
 13 operates an active storefront on Amazon.com selling the Honest Products.  
 14 Defendant maintains supply chain control over the manufacture of the Honest  
 15 Products, operates as an online retailer, and distributes the Honest Products,  
 16 business-to-business, to major retail outlets throughout the U.S. and Canada.

## 17           **FACTUAL ALLEGATIONS**

### 18           **Defendant’s Nationwide Distribution**

19           11. California has significant contacts to the class claims asserted in the  
 20 Complaint.

21           12. On information and belief, Defendant has designed, controlled, and  
 22 overseen a national production and distribution network from the company’s  
 23 headquarters in California.

24           13. According to the company’s public statements, Defendant contracts  
 25 with third-party manufacturing and supplier facilities to produce and distribute  
 26 the Honest Products. On information and belief, Defendant controls its entire  
 27 supply chain from its company headquarters in California.

1           14. Defendant sells the Honest Products online via Honest.com, a direct-  
2 to-consumer e-commerce website. On information and belief, Defendant controls  
3 its entire e-commerce operation from its company headquarters in California.

4           15. Defendant actively generates traffic to its website through  
5 promotions on Facebook.com and Twitter.com, on information and belief,  
6 operated from the company's headquarters in California.

7           16. Defendant uploads Honest Product videos to its YouTube account,  
8 on information and belief, operated from the company's headquarters in  
9 California.

10          17. Defendant also sells the Honest Products through a popular online  
11 storefront in the Amazon.com marketplace. On information and belief, Honest  
12 controls its Amazon storefront from its company headquarters in California.

13          18. Defendant distributes the Honest Products, business-to-business, for  
14 purchase in big box chain retail locations nationwide, including Target, Costco  
15 Wholesale Corporation, Whole Foods Market, Inc., Gelson's Markets, and Buy  
16 Buy Baby, Inc., across the United States. On information and belief, Defendant  
17 controls national distribution of the Honest Products from its company  
18 headquarters in California.

19                   **Defendant's Long-Term Advertising Campaign**

20          19. Defendant created, designed, and since at least 2012, carried out a  
21 long-term, national advertising campaign from the company's California  
22 headquarters.

23          20. Defendant's advertising campaign has been sufficiently lengthy in  
24 duration, and widespread in dissemination, such that it would be unrealistic to  
25 require the plaintiffs to plead relying upon each advertised misrepresentation.

26          21. Defendant's advertising campaign has been widespread, continuous,  
27 and contained in various media, labels, and point-of-sale displays.

1           22. Defendant's advertising campaign has included and includes  
2 traditional media and new media, such as print circulars, television  
3 advertisements, television appearances, social media promotions, sales copy on  
4 its own website, and sales copy on third party marketplace websites.

5           23. Defendant has engaged in this long-term advertising campaign to  
6 convince potential customers, first, that the company's advertising representations  
7 should be taken literally, because those claims are "honest," and second, that the  
8 company's products are literally "natural" and "effective."

9           24. Representative samples of the campaign are contained herein.

10                           *Defendant's Overarching Brand Advertising*

11           25. As part of the long term advertising campaign, Defendant at all times  
12 has advertised, and continues to advertise, itself as a consumer products company  
13 that is centrally defined by selling natural, effective products and publishing  
14 honest advertising claims.

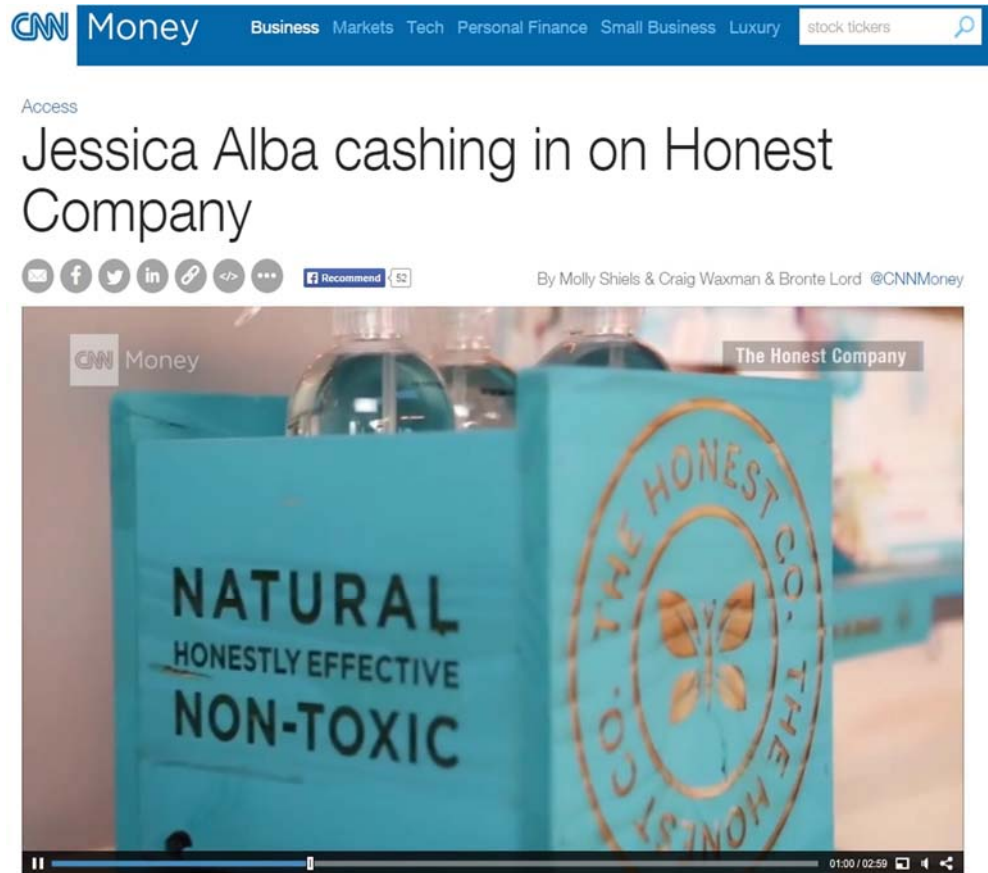
15           26. As a representative example, Defendant advertises its company as  
16 "Natural, Safe, Beautiful, Effective," on its own website, including in the  
17 following screenshot from Honest.com captured on August 14, 2015:



Join the Honest Company

Natural • Safe • Beautiful • Effective  
Products for Baby, Family & Home

27. As another representative example, on August 18, 2015, Defendant's celebrity co-founder Jessica Alba and CEO Brian Lee appeared jointly, in their capacities as executive officers for Defendant, for a company feature on CNN Money that broadcast the same advertising representations, as follows:





28. Defendant advertises the company's product lines, in general, as "effective" and "safe" in offline point-of-sale locations as well, including airport kiosks, as demonstrated by the following picture from July 2015:



29. As part of the long term advertising campaign, Defendant includes its company's name, in lower case, on its product labels, specifically as part of each of the product names: "honest hand soap," "honest dish soap," "honest diapers," "honest multi-surface cleaner," "honest dishwasher packs," "honest dishwasher gel," "honest shampoo & body wash," "honest conditioning detangler," and "honest bubble bath."



1           30. As part of its advertising campaign, Defendant further amplifies its  
2 representations with the “honestly FREE guarantee,” which is displayed on  
3 product labels and displayed at Honest.com, Defendant’s Amazon storefront, and  
4 partner websites including Target.com.

5           31. The “honestly FREE guarantee” states: “Providing clear, credible,  
6 transparent information. No smoke and mirrors. No confusion.”

7           32. Defendant further describes itself, its advertising, and its numerous  
8 product lines as follows on Honest.com:

9           “Free from fraud or deception, truthful – We believe in transparency and  
10 that applies to everything – from what we put into our products and how  
11 they are made to our internal operations and how we do things.

12           “Genuine, real – The Honest Company was started by parents for  
13 parents. We are real tangible people, parents that understand what  
14 families need and we want to deliver on that – not some big  
15 corporation with no social consciousness that only cares about making  
16 a profit.

17           “Respectable, praiseworthy – We are people with integrity and we  
18 intend on not only doing things right, but also going above and beyond  
19 to earn your respect and loyalty – making you so delighted you want  
20 to shout it from a rooftop (or tweet it from your iPhone).

21           “Humble – We know no one can be absolutely perfect and a part of  
22 our commitment to honesty means we'll admit our flaws. It's pretty  
23 scary, but we think it's a good way to keep us focused on constant  
24 improvement.”

25           33. Defendant’s Chief Creative Officer and celebrity co-founder Jessica  
26 Alba serves as the public face of the company.

1           34. To further advertise the company image as selling natural products,  
2 Ms. Alba has crafted public statements about Defendant to convince the public  
3 that Defendant is leading a movement to protect consumers from products that  
4 contain chemicals.

5           35. Ms. Alba's celebrity status ensures the company's claims are  
6 reported by numerous media outlets.

7           36. In this way, Ms. Alba has coordinated her media appearances with  
8 Defendant's long-term advertising campaign.

9           37. On June 18, 2015, Ms. Alba and The Honest Company, Inc.'s COO  
10 Christopher Gavigan appeared jointly in their capacities as Defendant's co-  
11 founders to petition federal officials to strengthen regulations against consumer  
12 products containing toxic chemicals, and Ms. Alba and Mr. Gavigan coordinated  
13 this appearance with Defendant's extensive marketing campaign, including as  
14 follows:

15           a. Ms. Alba appeared in the hallway of a Congressional office  
16 building, before a professional media crew, and stated: "[A]s  
17 a business owner, I'm proof of concept that you can do  
18 business right—right by humans, right by the planet—and  
19 you can be very successful and grow very quickly."

20           b. Mr. Gavigan tweeted the following statement with a picture of  
21 the Washington Monument: "Here in D.C. to convince  
22 lawmakers to join @honest to protect citizens. #chemical  
23 #reform."

24           38. Defendant's representations that advertise the company as "honest"  
25 and "natural," extending to all of its product lines, are available to consumers via  
26 numerous online, offline, and point-of-sale platforms, extending to all or  
27

1 substantially all potential and actual customers that fall within the class  
2 definitions set forth in this Complaint.

3 39. By advertising the company as “honest” and as “natural” Defendant  
4 has extended its overarching advertising claims to each individual product line,  
5 such that Defendant has cultivated an image in the minds of consumers that  
6 would lead a reasonable consumer to conclude that Defendant’s product lines are  
7 all “natural.”

8 40. Defendant has reinforced this brand impression by implying that  
9 Defendant’s customers should not even read its labels to determine whether its  
10 products are indeed natural.

11 41. On May 29, 2014, Ms. Alba and Mr. Gavigan appeared jointly in an  
12 official company video to announce Honest would distribute their products  
13 through Target retail stores. Ms. Alba explained the reason she started the  
14 company as follows: “I wanted to create the safest and healthiest environment,  
15 but I didn’t want to have to read every label on every single product all the time,  
16 it had to be easier.” Mr. Gavigan added: “Mom and Dad cannot be the weekend  
17 toxicologists. We cannot put that work on them. So as a brand, we need to do  
18 that work. We need to create the standard.” The video received more than  
19



1 250,000 views on Target’s official YouTube page. Target described the video as  
 2 “co-founder Jessica Alba speaks honestly.”

3 *Defendant’s Product Advertising*

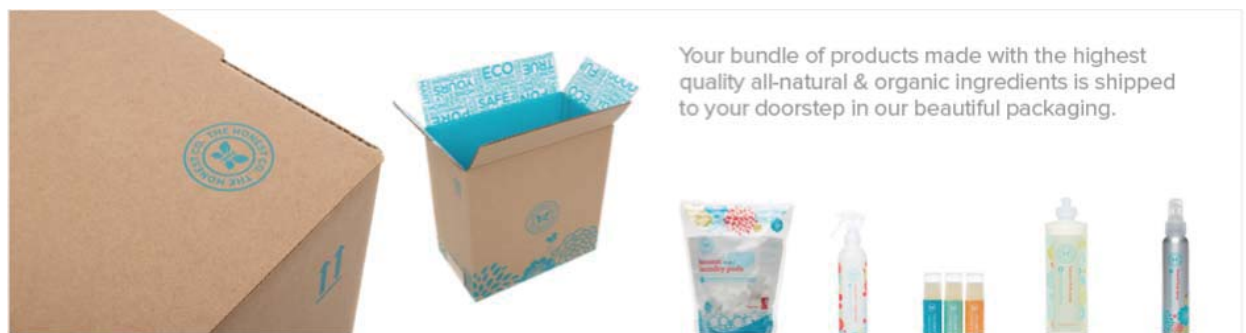
4 42. Defendant sells the Natural Products to consumers at a ten to twenty  
 5 percent premium, based on its advertising representations that they are “natural.”

