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

CASINA BUTLER and BENSON PAI, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

BIC USA INC.

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Casina Butler and Benson Pai (“Plaintiffs”), individually and on behalf of all
2 others similarly situated, allege the following against Defendant BIC USA Inc. (“Defendant”) on
3 information and belief, except that Plaintiffs’ allegations as to their own actions are based on
4 personal knowledge.

5 **NATURE OF THE ACTION**

6 1. This action seeks to recover damages and injunctive relief for Defendant’s
7 continuing failure to disclose to consumers that its shaving razors sold under the brand name “BIC”
8 (collectively, the “Products”)¹, contain per- and polyfluoroalkyl substances (“PFAS”), which are
9 synthetic chemicals that pose undue health risks, even at low levels.

10 2. Laboratory studies have shown that PFAS exposure raises a host of health effects,
11 such as various cancers, liver damage, and immunotoxicity effects.² Because of the concerns
12 presented by PFAS, consumers—like Plaintiffs—care about their presence, even if in small
13 amounts.

14 3. Yet Defendant does not inform consumers of the presence of PFAS in the Products,
15 despite its knowledge that all the Products contain PFAS.

16 4. Indeed, Defendant **itself recently disclosed** its intentional use of PFAS in its
17 Products to the Maine Department of Environmental Protection, in adherence to the Maine PFAS
18 reporting law requirements.

19 5. The public advocacy group, Defend Our Health, received this information under a
20 Freedom of Access Act request for public records and thereafter assisted in publishing Defendant’s
21 disclosure of PFAS in its Products.

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25 ¹ The Products include, but are not limited to, all varieties of BIC Sensitive Disposable Razors,
26 BIC EasyRinse Disposable Razors, BIC Soleil Disposable Razors, BIC Flex Disposable Razors,
BIC Hybrid Comfort Disposable Razors, and BIC Comfort Disposable Razors.

27 ² Nicholas J. Heckert, et al., *Characterization of Per- and Polyfluorinated Alkyl Substances Present*
28 *in Commercial Anti-fog Products and Their In Vitro Adipogenic Activity*, ENVIRON. SCI. TECHNOL.
2022, 56, 1162-1173, 1162.

1 U.S.C. § 1332(d)(2) and (6).

2 15. This Court has personal jurisdiction over Defendant because Defendant conducts
3 substantial business within the State of California, including the sale, marketing, and advertising of
4 the Products. Furthermore, a substantial portion of the events giving rise to Plaintiffs' claims
5 occurred in this state.

6 16. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant transacts
7 significant business within this District, Plaintiffs reside within this District, and a substantial part
8 of the events giving rise to Plaintiffs' claims took place within this District.

9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 17. Defendant sells a variety of shaving razors, under its "BIC" brand:



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18. However, Defendant fails to disclose that the Products contain harmful synthetic chemicals (*i.e.*, PFAS). Specifically, Defendant has intentionally included PFAS in its Products. The PFAS on razors are located on the “lubricating coatings on razor blades” that are meant to “reduce friction between the blade and the skin during shaving and reduce the force required to cut hair.”⁴

19. Scientific studies have shown that PFAS exposure raises a host of health effects in humans, such as cancers, liver damage, and immunotoxicity effects.⁵

⁴ Qian He, Eric Hanson & Edward Hughes, *A Close Shave: New PFAS-Free Alternatives to PTFE Surface Lubricating Coatings for Razor Blades Could Mean Great Shaving and a Better*, PCI (Aug. 7, 2023), <https://www.pcimag.com/articles/111660-a-close-shave>.

⁵ *Id.*

1 20. Indeed, PFAS are known as “forever chemicals” because they are “resistant to
2 environmental and metabolic degradation” and “build up” in the bodies that are exposed to PFAS.⁶

3 21. Because PFAS persist and bioaccumulate over time, they are harmful even at very
4 low levels.