6 43. Since at least September 20, 2012 and up to the filing of this lawsuit,  
 7 Defendant has disseminated advertising statements to the public, rising to the  
 8 level of a long-term advertising campaign that falsely claims the Natural Products  
 9 are “natural.”

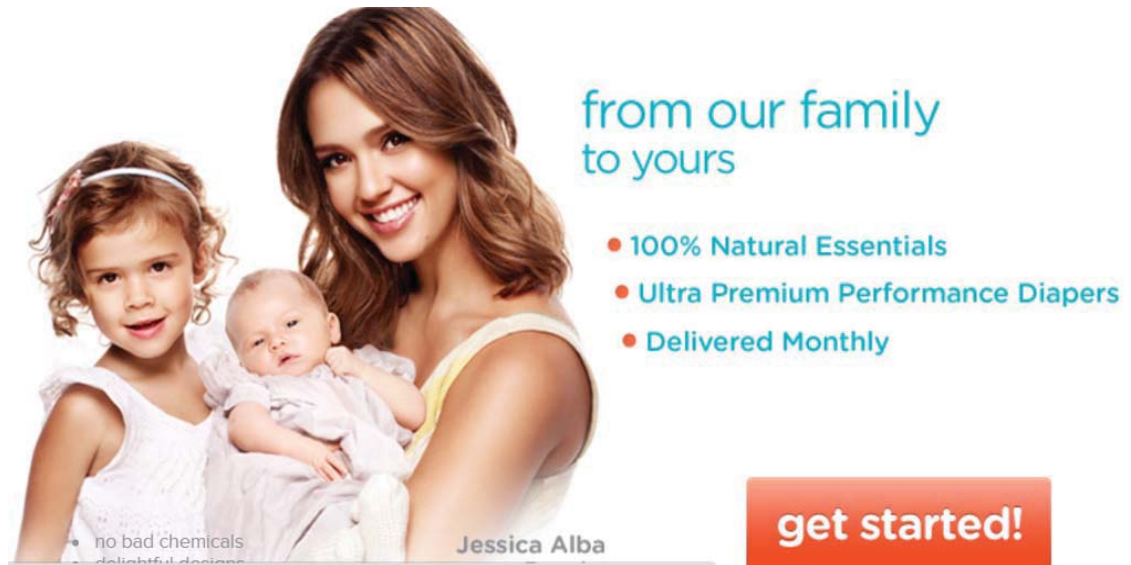
10 44. Defendant amplifies its representations that the Natural Products are  
 11 “natural” with supplemental representations, including that the Natural Products  
 12 are “all-natural,” do not contain harsh chemicals, are safe, are non-toxic, and are  
 13 plant-based.

14 *Honest Family Essentials Bundle*

15 45. Starting as early as March 24, 2013, Defendant advertised a group of  
 16 products it called the “Family Essentials” or “Essentials” bundle as “all-natural.”



23 46. Defendant advertised its company as providing “100% Natural  
 24 Essentials”  
 25  
 26  
 27



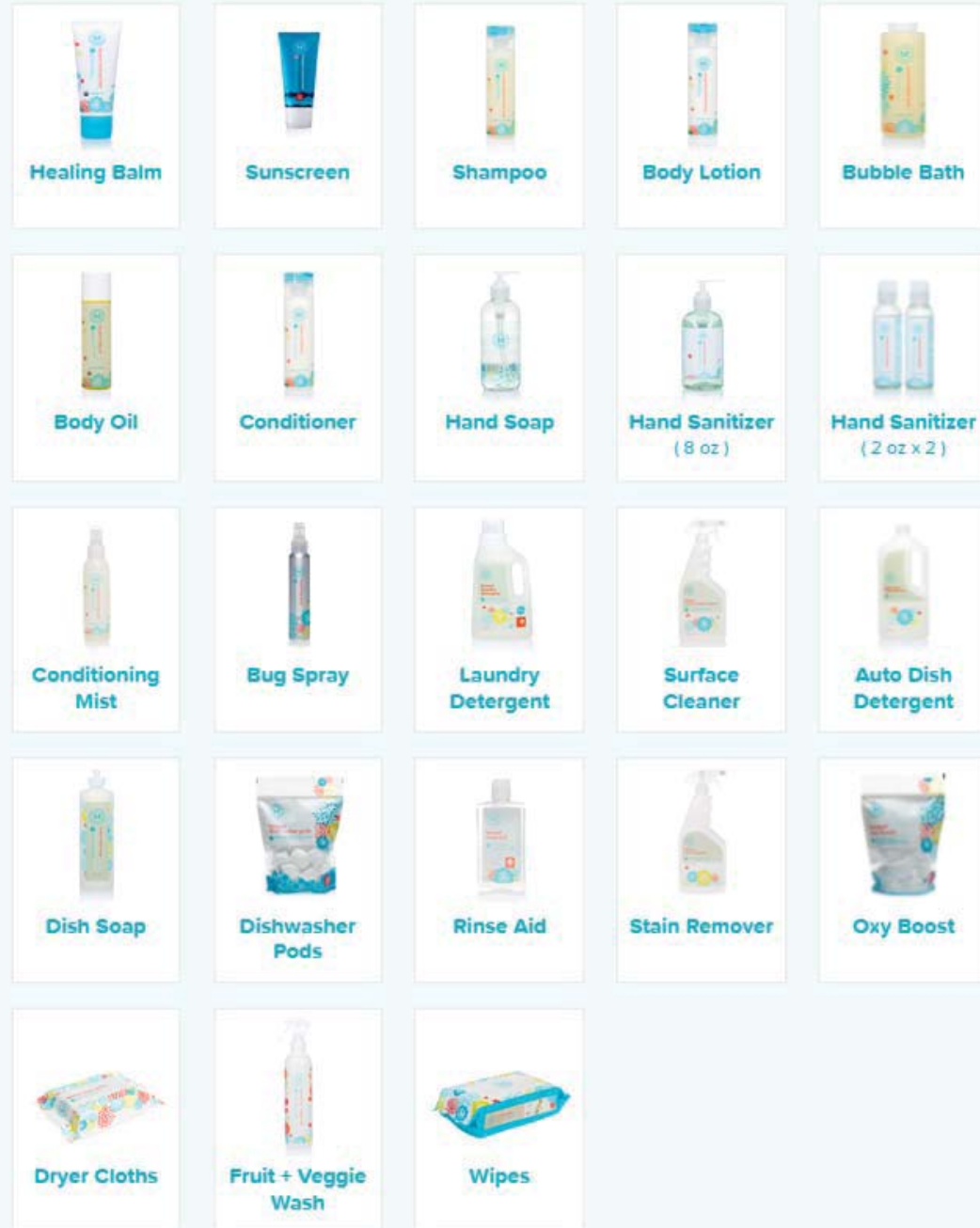
47. Defendant continues to advertise the “Essentials” bundle as “premium, natural & effective personal care & home cleaning essentials.”

48. The “Essentials” bundle has included the following Natural Products and advertised each of the Natural Products as “made with the highest quality all-natural & organic ingredients”: Honest Hand Soap, Honest Dish Soap, Honest Auto Dish Detergent (Gel), Honest Dishwasher Packs, Honest Bubble Bath, Honest Multi-Surface Cleaner, and Honest Shampoo and Body Wash.

Conveniently shipped to your doorstep in our beautiful packaging, all these products are made with the highest quality all-natural & organic ingredients.

### Customize your Bundle each Month!

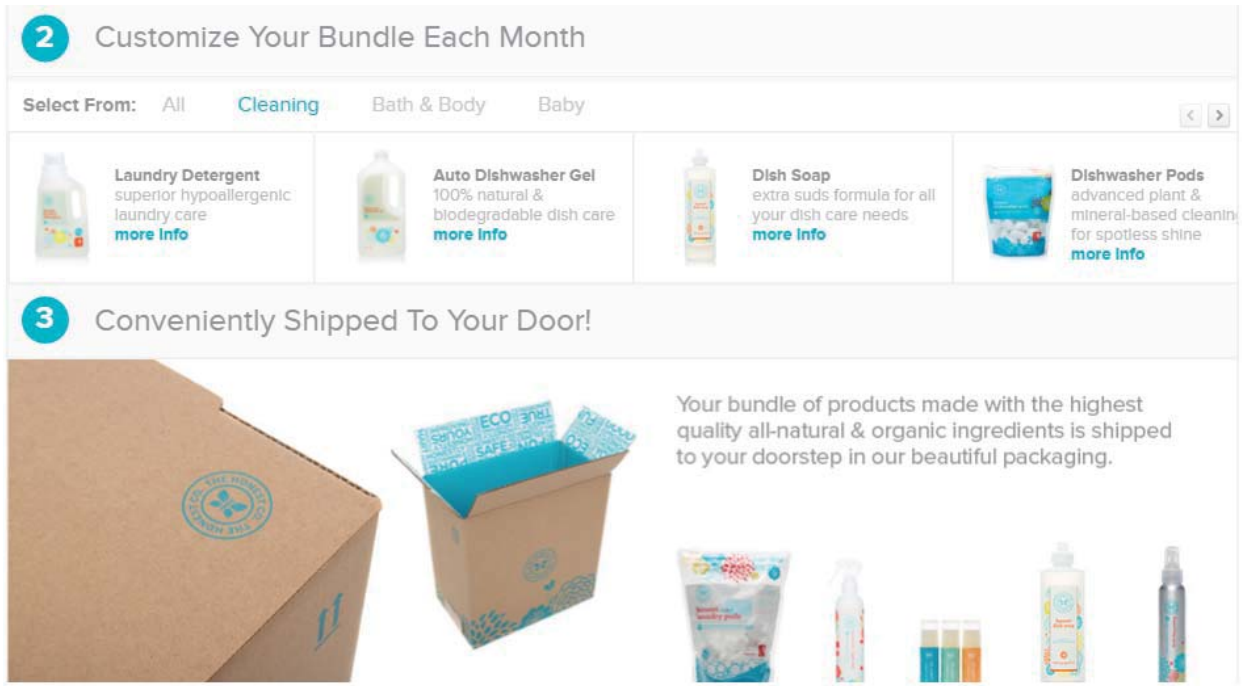
Every month you can choose any 5 products from our entire line that your family needs & wants most!





49. At various times throughout the Class Period, Defendant has grouped the “Essentials” products together in a single category as “premium natural, non-toxic personal care & home cleaning essentials” and described the same grouping as “bath/skin and household cleaning products for your entire family.”

50. Defendant has offered the “Essentials” bundle as a monthly subscription package for home delivery that customers customize with up to five products within Defendant’s categorized offerings: the “Cleaning” category that includes Honest Laundry Detergent, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Dishwasher Pods, and Honest Dish Soap; the “Bath & Body” category including Honest Hand Soap, Honest Bubble Bath, and Honest Shampoo & Body Wash, or the “Baby” category.



51. Defendant has simultaneously offered all of the products included in the “Family Essentials” bundle for individual purchase online.

### *Honest Hand Soap*

52. Honest Hand Soap product packaging stated and continues to state

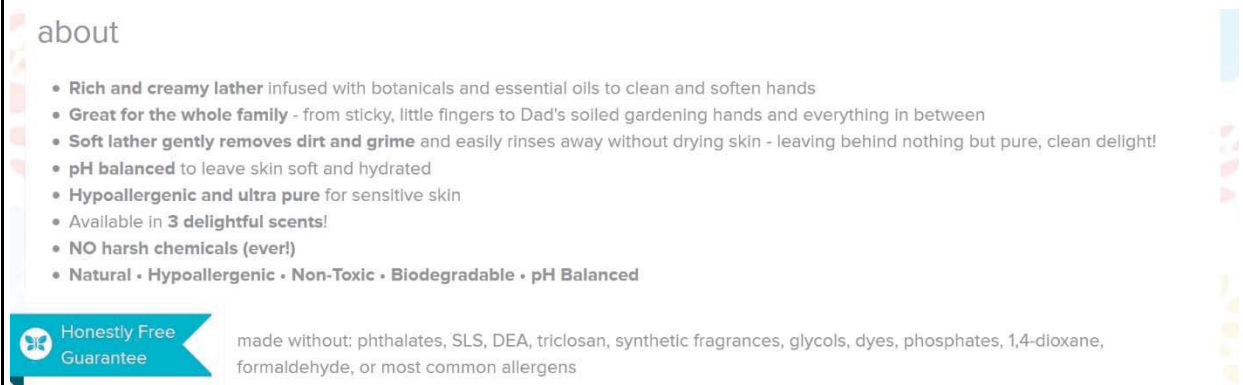
1 that the Honest Hand Soap is “natural.”

2 53. The following excerpted screenshot appeared on Honest.com on  
3 August 14, 2015, displaying Honest Hand Soap product packaging:



13 54. Honest.com described and continues to describe Honest Hand Soap  
14 as “non-toxic,” and containing “NO harsh chemicals (ever!),” and in so doing, has  
15 amplified its representation that Honest Hand Soap is natural.