5 22. In light of the harm PFAS cause, consumers have grown increasingly aware of and
6 concerned by PFAS in their bodies and the products they use. According to a recent survey, “when
7 asked to choose the top three factors [consumers] prioritize when deciding between products, the
8 majority of consumers surveyed said they prioritize the health/safety of products (71%) and
9 products free of certain toxic chemicals (70%).”⁷

10 23. Moreover, “[t]he majority of shoppers...are willing to spend more for a product
11 they know is safer, with 42% willing to spend 5-15% more, 36% willing to spend 16-25% more,
12 and 17% willing to spend 1-5% more.”⁸

13 24. Underscoring the gravity of the PFAS threat, on October 18, 2021, the Biden
14 Administration announced accelerated efforts to protect Americans from PFAS, noting that they
15 “can cause severe health problems and persist in the environment once released, posing a serious
16 threat across rural, suburban, and urban areas.”⁹ Further on April 10, 2024, the EPA announced
17 “the first-ever national legally enforceable drinking water standard for PFAS.”¹⁰

18 ⁶ *Research for Understanding PFAS Uptake and Bioaccumulation in Plant and Animals in*
19 *Agricultural, Rural, and Tribal Communities Request for Applications (RFA)*, EPA (2023) 1, 2,
20 [https://www.epa.gov/system/files/documents/2023-10/fy23-star-epa-usda-pfas-rfa-october-2023-](https://www.epa.gov/system/files/documents/2023-10/fy23-star-epa-usda-pfas-rfa-october-2023-final.pdf)
21 *final.pdf*; Phillip C. Bost, Mark J. Strynar, Jessica L. Reiner, Jerry A. Zweigenbaum, Patricia L.
22 *Secoura, Andrew B. Lindstrom & Janice A. Dye, U.S. domestic cats as sentinels for perfluoroalkyl*
substances: Possible linkages with housing, obesity, and disease, 151 ENV'T. RSCH. (2016) 145,
<https://doi.org/10.1016/j.envres.2016.07.027> (stating that PFAS are “resistant to biodegradation
processes”).

23 ⁷ *Id.*

24 ⁸ *Id.*

25 ⁹ *One-Year Wrap-Up*, THE WHITE HOUSE (Jan. 20, 2022), [https://www.whitehouse.gov/ceq/news-updates/2022/01/20/one-year-wrap-up-highlights-from-the-council-on-environmental-](https://www.whitehouse.gov/ceq/news-updates/2022/01/20/one-year-wrap-up-highlights-from-the-council-on-environmental-qualitys-progress-in-tackling-the-climate-crisis-advancing-environmental-justice-conserving-and-restoring-lands-and-waters-bo/)
26 *qualitys-progress-in-tackling-the-climate-crisis-advancing-environmental-justice-conserving-and-*
restoring-lands-and-waters-bo/.

27 ¹⁰ *FACT SHEET: Biden-Harris Administration Takes Critical Action to Protect Communities from*
PFAS Pollution in Drinking Water, THE WHITE HOUSE (Apr. 10, 2024),
28 <https://www.whitehouse.gov/briefing-room/statements-releases/2024/04/10/fact-sheet-biden-harris->

1 25. Recent legislation echoes this concern: New York, Washington, Vermont,
2 Connecticut, Colorado, California, Maryland, Minnesota, Rhode Island, and Hawaii have banned
3 the intentional use of PFAS in food packaging.

4 26. Maine, taking the legislation one step further, enacted a law that prohibits the sale of
5 any product with intentionally added PFAS, effective January 1, 2030.¹¹

6 27. Until the ban takes full effect, Maine enacted an additional law requiring that
7 companies disclose whether their products contain intentionally added PFAS to the Maine
8 Department of Environmental Protection.¹²

9 28. Initially, companies were required to make this disclosure by January 1, 2023,
10 however the Maine Legislature extended the reporting deadline until January 1, 2025.¹³

11 29. Prior to this extension, however, “more than sixty companies submitted
12 information ... on products they sell in Maine that contain PFAS.”¹⁴

13 30. These companies included Defendant, which **itself disclosed** its **intentional** use of
14 PFAS in the Products.

15 31. “Under a Freedom of Access Act request for public records,”¹⁵ public advocacy
16 group Defend Our Health received and then assisted in publishing Defendant’s disclosure of PFAS
17 in the Products.¹⁶

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19 _____
20 administration-takes-critical-action-to-protect-communities-from-pfas-pollution-in-drinking-
water/.

21 ¹¹ *PFAS in Products*, MAINE DEP’T OF ENV’T PROT., [https://www.maine.gov/dep/spills/
topics/pfas/PFAS-products](https://www.maine.gov/dep/spills/topics/pfas/PFAS-products) (Jan. 4, 2024).