16 55. The following excerpted screenshot appeared on Honest.com on  
17 August 14, 2015, describing Honest Hand Soap as “Natural”:



25 56. On information and belief, these website statements, and all other  
26 statements accessible on Defendant’s Honest website in August of 2015 through  
27

1 May of 2016 that are excerpted in this Complaint, were available online during  
2 the duration of the Class Period.

3 57. By consistently and systematically labeling and advertising Honest  
4 Hand Soap as (A) “natural” and (B) “honest” throughout the Class Period,  
5 Defendant intended that all consumers purchasing Honest Hand Soap would be  
6 exposed to these advertising claims and take them literally.

7 *Honest Dish Soap*

8 58. Honest Dish Soap’s product webpage on Target.com states that the  
9 Honest Dish Soap is “Natural.”

10 59. The product description on Target.com also described and continues  
11 to describe Honest Dish Soap as “non-toxic” and containing “no harsh chemicals  
12 (ever!),” and in so doing, has amplified Defendant’s representation that Honest  
13 Dish Soap is natural.

14 60. The following excerpted screenshots appeared on Target.com on  
15 August 14, 2015, displaying Honest Dish Soap product packaging:

16 No harsh chemicals (ever!). Natural, non-toxic,  
17 biodegradable, pH balanced, ultra-concentrated, and  
18 Honestly Free of SLS, SLES, phthalates, synthetic  
19 fragrances, glycols, enzymes, dyes, phosphates, 1,4-  
20 dioxane, chlorine, DEA, formaldehyde, and caustics.

21 **Product Results:** Removes Residue, Removes Grease,  
22 Used for Cleaning, Cleaner  
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61. Target.com includes a disclaimer stating this description “comes from the product manufacturers.”



62. Honest Dish Soap product packaging stated and continues to state “plant-based” and “non-toxic,” and in so doing, has amplified its representation that Honest Dish Soap is natural.

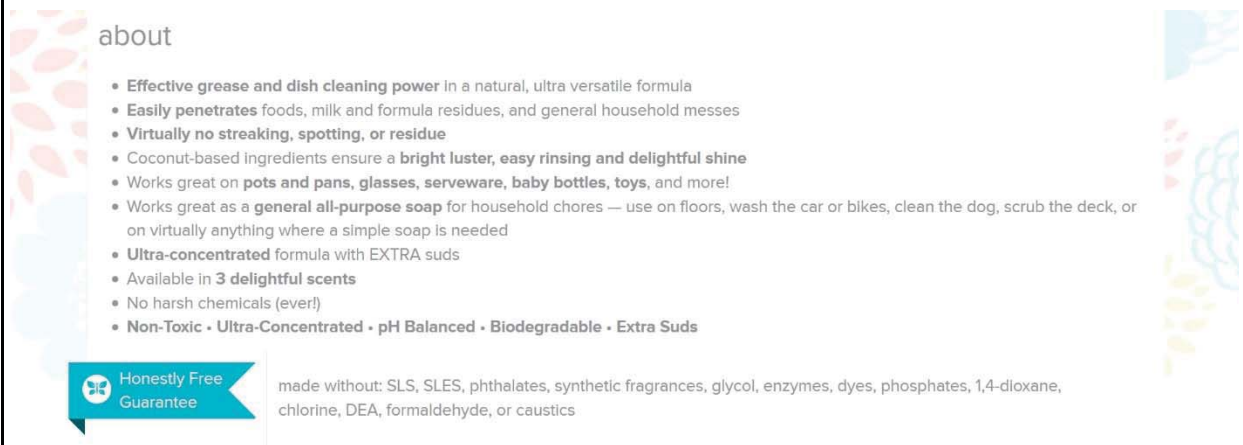
63. The following excerpted screenshot appeared on Honest.com on August 14, 2015, displaying Honest Dish Soap product packaging:





64. Honest Dish Soap's product webpage on Honest.com stated and continues to state that Honest Dish Soap has a "natural" formula; is "non-toxic"; and contains "no harsh chemicals (ever!)" and in so doing, has further amplified its representation that Honest Dish Soap is natural.

65. The following excerpted screenshot appeared on Honest.com on August 14, 2015, describing Honest Dish Soap:



66. By consistently and systematically advertising the Honest Dish Soap as (A) "natural" and (B) "honest" throughout the Class Period, Defendant intended that all consumers purchasing Honest Dish Soap would be exposed to these advertising representations, and would take them literally.

### *Honest Diapers*

67. Honest.com states that Honest Diapers are "natural."

68. The following excerpted screenshots appeared on Honest.com on August 26, 2015, in the "Diapering" section of the website:

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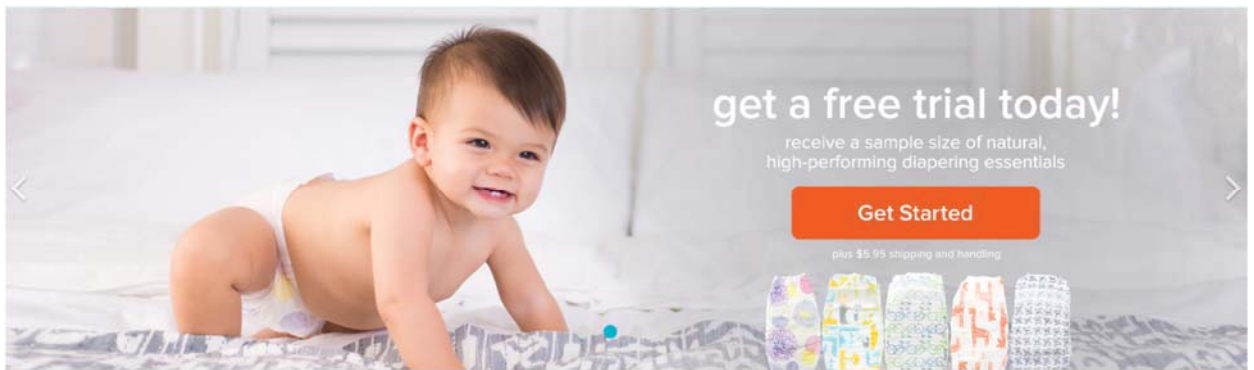
OUR PHILOSOPHY

**effective, eco-friendly, utterly adorable.**

Diapers and bottles don't have to be boring. And they absolutely shouldn't be un-safe. Enjoy the worry-free fun of honest baby products that are:

- natural • safe • effective

Your baby deserves the very best and that's what we deliver.



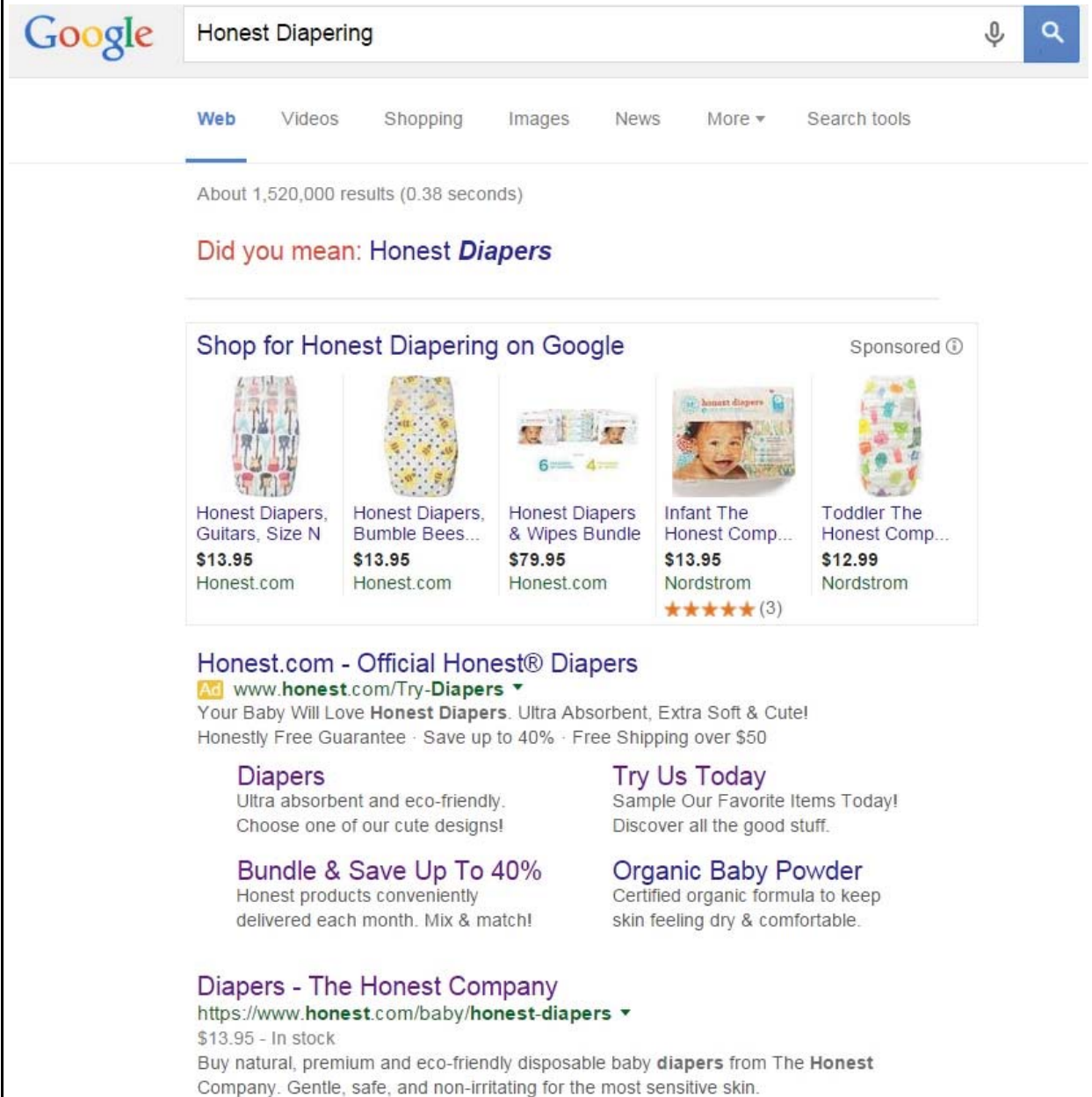
69. The Honest.com “Diapering” section provides the following website “meta-tag” description to search engine crawlers: “<meta content=“Buy safe, natural baby products and eco-friendly disposable diapers. The Honest Company provides bath, skin care and green cleaning products.” name=“description” />.

70. As a result of this meta-tag, the representation that Honest Diapers are “natural” appears verbatim in Google search results for Honest Diapering.

71. The following excerpted screenshot is a Google search conducted for “Honest Diapering” on August 26, 2015:



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Google Honest Diapering

Web Videos Shopping Images News More Search tools

About 1,520,000 results (0.38 seconds)

Did you mean: **Honest Diapers**

Shop for Honest Diapering on Google Sponsored

|   |   |   |   |   |
|---|---|---|---|---|
|  |  |  |  |  |
| Honest Diapers, Guitars, Size N   | Honest Diapers, Bumble Bees...  | Honest Diapers & Wipes Bundle   | Infant The Honest Comp...   | Toddler The Honest Comp...  |
| <b>\$13.95</b>  | <b>\$13.95</b>  | <b>\$79.95</b>  | <b>\$13.95</b>  | <b>\$12.99</b>  |
| Honest.com  | Honest.com  | Honest.com  | Nordstrom   | Nordstrom   |
|   |   |   | ★★★★★ (3)   |   |

**Honest.com - Official Honest® Diapers**

Ad [www.honest.com/Try-Diapers](http://www.honest.com/Try-Diapers)

Your Baby Will Love **Honest Diapers**. Ultra Absorbent, Extra Soft & Cute!  
Honestly Free Guarantee · Save up to 40% · Free Shipping over \$50

|  |  |
|--|--|
| <p><b>Diapers</b></p> <p>Ultra absorbent and eco-friendly.<br/>Choose one of our cute designs!</p>                       | <p><b>Try Us Today</b></p> <p>Sample Our Favorite Items Today!<br/>Discover all the good stuff.</p>                |
| <p><b>Bundle &amp; Save Up To 40%</b></p> <p>Honest products conveniently<br/>delivered each month. Mix &amp; match!</p> | <p><b>Organic Baby Powder</b></p> <p>Certified organic formula to keep<br/>skin feeling dry &amp; comfortable.</p> |

**Diapers - The Honest Company**

<https://www.honest.com/baby/honest-diapers>

\$13.95 - In stock

Buy natural, premium and eco-friendly disposable baby **diapers** from The **Honest** Company. Gentle, safe, and non-irritating for the most sensitive skin.