22 ¹² *PFAS in Products: Currently Unavoidable Uses*, MAINE DEP’T OF ENV’T PROT.,
<https://www.maine.gov/dep/spills/topics/pfas/PFAS-products/cuu.html> (Jan. 10, 2024).

23 ¹³ *PFAS Use Widespread in Products Sold in Maine, Industry Reports Reveal*, DEFEND OUR
24 HEALTH, (Jan. 4, 2024), [https://defendourhealth.org/news/pfas-use-widespread-in-products-sold-in-
maine-industry-reports-reveal/](https://defendourhealth.org/news/pfas-use-widespread-in-products-sold-in-maine-industry-reports-reveal/) (last accessed Mar. 12, 2024).

25 ¹⁴ *Id.*

26 ¹⁵ *Id.*

27 ¹⁶ Lori Valigra, *New list of thousands of products with ‘forever chemicals’ in Maine includes BIC*
28 *razors and floor finishes*, BANGOR DAILY, [https://www.bangordailynews.com/2024/03/06/
mainefocus/thousands-of-maine-products-pfas-bic-razors-floor-products/](https://www.bangordailynews.com/2024/03/06/maine-focus/thousands-of-maine-products-pfas-bic-razors-floor-products/) (last accessed Apr. 2,
2024).

1 32. Accordingly, Defendant’s omission that the Products contain PFAS are itself
2 actionable as reasonable consumers would understand that the Products do not contain PFAS due
3 to Defendant’s failure to mention the presence of PFAS.

4 33. Moreover, reasonable consumers would care about the presence of PFAS in shaving
5 razors, as consumers press the razors directly against their skin, as demonstrated in **Defendant’s**
6 **own marketing image** below:



20 34. No reasonable consumer would expect that shaving razors would contain dangerous
21 PFAS, which are indisputably linked to harmful health effects in humans. Accordingly, Plaintiffs
22 and Class Members suffered economic injuries as a result of purchasing the Products.

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

24 35. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n alleging fraud
25 or mistake, a party must state with particularity the circumstances constituting fraud or mistake.”
26 To the extent necessary, as detailed in the paragraphs above and below, Plaintiffs have satisfied the
27 requirements of Rule 9(b) by establishing the following elements with sufficient particularity.
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1 action and seek certification of the following proposed classes (collectively, the Classes):

2 **Class:** All persons within the United States who purchased the
3 Products from the beginning of any applicable limitations period
4 through the date of judgment.

43. Plaintiffs also bring this action on behalf of the following State Subclass:

5 **California Subclass:** All persons who purchased the Products in
6 the State of California from the beginning of any applicable
7 limitations period through the date of judgment. [The Class and
8 California Subclass are collectively referred to as the “Classes.”]

44. Excluded from the proposed Classes are Defendant, and any entities in which
9 Defendant has a controlling interest, the Defendant’s agents, employees and its legal
10 representatives, any Judge to whom this action is assigned and any member of such Judge’s staff
11 and immediate family, and all resellers of the Products.

45. Plaintiffs reserve the right to amend the definition of the Classes if discovery or
12 further investigation reveals that the Classes should be expanded or otherwise modified.

46. Plaintiffs further reserve the right to amend the above class definition as appropriate
13 after further investigation and discovery, including by seeking to certify a narrower multi-state
14 class (or classes) in lieu of a nationwide class if appropriate.

47. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** At this time, Plaintiffs
15 do not know the exact number of members of the Classes; however, given the nature of the claims
16 and the number of retail stores in the United States selling the Products, Plaintiffs believe that the
17 Class members are so numerous that joinder of all members is impracticable. While the exact
18 number of Class members remains unknown at this time, upon information and belief, there are
19 thousands, if not hundreds of thousands, of putative Class members. Moreover, the number of
20 members of the Classes may be ascertained from Defendant’s books and records. Class members
21 may be notified of the pendency of this action by mail and/or electronic mail or other appropriate
22 digital means, which can be supplemented if deemed necessary or appropriate by the Court with
23 published notice.