23 72. The Honest Diapers' product webpage on Honest.com states that  
24 Honest Diapers are "plant-based" and "safe" and contain "NO HARSH  
25 CHEMICALS (EVER)," and in so doing, has amplified its representation that  
26 Honest Diapers are "natural."

73. The following excerpted screenshot appeared on Honest.com on August 25, 2015, describing Honest Diapers:

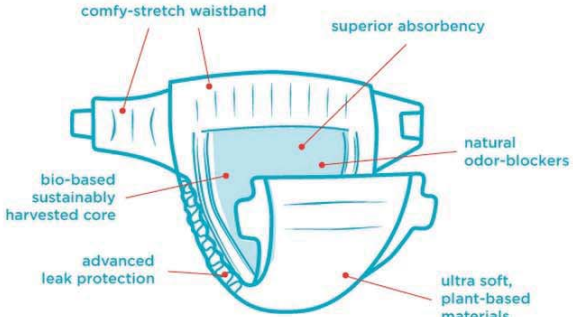
Our ultra absorbent, eco-friendly\* diapers — made with naturally derived, plant-based & sustainable materials\* — are extra soft, hypoallergenic, free of chlorine processing and additives (like fragrances, lotions, and latex). Oh, and did we mention how adorable they are?

**about**

- Plant-based (PLA) inner and outer layers — gentle on your baby's bottom
- Super absorbent core with fluff pulp harvested from certified sustainably managed forests — **NO chlorine processing or harsh chemical bleaches**
- Naturally derived odor inhibitors from citrus and chlorophyll
- Bio-based, gluten free wheat/corn blend in super absorbent core — less sodium polyacrylate
- Simply pure — no fragrances, lotions, or latex
- Yes, diapers can be fun too! Cute, stylish designs for girls and boys — **updated seasonally!** Never miss out.
- Comfy-stretch side panels and soft, refastenable tabs for perfect fit and wiggability!
- Securely fitting moisture barrier cuffs help prevent leakage and blowouts
- Gentle, safe, and non-irritating for sensitive skin

**size & quantity chart**

\*MADE WITH NATURALLY DERIVED, PLANT-BASED & SUSTAINABLE MATERIALS



The diagram shows a top-down view of a diaper. Labels with red lines pointing to specific parts include: 'comfy-stretch waistband' at the top edge, 'superior absorbency' in the central core area, 'natural odor-blockers' on the right side panel, 'ultra soft, plant-based materials' at the bottom right, 'advanced leak protection' at the bottom left, and 'bio-based sustainably harvested core' pointing to the central absorbent area.

74. The Honest Diapers' product page on Honest.com previously stated that Honest Diapers were "100%....plant-based," and in so doing, further amplified its representations that Honest Diapers are natural.

75. The following excerpted screenshot appeared on the Internet Archive's Wayback Machine on August 26, 2015, accessed by inserting the Honest.com Diaper Bundle webpage, and selecting January 21, 2013:

*A new diaper for a new generation!*

100% non-toxic, chlorine-free, sustainable, and plant-based materials — ensuring your baby is safe and NOT exposed to any harsh or synthetic chemicals (ever!)

- [Diapers](#)
- [Wipes](#)
- [Patterns](#)
- [Details & Ingredients](#)

76. By consistently and systematically advertising the Honest Diapers as (A) “natural” and (B) “honest” throughout the Class Period, Defendant intended that all consumers purchasing Honest Diapers would be exposed to these advertising representations and would take them literally.

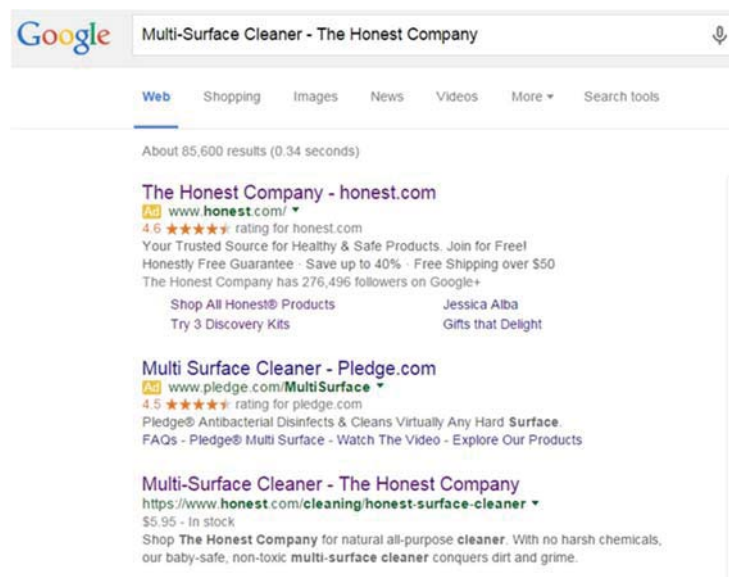
### *Honest Multi-Surface Cleaner*

77. Honest.com states that Honest Multi-Surface Cleaner is “natural.”

78. The Honest Multi-Surface Cleaner’s product webpage on Honest.com provides the following website “meta-tag” description to search engine crawlers: <meta content="Shop The Honest Company for natural all-purpose cleaner. With no harsh chemicals, our baby-safe, non-toxic multi-surface cleaner conquers dirt and grime." name="description" />.

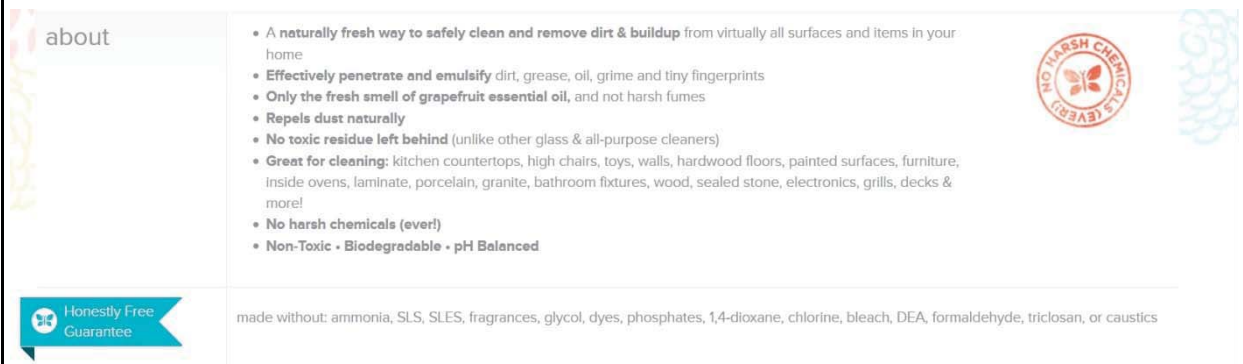
79. As a result of this meta-tag, the representation that Honest Multi-Surface Cleaner is “natural” appears verbatim in Google search results for Honest Multi-Surface Cleaner.

80. The following excerpted screenshot is a Google search conducted for “Multi-Surface Cleaner – The Honest Company” on August 26, 2015:



81. The Honest Multi-Surface Cleaner product webpage on Honest.com states that Honest Multi-Surface Cleaner is “naturally fresh,” and “Non-Toxic,” and that it contains “NO HARSH CHEMICALS (EVER),” and “Repels dust naturally.” Each of these statements has amplified Defendant’s representation that Honest Multi-Surface Cleaner is natural.

82. The following excerpted screenshots appeared on Honest.com on August 25, 2015:

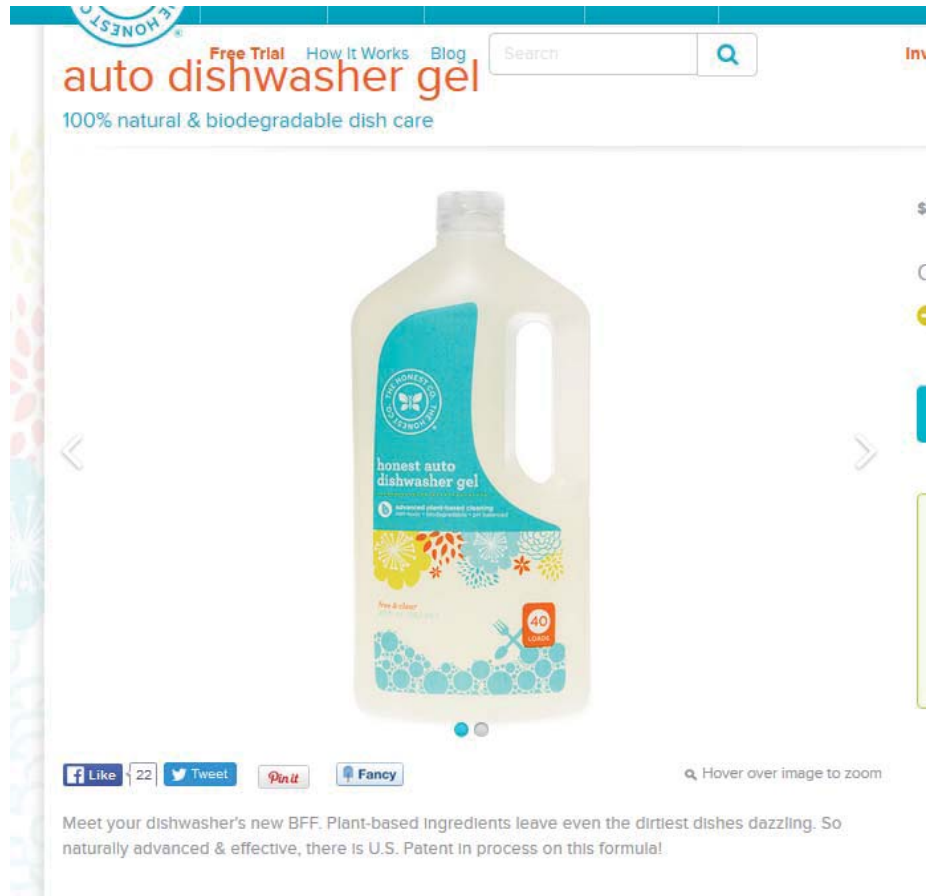


83. By consistently and systematically advertising the Honest Multi-Surface Cleaner as (A) “natural” and (B) “honest” throughout the Class Period, Honest intended that all consumers purchasing Honest Multi-Surface Cleaner would be exposed to these advertising representations, and would take them literally.

#### *Honest Auto Dishwasher Gel*

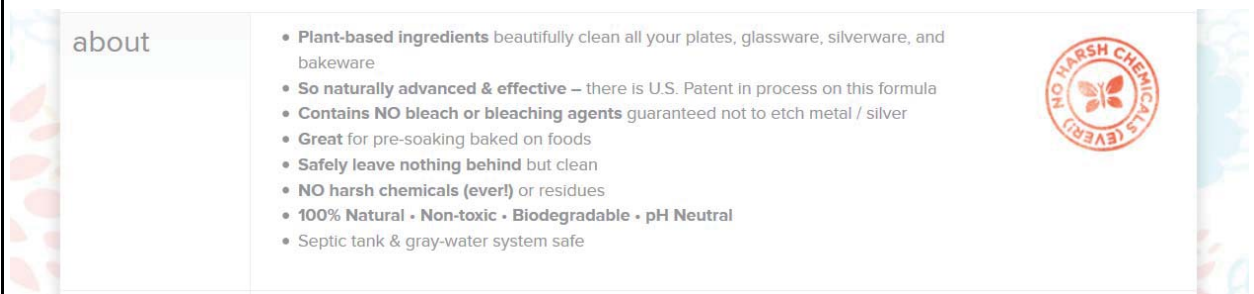
84. Honest.com described Honest Auto Dishwasher Gel as “100% Natural.”

85. In 2014, the following excerpted screenshot appeared on Honest.com, accessible via the Internet Archive Wayback Machine:



86. Honest.com stated that Honest Auto Dishwasher Gel is “naturally advanced.”

87. The following excerpted screenshot appeared on the Internet Archive’s Wayback Machine on May 9, 2016, accessed by inserting the Honest.com Honest Auto Dishwasher webpage, and selecting certain dates in 2013 and 2014:





*Honest Dishwasher Packs*

88. Honest Dishwasher Packs product packaging stated and continues to state the product consists of “naturally-derived ingredients.”

89. The following excerpted screenshot appeared on Honest.com on May 9, 2016, displaying the product packaging:



90. Honest.com described and continues to describe Honest Dishwasher Packs as consisting of “Naturally-Derived Ingredients.”

91. The following excerpted screenshot appeared on Honest.com on May 9, 2016:



## about

- **Dual-action** cleaning and degreasing power in a **concentrated, premeasured pack**
- **Unique plant and mineral-based** ingredients **brilliantly clean** your plates, glassware, cutlery, and bakeware
- Water-soluble, biodegradable pouch makes these premeasured packs super convenient, **without any mess or waste**
- Formulated for standard and European automatic dishwasher models
- Pure rinse formula- NO harsh chemical residues or worries!
- Non-toxic for you and your family
- **Naturally-Derived Ingredients • No Mess and No Waste • Septic Safe • Effective in All Temperatures**

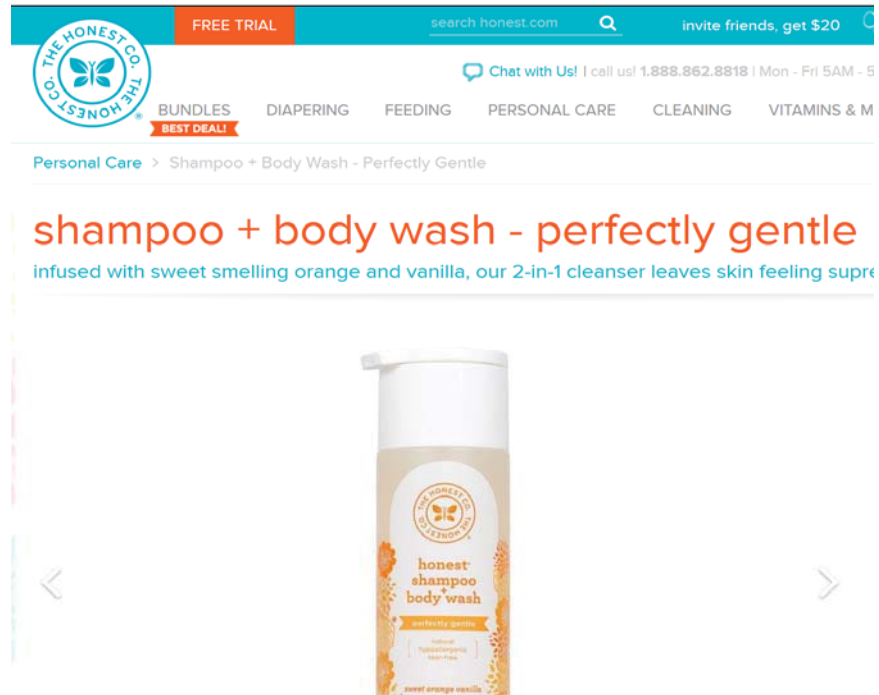
92. By consistently and systematically advertising the Honest Dishwasher Packs as (A) consisting of “naturally-derived ingredients” and (B) “honest” throughout the Class Period, Honest intended that all consumers purchasing Honest Dishwasher Packs would be exposed to these advertising representations, and would take them literally.

### *Honest Shampoo And Body Wash*

93. Honest Shampoo and Body Wash product packaging stated and continues to state that the Honest Shampoo and Body Wash is “natural.”

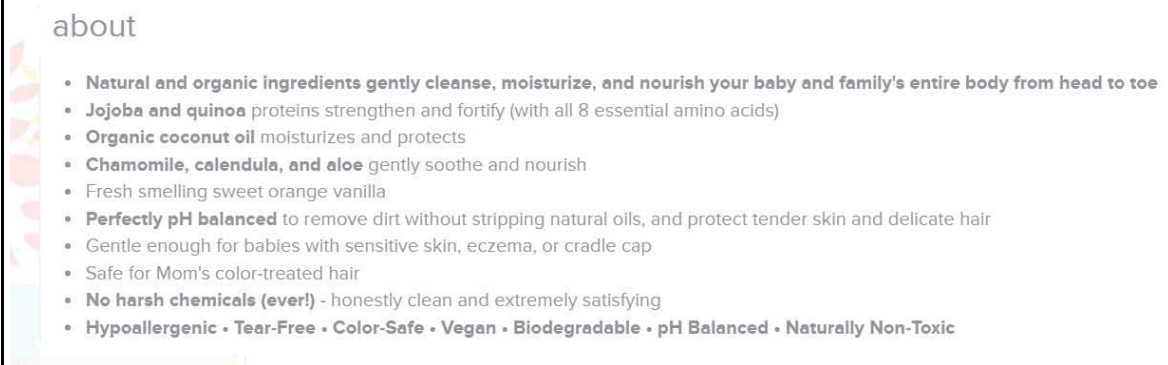


94. The following excerpted screenshot appeared on Honest.com on May 9, 2016, displaying Honest Shampoo and Body Wash product packaging:



95. Honest.com described and continues to describe Honest Shampoo & Body Wash as consisting of “natural and organic ingredients,” and in so doing, has amplified its representation that Honest Shampoo and Body Wash is natural.

96. The following excerpted screenshot appeared on the Internet Archive’s Wayback Machine on May 9, 2016, accessed by inserting the Honest.com Honest Auto Dishwasher webpage, and selecting September 9, 2015:



97. By consistently and systematically advertising the Honest Shampoo and Body Wash as (A) “natural” and (B) “honest” throughout the Class Period,

Honest intended that all consumers purchasing Honest Dishwasher Packs would be exposed to these advertising representations, and would take them literally.

### *Honest Conditioning Detangler*

98. Honest Conditioning Detangler's product packaging stated and continues to state that the Honest Conditioning Detangler is "natural."

99. Defendant displays the product packaging on Honest.com. The following excerpted screenshot appeared on the Internet Archive's Wayback Machine on May 9, 2016, accessed by inserting the Honest.com Honest Conditioning Detangler webpage, and selecting March 15, 2015:



100. By consistently and systematically advertising the Honest Conditioning Detangler as (A) “natural” and (B) “honest” throughout the Class Period, Honest intended that all consumers purchasing Honest Conditioning Detangler would be exposed to these advertising representations, and would take them literally.

### *Honest Bubble Bath*

101. Honest Bubble Bath’s product packaging stated and continues to state that the Honest Bubble Bath is “natural.”

102. The following excerpted screenshot appeared on Honest.com on May 9, 2016, displaying Honest Bubble Bath product packaging.

bubble bath - perfectly gentle

infused with sweet smelling orange and vanilla, our super foaming bubbles leave skin feeling supremely soft &



103. By consistently and systematically advertising the Honest Bubble Bath (A) “natural” and (B) “honest” throughout the Class Period, Honest

1 intended that all consumers purchasing Honest Bubble Bath would be exposed to  
2 these advertising representations, and would take them literally.

3 **Untrue, Misleading, and/or Deceptive Claims**

4 *Natural Goods Advertising*

5 104. Defendant's representations in advertisements and labels are  
6 misleading, deceptive, and/or untrue.

7 105. Defendant falsely represented and continues to represent, expressly  
8 and by implication, that the Natural Products are natural.

9 106. "Natural" in the context of Defendant's products means each product  
10 contains no artificial ingredients.

11 107. The representation that a product is natural is material to a  
12 reasonable consumer.

13 *Synthetic Ingredients Are Not Natural*

14 108. Honest Natural Products that Defendant advertised and/or labeled as  
15 "natural" contain non-natural ingredients.

16 109. Contrary to Defendant's representations in advertisements and  
17 labels, including in product descriptions on Honest.com and Target.com, the  
18 Honest Natural Products contain non-natural ingredients as follows:

- 19 a. Honest Dish Soap
- 20 i. *Methylisothiazolinone*- a synthetic preservative.
- 21 ii. *Cocamidopropyl Betaine*- a synthetic surfactant.
- 22 iii. *Phenoxyethanol*- a synthetic preservative.
- 23 b. Honest Hand Soap
- 24 i. *Phenoxyethanol*- see above.
- 25 c. Honest Multi-Surface Cleaner
- 26 i. *Methylisothiazolinone*- see above.
- 27 d. Honest Diapers

- 1                   i.     *Sodium Polycrylate*- a petrochemical-based additive.
- 2           e.     Honest Auto Dishwasher Gel
- 3                   i.     *Potassium Sorbate* – a synthetic preservative.
- 4           f.     Honest Dishwasher Packs
- 5                   i.     *Polyvinyl Alcohol* – a synthetic polymer.
- 6           g.     Honest Conditioning Detangler
- 7                   i.     *Caprylyl Glycol* – a synthetic agent.
- 8           h.     Honest Shampoo & Body Wash
- 9                   i.     *Caprylyl Glycol* – see above.
- 10                  ii.    *Cocamidopropyl Hydroxysultaine* – a synthetic
- 11                        surfactant.
- 12           i.     Honest Bubble Bath
- 13                   i.     *Caprylyl Glycol* – see above.

14           110. Synthetic ingredients are artificial, not natural.

15           111. The Environmental Working Group rates many of these ingredients  
16 as exceeding the organization’s “low hazard” threshold, according to the  
17 following ratings on the organization’s informational website:

- 18                   (a)    Methylisothiazolinone - EWG Rating: 7 out of 9 – “High
- 19                        Hazard.”
- 20                   (b)    Cocamidopropyl Betaine - EWG Rating: 4 out of 9 –
- 21                        “Moderate Hazard.”
- 22                   (c)    Phenoxyethanol - EWG Rating: 4 out of 9 – “Moderate
- 23                        Hazard.”
- 24                   (d)    Sodium Polycrylate - EWG Rating: 3 out of 9 – “Moderate
- 25                        Hazard.”

26           112. Defendant’s own statements on the “honestly blog” concede that  
27 these ingredients are not natural.



1           113. Defendant has expressly criticized its competitors for using  
2 “preservatives (and ingredients) with synthetic fragrances,” including  
3 “Methylisothiazolinone.”

4           114. Defendant stated on the “honestly blog” that Cocamidopropyl  
5 Betaine “isn’t found in nature,” adding the statement “but that’s the beauty and  
6 power of chemistry!”

7           115. Defendant stated on the “honestly blog” that the ingredient  
8 Phenoxyethanol is “synthetically produced in a laboratory.”

9           116. Defendant indicated on the “honestly blog” that the ingredient  
10 Sodium Polycrylate is “petroleum-based.” This statement also contradicts  
11 Defendant’s prior advertising representation that Honest Diapers are 100% plant-  
12 based.

13           117. Defendant stated on the “honestly blog” that Potassium Sorbate is  
14 “synthetically produced.”

15           118. Defendant stated on the “honestly blog” that Polyvinyl Alcohol is a  
16 “synthetic polymer.”

17           119. Defendant explicitly and impliedly conceded on the “honestly blog”  
18 that Caprylyl Glycol is “synthetically made.”

19           120. Defendant stated on the “honestly blog” that Cocamidopropyl  
20 Hydroxysultaine is a “surfactant.”

21           121. As indicated by the statements above, Defendant knowingly  
22 advertises and/or labels the Natural Products as natural despite knowing the  
23 Natural Products contain synthetic, non-natural ingredients.

24           122. Plaintiffs would all consider purchasing Honest Natural Products in  
25 the future if Defendant ceases selling misrepresented products as alleged in this  
26 Complaint.

27

123. By claiming Natural Products that contain synthetic ingredients are natural, Defendant knowingly deceived and misled reasonable consumers and knowingly made representations in advertising and/or labels Defendant knew to be untrue and would mislead consumers, or which by the exercise of reasonable care Defendant should have known were untrue and would mislead consumers.

**Plaintiffs' Experience with Defendants' Advertising and Products**

*Plaintiffs' Purchase of the Products*

*Family Essentials Bundle*

124. Plaintiff Julie Hedges purchased a subscription to the "Family Essentials" bundle through Honest.com on or around July 13, 2013. Hedges selected five products from the website's product viewer and purchased a home delivery subscription. Under the terms of the subscription package, known in e-commerce as a "negative option," Hedges was required to opt-out of the subscription to terminate her monthly purchase of the same products. Hedges did not opt-out of the subscription for several months.

*Hand Soap*

125. Plaintiff Hedges purchased Honest Hand Soap from Honest.com on July 13, 2013.

*Dish Soap*

126. Plaintiff Hedges purchased Honest Dish Soap from Honest.com on July 13, 2013.

*Diapers*

127. Plaintiff Hiddlestone purchased Honest Diapers from Honest.com on numerous occasions including on December 1, 2014.

*Multi-Surface Cleaner*

128. Plaintiff Hedges purchased Honest Multi-Surface Cleaner from Honest.com on July 13, 2013.

1 *Auto Dishwasher Gel*

2 129. Plaintiff Hedges purchased Honest Auto Dishwasher Gel from  
3 Honest.com on July 13, 2013.

4 *Dishwasher Packs*

5 130. Plaintiff Hiddlestone purchased Honest Dishwasher Packs from  
6 Honest.com on December 1, 2014.

7 *Conditioning Detangler*

8 131. Plaintiff Hiddlestone purchased Honest Conditioning Detangler from  
9 Honest.com on May 1, 2015.

10 *Shampoo & Body Wash*

11 132. Plaintiff Hiddlestone purchased Honest Shampoo & Body Wash  
12 from Honest.com on May 1, 2015.

13 *Bubble Bath*

14 133. Plaintiff Hedges purchased Honest Bubble Bath from Honest.com on  
15 July 13, 2013.