48. **Predominance of Common Questions of Law and Fact – Federal Rule of Civil
24 Procedure 23(a)(2) and 23(b)(3).** There is a well-defined community of interest in the questions
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1 of law and fact involved in this case. Questions of law and fact common to the members of the
2 Classes that predominate over questions that may affect individual Class members include:

- 3 a. whether the Products contain PFAS;
- 4 b. whether Defendant's conduct is unethical, oppressive, unscrupulous, and/or
5 substantially injurious to consumers;
- 6 c. whether PFAS in the Products is material to a reasonable consumer;
- 7 d. whether Defendant had a duty to disclose that its Products had PFAS;
- 8 e. whether Plaintiffs and members of the Classes are entitled to injunctive and other
9 equitable relief;
- 10 f. whether Defendant failed to disclose material facts concerning the Products;
- 11 g. whether Defendant's conduct was unfair and/or deceptive;
- 12 h. whether Defendant has been unjustly enriched as a result of the unlawful,
13 fraudulent, and unfair conduct alleged in this Complaint such that it would be
14 inequitable for Defendant to retain the benefits conferred upon Defendant by
15 Plaintiffs and the Class members;
- 16 i. whether Defendant violated California consumer protection and deceptive practice
17 statutes and are entitled to restitution and/or damages under such state statutes; and
- 18 j. whether Plaintiffs and the Class members have sustained damages with respect to
19 the common-law claims asserted, and if so, the proper measure of their damages.

20 49. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are
21 typical of those of the Class members because Plaintiffs, like other Class members, purchased, in a
22 typical consumer setting, the Products and Plaintiffs sustained damages from Defendant's wrongful
23 conduct.

24 50. **Adequacy – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs will fairly and
25 adequately protect the interests of the Class members and have retained counsel that is experienced
26 in litigating complex class actions. Plaintiffs have no interests which conflict with those of the
27 Classes.
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1 **51. Insufficiency of Separate Actions – Federal Rule of Civil Procedure 23(b)(1).**

2 Absent a class action, Plaintiffs and members of the Classes will continue to suffer the harm
3 described herein, for which they would have no remedy. Even if separate actions could be brought
4 by individual consumers, the resulting multiplicity of lawsuits would cause undue burden and
5 expense for both the Court and the litigants, as well as create a risk of inconsistent rulings and
6 adjudications that might be dispositive of the interests of similarly situated consumers,
7 substantially impeding their ability to protect their interests, while establishing incompatible
8 standards of conduct for Defendant.

9 **52. Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).**

10 Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and the other
11 members of the Classes, thereby making appropriate final injunctive relief and declaratory relief, as
12 described below, with respect to the members of the Classes as a whole. In particular, Plaintiffs
13 seek to certify the Classes to enjoin Defendant from selling or otherwise distributing the Products
14 until such time that Defendant can demonstrate to the Court's satisfaction that the Products are
15 accurately labeled. The prerequisites to maintaining a class action for equitable relief are met as
16 Defendant has acted or refused to act on grounds generally applicable to the Classes, thereby
17 making appropriate equitable relief with respect to the Classes as a whole.

18 **53. Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is

19 superior to any other available methods for the fair and efficient adjudication of the present
20 controversy for at least the following reasons:

- 21 a. The damages suffered by each individual members of the putative Classes do not
22 justify the burden and expense of individual prosecution of the complex and
23 extensive litigation necessitated by Defendant's conduct;
- 24 b. Even if individual members of the Classes had the resources to pursue individual
25 litigation, it would be unduly burdensome to the courts in which the individual
26 litigation would proceed;
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- 1 c. The claims presented in this case predominate over any questions of law or fact
2 affecting individual members of the Classes;
- 3 d. Individual joinder of all members of the Classes is impracticable;
- 4 e. Absent a Class, Plaintiffs and members of the putative Classes will continue to
5 suffer harm as a result of Defendant’s unlawful conduct; and
- 6 f. This action presents no difficulty that would impede its management by the Court as
7 a class action, which is the best available means by which Plaintiffs and members of
8 the putative Classes can seek redress for the harm caused by Defendant.
- 9 g. In the alternative, the Classes may be certified for the following reasons:
- 10 i. The prosecution of separate actions by individual members of the Classes
11 would create a risk of inconsistent or varying adjudication with respect to
12 individual members of the Classes, which would establish incompatible
13 standards of conduct for Defendant;
- 14 ii. Adjudications of claims of the individual members of the Classes against
15 Defendant would, as a practical matter, be dispositive of the interests of
16 other members of the putative Classes who are not parties to the
17 adjudication and may substantially impair or impede the ability of other
18 putative Class members to protect their interests; and
- 19 iii. Defendant has acted or refused to act on grounds generally applicable to the
20 members of the putative Classes, thereby making appropriate final and
21 injunctive relief with respect to the putative Classes as a whole.