16 *Plaintiffs' Exposure to the False Advertising and the Resulting Harm*

17 134. Plaintiffs Julie Hedges and Candace Hiddlestone actually witnessed  
18 Defendant's advertising campaign.

19 135. Hedges read and generally believed that Honest products were  
20 natural, non-toxic, and plant-based. Hedges saw Defendant's advertising and  
21 labeling representations on product packaging, Facebook publications, internet  
22 advertising, television advertising and individual product pages.

23 136. When Hedges purchased the Family Essentials Bundle online, she  
24 saw and relied upon Defendant's representation that the products were "natural."

25 137. Hedges specifically understood that the Honest products were more  
26 expensive than non-natural products on the basis that they were natural, and she  
27 reasonably relied on Defendant's "natural" advertising when she purchased the

1 products marked up at a premium as compared to comparable products, based on  
2 Defendant's representations on its labels, advertising and marketing that the  
3 products were natural.

4 138. Hedges confirmed that the product labels contained representations  
5 that the products were "natural" when she received them in the mail, and did not  
6 cancel the subscription to receive future packages and be charged for the Honest  
7 natural products on that basis, for a duration of six months.

8 139. At some point in time after Hedges purchased the Family Essentials  
9 bundle, Defendant announced that the same products would be available at Target  
10 outlets. At that point, Hedges began to purchase the same products at her local  
11 Target outlet store in Georgia.

12 140. Plaintiff Candace Hiddlestone specifically understood that the  
13 Honest products were more expensive than non-natural products on the basis that  
14 they were natural, and she reasonably relied on Defendant's "natural" advertising  
15 when she purchased the products marked up at a premium as compared to  
16 comparable products, based on Defendant's representations on its labels,  
17 advertising and marketing that the products were natural.

18 141. Hiddlestone accessed the Honest products and witnessed  
19 Defendant's false advertising campaign through Defendant's official mobile  
20 application device application. Hiddlestone read Defendant's mission statement,  
21 Frequently Asked Questions, and guarantees.

22 142. Hiddlestone followed the company on Facebook and continued  
23 receiving "promoted" social media posts and social media advertising after she  
24 stopped following the company.

25 143. Hiddlestone read and relied upon Defendant's product  
26 representations, both on product labels and in Defendant's advertising, which  
27 representations were material to her purchasing decisions.

1           144. As stated above, Defendant knew or should have known that its  
2 representations regarding the Natural Products would mislead consumers into  
3 believing those products did not contain synthetic ingredients.

4           145. Plaintiffs Hedges and Hiddlestone did not know and had no reason to  
5 suspect that Defendant misrepresented the characteristics of the Honest Natural  
6 Products.

7           146. As a result of their payment of a premium to Defendant for these  
8 Natural Products, both Hedges and Hiddlestone experienced economic harm.

9                           **Plaintiffs' Reliance Was Reasonable**

10           147. Plaintiffs reasonably relied on Defendant's own statements and  
11 advertising concerning the particular qualities and benefits of their products.

12           148. Plaintiffs read and relied upon the labels on products in making their  
13 purchasing decisions, along with viewing the statements and advertising on  
14 Defendant's website and elsewhere on the internet.

15           149. A reasonable consumer would consider the ingredients and physical  
16 properties when looking to purchase a natural product. Here, Plaintiffs relied on  
17 the specific statements and representations by Defendant that the Natural  
18 Products were natural and supplemental representations, including that the  
19 Natural Products do not contain harsh chemicals, are safe, are non-toxic, and are  
20 plant-based.

21                           **Defendant's Knowledge and Notice of its Breaches of its**  
22                           **Express and Implied Warranties**

23           150. Defendant had sufficient notice of its breaches of its express and  
24 implied warranties. Defendant had and has exclusive knowledge of the physical  
25 and chemical make-up of the Honest Natural Products.  
26  
27



151. For instance, as early as June 28, 2012, a consumer inquired with Defendant about its inadequate disclosure that its cleaning products contained cocamidopropyl betaine, phenoxyethanol, and methylisothiazolinone<sup>1</sup>:

katie says

Wednesday, June 27th, 2012 1:27 PM at 1:27 pm

Where does it say that the dish soap contains the ingredients: cocamidopropyl betaine, phenoxyethanol, and methylisothiazolinone. On the bottle it says water and coconut oil derived surfactants. Are all those things what makes coconut oil derived surfactants?

Update before I even send. I just need to say, I am surprised that the label of a company who's goal is to be completely transparent, was not so transparent. I went to the website and now the dish soap has an 'updated scent' of white grapefruit and spells out those ingredients you mentioned instead of what's on my bottle, "Water, and coconut oil derived surfactants.". I am disappointed in the 'honest' company and will not be purchasing from them again.

Reply

Maia says

Thursday, June 28th, 2012 6:25 PM at 6:25 pm

Hi Katie-

I got my information from the website and a couple of phone calls to the company; I've not yet held a bottle of the soap in my hand, and I'm disappointed to hear that the ingredients listed there are vague and, frankly, sneaky. I agree that there is an inconsistency between the ostensible mission of the company and not only the inclusion of such chemicals, but also the intentional obscuring of their inclusion! That said, I have to reiterate what I said in my post: I think Jessica Alba is sincerely passionate about making safe products, and the vast majority of the Honest line is clean, safe, and...well, honest. It's unfortunate that the dish soap is such a glaring exception.

152. Plaintiffs Hiddlestone and Hedges also timely sent Defendant a letter detailing the bases for their claims of breach of implied and express warranties. This letter was sent 30 days prior to the filing of this complaint.

<sup>1</sup> <https://gimmethegoodstuff.org/the-honest-company-by-jessica-alba-good-bad-or-sneaky/#comments>

1                   **Privity Exists With Plaintiffs and the Proposed Class**

2           153. Defendant knew that consumers such as Plaintiffs and the proposed  
3 Class would be the ultimate user of the products and target of its advertising and  
4 statements.

5           154. Defendant intended that its statements and representations would be  
6 considered by the end-users of its products, including Plaintiffs and the proposed  
7 Class.

8           155. Defendant directly marketed to Plaintiffs through its statements on  
9 its websites and packaging.

10          156. Plaintiffs are the intended beneficiaries of the express and implied  
11 warranties.

12                   **CLASS ACTION ALLEGATIONS**

13          157. Plaintiffs bring this action on behalf of themselves and, pursuant to  
14 Rule 23 of the Federal Rules of Civil Procedure, on behalf of a nationwide class  
15 (the “Honest Natural Products Class”) that include other similarly situated  
16 purchasers of the Honest Products who experienced the same or substantially  
17 similar harm as a result of Defendant’s false advertising.

18           **HONEST NATURAL PRODUCTS CLASS:** All U.S. residents who  
19 have purchased Honest Dish Soap, Honest Hand Soap, Honest Diapers, Honest  
20 Multi-Surface Cleaner, Honest Dishwasher Packs, Honest Dishwasher Gel,  
21 Honest Shampoo and Body Wash, Honest Detangling Conditioner, and/or Honest  
22 Bubble Bath (the “Natural Product(s)”) during the applicable statute of  
23 limitations.

24          The Class excludes any judge or magistrate assigned to this case; all  
25 persons who make a timely election to be excluded from the Class; governmental  
26 entities; Defendant and any entity in which Defendant has a controlling interest,  
27

1 and its officers, directors, legal representatives, successors and assigns; and any  
2 person who purchased the Honest Products for resale.

3 158. As used herein, the terms “Natural Products Class Members” shall  
4 mean and refer to the members of that Class described above.

5 159. Plaintiffs reserve the right to modify the Class definitions, and to add  
6 subclasses, as warranted by facts discovered.

7 160. Class-wide treatment is appropriate because Plaintiffs can prove the  
8 elements of their claims on a class-wide basis using the same evidence as would  
9 be used to prove those elements in individual actions alleging the same claims.

10 161. Numerosity—Federal Rule of Civil Procedure 23(a)(1). The  
11 members of the Class are so numerous that joinder is impracticable. Upon  
12 information and belief, there are at least thousands of individual purchasers of  
13 Honest Natural Products. The precise number of Honest Natural Products Class  
14 Members is unknown to Plaintiffs, but may be ascertained, including by objective  
15 criteria. Members of the class may be notified of the pendency of this action by  
16 recognized, Court-approved notice dissemination methods.

17 162. Commonality and Predominance—Federal Rules of Civil Procedure  
18 23(a)(2) & 23(b)(3). This action involves common questions of law or fact,  
19 which predominate over any questions affecting individual members of the Class.  
20 Common questions include:

21 (a) Whether Defendant owed a duty of care to the Honest Natural  
22 Products Class.

23 (b) Whether Defendant represented and continues to represent that  
24 certain Honest Natural Products are natural;

25 (c) Whether Defendant’s representations in advertising and/or labeling  
26 are false, deceptive, and misleading;  
27

1 (d) Whether those representations are likely to deceive a reasonable  
2 consumer;

3 (e) Whether Defendant had knowledge that those representations were  
4 false, deceptive, and misleading;

5 (f) Whether Defendant continues to disseminate those representations  
6 despite knowledge that the representations are false, deceptive, and misleading;

7 (g) Whether a representation that a product is natural is material to a  
8 reasonable consumer of natural products;

9 (h) Whether California law applies to the claims of the proposed Class;

10 (i) Whether Defendant breached express and implied warranties;

11 (j) Whether Defendant violated California Business and Professions  
12 Code § 17200 *et seq.*;

13 (k) Whether Defendant violated California Business and Professions  
14 Code § 17500 *et seq.*;

15 (l) Whether Defendant violated California Civil Code § 1750 *et seq.*;

16 (m) Whether Defendant was unjustly enriched;

17 (n) Whether Plaintiffs and the members of the Class are entitled to  
18 actual, statutory, and punitive damages; and

19 (l) Whether Plaintiffs and members of the Class are entitled to  
20 declaratory and injunctive relief.

21 163. Defendant engaged in a common course of conduct giving rise to the  
22 legal rights sought to be enforced by Plaintiffs each individually and on behalf of  
23 the other members of the Class. Identical statutory violations and business  
24 practices and harms are involved. Individual questions, if any, are not prevalent  
25 in comparison to the numerous common questions that dominate this action.

26 164. Typicality—Federal Rule of Civil Procedure 23(a)(3). Plaintiffs’  
27 claims are typical of the claims of the other members of the Class because, among

1 other things, all members of the Class were comparably injured through the  
2 uniform misconduct described above and were subject to Defendant's false,  
3 deceptive, misleading, and unfair labeling and marketing practices, including the  
4 false claims that the Honest Natural Products are natural. Plaintiffs do not have  
5 any interests adverse to the Class.

6       165. Adequacy of Representation—Federal Rule of Civil Procedure  
7 23(a)(4). Plaintiffs are adequate representatives of the members of the Class  
8 because their interests do not conflict with the interests of the other members of  
9 the Class; they have retained competent counsel with experience in complex class  
10 action litigation; and Plaintiffs will prosecute this action vigorously. The interests  
11 of the members of the Class will be fairly and adequately protected by Plaintiffs  
12 and their counsel.

13       166. Declaratory and Injunctive Relief—Federal Rule of Civil Procedure  
14 23(b)(2). Defendant has acted or refused to act on grounds generally applicable  
15 to Plaintiffs and other members of the Class, thereby making appropriate final  
16 injunctive relief and declaratory relief, as described below, with respect to the  
17 members of the Class, each as a respective whole.

18       167. Superiority—Federal Rule of Civil Procedure 23(b)(3). A class  
19 action is superior to any other available means for the fair and efficient  
20 adjudication of this controversy, and no unusual difficulties are likely to be  
21 encountered in the management of this class action. The damages or other  
22 financial detriment suffered by Plaintiffs and the other members of the Class are  
23 relatively small compared to the burden and expense that would be required to  
24 individually litigate their claims against Defendant, so it would be impracticable  
25 for members of the Class to seek redress for Defendant's wrongful conduct on an  
26 individual basis. Individualized litigation would also pose the threat of  
27 significant administrative burden to the court system. Individual cases would



1 create the potential for inconsistent or contradictory judgments, and would  
 2 increase delay and expense to all parties and the court system. By contrast the  
 3 class action device presents far fewer management difficulties and provides the  
 4 streamlined benefits of singular adjudication and comprehensive supervision by  
 5 one court. Given the similar nature of the class members' claims, the Class will  
 6 be easily managed by the Court and the parties and will be managed more  
 7 efficiently in this integrated class action than through multiple separate actions in  
 8 the various states.

### 9 **CLAIMS FOR RELIEF**

#### 10 **FIRST CLAIM FOR RELIEF**

#### 11 **Violation of California's Consumer Legal Remedies Act**

#### 12 **California Civil Code §§ 1750 *et seq.***

13 168. Plaintiffs hereby incorporate by reference the allegations contained  
 14 in this Complaint.

15 169. Plaintiffs bring this claim for relief pursuant to the California  
 16 Consumers Legal Remedies Act ("CLRA").

17 170. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(5),  
 18 which prohibits "Representing that goods or services have . . . characteristics,  
 19 ingredients, uses, benefits, or quantities which they do not have."

20 171. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(7),  
 21 which prohibits "Representing that goods or services are of a particular standard,  
 22 quality or grade . . . if they are of another."

23 172. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(9),  
 24 which prohibits "Advertising goods . . . with intent not to sell them as  
 25 advertised."  
 26  
 27

1           173. Defendant's conduct violated the CLRA, Civil Code § 1770(a)(16),  
2 which prohibits "Representing that the subject of a transaction has been supplied  
3 in accordance with a previous representation when it has not."

4           174. Honest Products are "goods" within the meaning of Civil Code §  
5 1761(a) and § 1770.

6           175. Defendant is a "person," as defined by Civil Code § 1761(c).

7           176. Plaintiffs and the members of the Class are "consumers" within the  
8 meaning of Civil Code § 1761(d) and § 1770.

9           177. Plaintiffs Hiddlestone and Hedges, and members of the Class  
10 purchased Honest Dish Soap, Honest Hand Soap, Honest Diapers, Honest Multi-  
11 Surface Cleaner, Honest Dishwasher Packs, Honest Dishwasher Gel, Honest  
12 Shampoo and Body Wash, Honest Detangling Conditioner, and/or Honest Bubble  
13 Bath for personal, family, and household purposes as meant by Civil Code §  
14 1761(d).

15           178. Each purchase of the Honest Products by Plaintiffs and each member  
16 of the Class constitutes a "transaction" within the meaning of Civil Code §§  
17 1761(e) and 1770.

18           179. In fact, Plaintiffs Hiddlestone and Hedges and the Honest Natural  
19 Products Class Members relied upon the representations in advertising and labels  
20 to their detriment and paid a higher price for Honest Natural Products than they  
21 would have paid for products that are not natural.

22           180. Defendant's conduct is ongoing and, unless restrained, likely to  
23 recur.

24           181. Plaintiffs, on behalf of themselves and members of the Class, seek  
25 injunctive relief prohibiting Defendant from engaging in the misconduct  
26 described herein.

27           182. Plaintiffs seek attorneys' fees and costs as allowed by law.

183. CLRA Civil Code § 1782(d) codifies Plaintiffs' right to amend without leave of court to include a request for damages.

184. On April 27, 2016, Plaintiffs Hiddlestone and Hedges sent a CLRA § 1782 (a) notice letter to Defendant, a copy of which is attached hereto as Exhibit A. Defendant has failed to provide appropriate relief for its violations of CLRA §§ 1770(a)(5), (7), (9) and (16) within 30 days of this notification. In accordance with Civ. Code 1782(b), Plaintiffs and the Class are entitled, under Civ. Code § 1780, to recover and obtain the following relief for Defendant's violations of CLRA §§ 1770(a)(5),(7), (9) and (16):

- (a) actual damages under CLRA § 1780(a)(1);
- (b) restitution of property under CLRA § 1780(a)(3);
- (c) punitive damages under CLRA § 1780(a)(4) and because Defendant has engaged in fraud, malice or oppression;
- (d) attorneys' fees and costs under CLRA § 1780(d); and
- (e) any other relief the Court deems proper under CLRA 1780(a)(5).

185. Attached as Exhibit B, Plaintiff Hiddlestone states facts showing that this action was filed in a court described as a proper place for the trial of the action.

## **SECOND CLAIM FOR RELIEF**

### **For Violation of California's False Advertising Law, California Business & Professions Code §§ 17500 *et seq.***

186. Plaintiffs hereby incorporate by reference the allegations contained in this Complaint.

187. California's False Advertising Law, Business & Professions Code §§ 17500 *et seq.* ("FAL"), provides that "[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or

1 disseminated . . . from this state before the public in any state, in any newspaper  
2 or other publication, or any advertising device, or by public outcry or  
3 proclamation, or in any other manner or means whatever, including over the  
4 Internet, any statement . . . which is untrue or misleading, and which is known, or  
5 which by the exercise of reasonable care should be known, to be untrue or  
6 misleading . . . .”

7 188. Defendant’s acts and practices as described herein have deceived  
8 and/or are likely to deceive Plaintiffs and the Honest Natural Products Class  
9 Members.

10 189. By its actions, Defendant has been and is disseminating uniform  
11 marketing statements concerning the Honest Products, and the performance, facts  
12 connected with, and disposition of Honest Products, which by their nature are  
13 untrue or misleading, and which Defendant knew or should have known were  
14 untrue and/or misleading, within the meaning of California Business &  
15 Professions Code §§ 17500 et seq.

16 190. Defendant used numerous advertising devices and other manner and  
17 means to disseminate these statements, including those set forth more fully  
18 elsewhere in this Complaint.

19 191. The statements are likely to deceive and continue to deceive the  
20 consuming public for the reasons detailed above.

21 192. Defendant intended, and continues to intend, that Plaintiffs and the  
22 members of the Class rely upon the untrue and/or leading statements set forth  
23 more fully elsewhere in this Complaint.

24 193. In fact, Plaintiffs and the members of the Class relied upon  
25 Defendant’s statements to their detriment.





1 (c) Section 5(a) of the Federal Trade Commission Act (“FTC Act”), 15  
2 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
3 affecting commerce; and

4 (d) Section 12 of the FTC Act, 15 U.S.C. § 52, which prohibits the  
5 dissemination of any false advertisement in or affecting commerce for the  
6 purpose of inducing, or which is likely to induce, the purchase of food, drugs,  
7 devices, services, or cosmetics.

8 (e) Plaintiffs reserve the right to identify additional provisions of law  
9 violated by Defendant as further investigation and discovery are undertaken and  
10 additional facts are discovered.

11 202. Defendant’s misrepresentations and its false and misleading  
12 advertising constitute “unfair” business acts and practices under the UCL.

13 203. Defendant’s misconduct offends established public policy and is  
14 unethical, and/or substantially injurious to Plaintiffs and the members of the  
15 Class.

16 204. Defendant’s misconduct undermines and violates the policies  
17 codified in the FAL and the CLRA.

18 205. There is no legitimate utility of Defendant’s misconduct, let alone  
19 any that would outweigh the harm to Plaintiffs and the members of the Class.

20 206. Plaintiffs and the members of the Class could not have reasonably  
21 avoided the injury each of them suffered, as reasonable consumers had no way of  
22 reasonably ascertaining the Honest Products are misbranded and are not properly  
23 labeled or advertised, and were at all relevant times dissuaded from avoiding any  
24 injury by Defendant’s long term advertising campaign.

25 207. Defendant’s misrepresentations and its false and misleading  
26 advertising regarding Honest Products constitute “fraudulent” business acts and  
27

1 practices because members of the consuming public, including Plaintiffs and the  
2 members of the Class, were and are likely to be deceived thereby.

3 208. In fact, Plaintiffs Hiddlestone and Hedges and the Honest Natural  
4 Products Class Members relied upon Defendant's representations on labels and in  
5 advertisements to their detriment and paid a higher price for Honest Natural  
6 Products than they would have paid for products that are not natural.

7 209. Defendant's conduct is ongoing and unless restrained, likely to recur.

8 210. Plaintiffs and each Class Member has been injured in fact, and has  
9 lost money or property, and each is entitled to restitution and injunctive relief.

10 211. Defendant should be required to pay damages and/or make  
11 restitution to Plaintiffs and the members of the Class and pay for Plaintiffs' in an  
12 amount to be determined by this Court but at least \$5,000,000 in the aggregate, as  
13 well as Plaintiffs' and the Class members' attorneys' fees.

14 **FOURTH CLAIM FOR RELIEF**

15 **BREACH OF EXPRESS WARRANTY**

16 212. Plaintiffs hereby incorporate by reference the allegations contained  
17 in this Complaint.

18 213. As set forth hereinabove, Defendant made representations to  
19 Plaintiffs and members of the Class that, among other things, Honest Natural  
20 Products are "natural."

21 214. The representations set forth herein as to the Natural Products  
22 constitute express warranties.

23 215. These promises became part of the basis of the bargain between the  
24 parties and thus constituted express warranties.

25 216. Plaintiffs and the Class Members reasonably relied on these  
26 promises.



1           224. It would be unjust and inequitable for Defendant to retain the  
2 benefits it received and continues to receive from Plaintiffs Hiddlestone and  
3 Hedges and the Honest Natural Products Class Members for the premiums they  
4 paid in exchange for products Defendant falsely represented as “natural,” absent  
5 full repayment to Plaintiffs Hiddlestone and Hedges and the Honest Natural  
6 Products Class Members who purchased the Honest Natural Products.

7           225. Plaintiffs seek restitution on all of the inequitable payments and  
8 profits Defendant retained from Plaintiffs and the members of the Class in an  
9 amount to be determined by this Court but at least \$5,000,000.

10                                   **PRAYER FOR RELIEF**

11           WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for:

12           A. An order certifying the Class and appointing Plaintiffs as the  
13 representatives of the Class, and appointing counsel of record for Plaintiffs as  
14 counsel for the Class;

15           B. Declaratory and injunctive relief as permitted by law or equity,  
16 including enjoining Defendant from continuing the unlawful practices described  
17 herein, and directing Defendant to identify, with Court supervision, victims of the  
18 misconduct and pay them restitution and disgorgement of all profits and unjust  
19 enrichment Defendant acquired by means of any business practice declared by  
20 this Court to be unlawful, unfair, and fraudulent;

21           C. An Order for Defendant to engage in a corrective advertising  
22 campaign;

23           D. Actual damages, including under CLRA § 1780(a)(1), in an amount  
24 to be determined by this Court but at least \$5,000,000;

25           E. Restitution, disgorgement, and/or constructive trust on all of the  
26 inequitable payments and profits Defendant retained from Plaintiffs and the  
27

1 members of the Class, including under CLRA § 1780(a)(2), in an amount to be  
2 determined by this Court but at least \$5,000,000;

3 F. Punitive damages under CLRA § 1780(a)(4) and because Defendant  
4 has engaged in fraud, malice or oppression;

5 G. Attorneys' fees, per Cal. Civil Code 1780(d) and California Code of  
6 Civil Procedure § 1201.5;

7 H. Expenses and costs of this action;

8 I. Pre-judgment and post-judgment interest; and

9 J. Such other and further relief as the Court may deem just and proper,  
10 including under CLRA § 1780(a)(5).

11  
12 Dated: September 19, 2016

13 By /s/ Nicholas A. Carlin

14 Nicholas A. Carlin  
15 Brian S. Conlon  
16 Phillips, Erlewine, Given & Carlin LLP  
17 39 Mesa Street, Suite 201-The Presidio  
18 San Francisco, CA 94129  
19 Telephone: 415-398-0900  
20 Email: nac@phillaw.com  
21 bsc@phillaw.com

18 /s/ Leonard B. Simon

19 The Law Offices of Leonard B. Simon  
20 655 West Broadway, Suite 1900  
21 San Diego, CA 92101  
22 Telephone: 619-338-4549  
23 Email: lsimon@rgrdlaw.com

22 /s/ Rebecca A. Peterson

23 Rebecca A. Peterson  
24 Robert K. Shelquist  
25 Lockridge, Grindal, Nauen P.L.L.P.  
26 100 Washington Avenue South,  
27 Suite 2200  
Minneapolis, MN 55401  
Telephone: 312-339-6900  
Email: rapeterson@locklaw.com  
rkshelquist@locklaw.com



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/s/ Jon W. Borderud  
Jon W. Borderud  
Law Offices of Jon W. Borderud  
2028 Cliff Drive  
Santa Barbara, CA 93109  
Telephone: 310-621-7004  
Email: borderudlaw@cox.net

/s/ Charles J. LaDuca  
Charles J. LaDuca  
Cuneo Gilbert & LaDuca, LLP  
8120 Woodmont Avenue, Suite 810  
Bethesda, MD 20814  
Phone: (202) 789-3960  
Fax: (202) 789-1813  
charles@cuneolaw.com

/s/ Michael J. Flannery  
Michael J. Flannery  
Cuneo Gilbert & LaDuca, LLP  
7733 Forsyth Boulevard, Suite 1675  
St. Louis, MO 63105  
Telephone: 314.226.1015  
Facsimile: 202.789.1813  
mflannery@cuneolaw.com

/s/ J. Barton Goplerud  
J. Barton Goplerud  
Brian O. Marty  
Hudson Mallaney Shindler & Anderson  
5015 Grand Ridge Drive, Suite 100  
West Des Moines, Iowa 50265  
Telephone: 515.223.4567  
Facsimile: 515.223.8887  
jbgoplerud@hudsonlaw.net  
bomarty@hudsonlaw.net

Attorneys for Plaintiffs Candace  
Hiddlestone and Julie Hedges

**JURY DEMAND**

Plaintiffs hereby demand a jury trial on all issues so triable.

Dated: September 19, 2016

By: /s/ Nicholas A. Carlin

Nicholas A. Carlin

**ATTESTATION**

I, Nicholas A. Carlin, am the ECF user whose identification and password is being used to file the instant document. I hereby attest that all counsel whose electronic signatures appear above provided their authority and concurrence to file this document.

/s/ Nicholas A. Carlin

Nicholas A. Carlin

## EXHIBIT A



39 Mesa Street  
Suite 201  
The Presidio  
San Francisco  
California  
94129

Tel: 415.398.0900  
Fax: 415.398.0911  
www.phillaw.com

Phillips, Erlewine, Given & Carlin LLP

April 27, 2016

**BY CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Brian Lee, CEO  
The Honest Company, Inc.  
2700 Pennsylvania Ave., Ste. 1200  
Santa Monica, CA 90404

Craig Gatarz  
Registered Agent  
The Honest Company, Inc.  
2700 Pennsylvania Ave., Ste. 1200  
Santa Monica, CA 90404

**Re: Violation of Express and Implied Warranties and the California Consumer Legal Remedies Act.**

Dear Sirs:

We represent Candace Hiddlestone, Julie Hedges, and Elan Schieffelin: purchasers of The Honest Company's products, including: Honest Sunscreen, Honest Diapers, Honest Hand Soap, Honest Dish Soap, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Conditioning Detangler, Honest Multi-Surface Cleaner, Honest Shampoo & Body Wash, and Honest Bubble Bath. Ms. Hiddlestone, Ms. Hedges, and Ms. Schieffelin purchased these products from September of 2012 through August of 2015.

This letter constitutes notice that The Honest Company ("Honest") is in violation of California's false advertising laws and has breached numerous warranties made on its product labeling and publicized through its website Honest.com and other advertising. Please be advised that Honest's misconduct violates the California Consumer Legal Remedies Act ("CLRA") and likewise breaches express and implied product warranties.

During that period, Honest falsely represented that the naturally advertised products were "natural," "all-natural," "100% natural," "naturally derived," and/or work "naturally." Honest also advertised the Honest Sunscreen as "effective," "super effective," "highly effective," and "safe," and represented that the product provides "broad-spectrum mineral-based protection" or "natural mineral based sun protection." Each of Honest's representations constituted an express warranty about the nature and ingredients of the products our clients purchased, and each representation gave rise to causes of action under the CLRA and for breach of express and implied warranties.

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Craig Gatarz  
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Honest's material misrepresentations and failures to disclose violate the CLRA, as follows:

1. Honest has misrepresented Honest Sunscreen, Honest Diapers, Honest Hand Soap, Honest Dish Soap, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Conditioning Detangler, Honest Multi-Surface Cleaner, Honest Shampoo & Body Wash, and Honest Bubble Bath as having characteristics, ingredients, uses, and benefits that they do not have (Cal. Civ. Code §1770(a)(5));

2. Honest has misrepresented these same products as fulfilling a particular standard, quality, or grade, when they are of another (Cal. Civ. Code § 1770(a)(7));

3. Honest advertised these products with the intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)); and

4. Honest represented the products were supplied in commercial transactions in accordance with previous representations, when in fact these products did not accord with Honest's representations. (Cal. Civ. Code §1770(a)(16)).

In many cases, Honest's advertising has changed over time, including as noted on March 8, 2016 in a Wall Street Journal investigative report that suggests Honest's supply chain is not reliably policed and audited to ensure Honest's product offerings comply with its product advertising. Almost without exception, Honest continues to label and advertise its naturally advertised products as "natural," or states that they work "naturally," when Honest knows the products contain synthetic ingredients.

Honest's false representations about the "natural" or "all-natural" ingredients in its products include, without limitation, the following:

#### **Honest Diapers**

Honest advertised the Honest Diapers as "natural" in the Diapering section of its website. Honest.com's product page for the diapers also stated they are "naturally derived." Contrary to Honest's representations in product descriptions on Honest.com, Honest's Diapers contain Sodium Polycrylate: a petrochemical-based additive. The Environmental Working Group rates this ingredient as exceeding the organization's "low hazard" threshold, and has stated that Sodium Polycrylate deserves a 3 out of 9 rating for "Moderate Hazard."

#### **Family Essentials Bundle**

Honest has advertised a family essentials bundle of consumer products on Honest.com ("Family Essentials" or "Essentials"). Honest falsely represented all the Family Essentials products were all-natural. Honest repeated this false statement across its website: "all these products are made with the highest quality all-natural & organic ingredients." Honest offered the following Family



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 Craig Gatarz  
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Essentials products on Honest.com: Honest Hand Soap, Honest Dish Soap, Honest Auto Dishwasher Gel, Honest Dishwasher Packs, Honest Conditioning Detangler, Honest Multi-Surface Cleaner, Honest Shampoo & Body Wash, and Honest Bubble Bath. Honest represented Family Essentials was a single product line, stating: "Choose from a growing line of natural, non-toxic personal care & home cleaning essentials." Honest continues to describe Essentials in its Frequently Asked questions webpage as "all derived from natural and organic ingredients."

Honest advertised the Essentials as natural on individual product labels and individual product pages on Honest.com. Honest labelled and advertised Honest Hand Soap individually as "Natural" on its Honest.com product page. Honest advertised Honest Dish Soap as "Natural" on the Target.com website and added that it has a "natural" formula. Honest also advertised the Honest Conditioning Detangler on Target.com for certain ingredients' ability to "naturally soften and nourish" Honest advertised Honest Auto Dishwasher Gel as "100% natural & biodegradable" on its Honest.com product page. Honest advertised Honest Dishwasher Packs' "Naturally-Derived Ingredients." Honest advertised the Honest Multi-Surface Cleaner as "naturally fresh," representing the cleaner "[r]epels dust naturally." Honest labeled Honest Shampoo & Body Wash "natural." Honest also labelled Honest Bubble Bath "natural." Each of these statements amplifies Honest's statement that all of the family essentials products are natural.

Contrary to Honest's representations in advertisements and labels, including in product descriptions on Honest.com, Honest's Family Essentials products contain non-natural ingredients as follows:

- a. Honest Diapers
  - a. Sodium Polycrylate- a petrochemical-based additive.
- b. Honest Hand Soap
  - a. Phenoxyethanol – a synthetic preservative
- c. Honest Dish Soap
  - a. Cocamidopropyl Betaine – a synthetic surfactant
  - b. Methylisothiazolinone – a synthetic preservative
  - c. Phenoxyethanol – see above
- d. Honest Auto Dishwasher Gel
  - a. Potassium Sorbate – a synthetic preservative
- e. Honest Dishwasher Packs
  - a. Polyvinyl Alcohol – a synthetic polymer
- f. Honest Conditioning Detangler
  - a. Caprylyl Glycol – a synthetic agent
- g. Honest Multi-Surface Cleaner
  - a. Methylisothiazolinone – see above
- h. Honest Shampoo & Body Wash
  - a. Caprylyl Glycol – see above
  - b. Cocamidopropyl Hydroxysultaine – a synthetic surfactant
- i. Honest Bubble Bath
  - a. Caprylyl Glycol – see above



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b. Cocamidopropyl Hydroxysultaine – see above

The Environmental Working Group rates many of these ingredients as exceeding the organization's "low hazard" threshold, according to the following ratings on the organization's informational website:

- (a) Methylisothiazolinone - EWG Rating: 7 out of 9 – "High Hazard."
- (b) Cocamidopropyl Betaine - EWG Rating: 4 out of 9 – "Moderate Hazard."
- (c) Phenoxyethanol - EWG Rating: 4 out of 9 – "Moderate Hazard."
- (d) Potassium Sorbate – EWG Rating: 3 out of 9 – "Moderate Hazard."

### **Honest Sunscreen**

Honest oversold its sunscreen as effective, highly effective, and safe, and as providing "broad-spectrum mineral-based protection" or "natural mineral based sun protection." In practice, the Sunscreen was not remotely effective or safe. Ms. Schieffelin purchased the Sunscreen in June of 2015, and she and her family used and applied the Sunscreen diligently during an outdoors trip. To her entire family's dismay, Ms. Schieffelin, her husband, and her two year old child experienced severe sunburn. Honest's representations were material to the consuming public, as evidenced by Honest's nationwide advertising campaign to promote its sunscreen as effective, safe, and providing broad-spectrum sun protection. In the context of sunscreen, effective means the product works and prevents sunburn. Honest's sunscreen failed to produce this effect.

Based on the foregoing, PLEASE TAKE NOTICE that the Honest Company is in violation of the California Legal Remedies Act, and in breach of its express and implied warranties. We demand that within 30 days of receiving this letter, Honest agree to immediately and permanently discontinue its marketing practices described above and refund the purchase price paid by Honest consumers who purchased "natural" products that contained synthetic ingredients.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies:

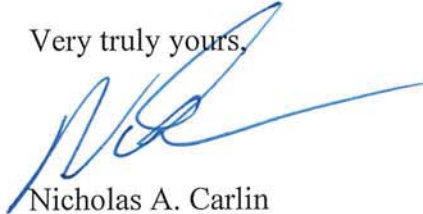
- Declaratory and injunctive relief;
- An order to engage in a corrective advertising campaign;
- Actual damages;
- Restitution;
- Disgorgement of profits;
- Punitive and exemplary damages;
- Attorneys' fees;
- Litigation costs and expenses; and
- Pre-judgment and post-judgment interest.

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Finally, please allow this letter to serve as an initial litigation hold, and be advised that spoliation sanctions may be assessed against your company if, *inter alia*, it modifies or deletes any web copy without first creating an exact, comprehensive copy of the visual appearance at the time of the modification or deletion, AND a copy of the corresponding HTML/CSS/Javascript code, placed into reliable data storage, including all relevant metadata, including for any webpages or webcopy. Honest decides to change or amend as a result of the claims identified in this letter.

Thank you for your time and consideration in this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'N. A. Carlin', with a long horizontal flourish extending to the right.

Nicholas A. Carlin

cc: William P. Donovan, Jr., Esq.

## EXHIBIT B

1 NICHOLAS A. CARLIN (SB 112532)  
nac@phillaw.com  
2 BRIAN S. CONLON (SB 303456)  
bsc@phillaw.com  
3 PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP  
39 Mesa Street, Suite 201  
4 The Presidio  
San Francisco, CA 94129  
5 Tel: 415-398-0900  
Fax: 415-398-0911  
6

7 Leonard B. Simon (CSB #58310)  
The Law Offices of Leonard B. Simon  
8 655 West Broadway, Suite 1900  
San Diego, CA 92101  
9 Tel: 619-338-4549  
Fax: 619-231-7423  
10 Email: lsimon@rgrdlaw.com

11 REBECCA A. PETERSON (SB 241858)  
rapeterson@locklaw.com  
12 ROBERT K. SHELQUIST  
rkshelquist@locklaw.com  
13 LOCKRIDGE GRINDAL NAUEN P.L.L.P.  
100 Washington Avenue South, Suite 2200  
14 Minneapolis, MN 55401  
Tel: 612-339-6900  
15 Fax: 612 339-0981

16 Additional Counsel Listed on Signature Page  
17 Attorneys for Plaintiffs  
18

19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 **CANDACE HIDDLESTONE and**  
22 **JULIE HEDGES, each individually and**  
23 **on behalf of all those similarly situated,**

24 **Plaintiffs,**

25 **v.**

26 **THE HONEST COMPANY, INC.**

27 **Defendant.**  
28

Case No:

**DECLARATION OF CANDACE  
HIDDLESTONE**

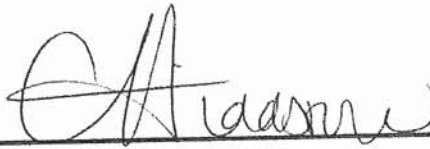
1 I, Candace Hiddlestone, declare and state as follows:

2 1. I am over the age of 18, and the named plaintiff in this class-action  
3 lawsuit. Unless otherwise stated, the facts contained in this declaration are based  
4 on my personal knowledge, and if called upon to do so, I can testify as to the  
5 facts contained herein.  
6

7 2. The complaint in this action, filed concurrently with this declaration,  
8 is filed in the proper place for trial under California Civil Code §1780(d),  
9 because it is a county in which the Defendant The Honest Company, Inc. does  
10 business, and where a substantial portion of the marketing claims have occurred.  
11  
12

13 I declare under penalty of perjury under the laws of the United States and  
14 the State of California that the foregoing is true and correct.  
15

16 Executed this 19 day of September, 2016 at La Jolla, California.  
17

18   
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20 Candace Hiddlestone  
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