22 **CAUSES OF ACTION**

23 **FIRST COUNT**

24 **California’s Unfair Competition Law (“UCL”)**
25 **Violation of California Business & Professions Code § 17200 *et seq.*,**
26 **Based on Fraudulent Acts and Practices**

27 54. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as if
28 fully stated herein.

1 55. Plaintiffs bring this claim individually and on behalf of the California Subclass
2 members.

3 56. Under California Business & Professions Code §17200, any business act or practice
4 that is likely to deceive members of the public constitutes a fraudulent business act or practice.

5 57. Defendant has engaged, and continues to engage, in conduct that is likely to deceive
6 members of the public. This conduct includes but is not limited to its failure to disclose that the
7 Products contain PFAS.

8 58. After reviewing the packaging for the Products, Plaintiffs purchased the Products in
9 reliance on Defendant's omissions. Plaintiffs would not have purchased the Products at all or would
10 have paid less for them if they had known of Defendant's omissions of the fact that the Products
11 contain PFAS. Plaintiffs and the California Subclass members have all paid money for the
12 Products. However, Plaintiffs and the California Subclass members did not obtain the full value or
13 any value of the advertised products due to Defendant's omissions regarding PFAS. Accordingly,
14 Plaintiffs and the California Subclass members have suffered injury in fact and lost money or
15 property as a direct result of Defendant's omissions.

16 59. By committing the acts alleged above, Defendant has engaged in fraudulent
17 business acts and practices, which constitute unfair competition within the meaning of California
18 Business & Professions Code §17200.

19 60. In accordance with California Business & Professions Code §17203, Plaintiffs seek
20 an order: (1) enjoining Defendant from continuing to conduct business through its fraudulent
21 conduct; and (2) requiring Defendant to conduct a corrective advertising campaign.

22 61. As a result of Defendant's conduct, Plaintiffs seek restitution, disgorgement, and
23 injunctive relief under California Business & Professions Code §17203.

24 62. Here, equitable relief is appropriate because Plaintiffs may lack an adequate remedy
25 at law if, for instance, the damages resulting from their purchase of the Product are determined to be
26 an amount less than the premium price of the Product. Without compensation for the full premium
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1 price of the Product, Plaintiffs would be left without the parity in purchasing power to which they
2 are entitled.

3 63. Injunctive relief is also appropriate, and indeed necessary, to require Defendant to
4 provide full and accurate disclosures regarding the Product so that Plaintiffs and California Subclass
5 members can reasonably rely on Defendant's packaging as well as those of Defendant's competitors
6 who may then have an incentive to follow Defendant's deceptive practices, further misleading
7 consumers.

8 64. Restitution and/or injunctive relief may also be more certain, prompt, and efficient
9 than other legal remedies requested herein. The return of the full premium price, and an injunction
10 requiring either (1) adequate disclosures of PFAS in the Products; or (2) the removal of such PFAS
11 from the Products, will ensure that Plaintiffs are in the same place they would have been in had
12 Defendant's wrongful conduct not occurred, *i.e.*, in the position to make an informed decision about
13 the purchase of the Products absent omissions with the full purchase price at their disposal.

14 **SECOND COUNT**

15 **California's Unfair Competition Law ("UCL")**
16 **Violation of California Business & Professions Code § 17200 *et seq.*,**
17 **Based on Unlawful Acts and Practices**

18 65. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as if
19 fully stated herein.

20 66. Plaintiffs bring this claim individually and on behalf of the California Subclass
21 members.

22 67. The violation of any law constitutes an unlawful business practice under California
23 Business & Professions Code §17200.

24 68. Defendant has violated §17200's prohibition against engaging in unlawful acts and
25 practices by, *inter alia*, making omissions of material facts, as set forth more fully herein, and
26 violating Cal. Civ. Code § 1750 *et seq.*, and by violating the Song-Beverly Act.

27 69. By violating these laws, Defendant has engaged in unlawful business acts and
28 practices, which constitute unfair competition within the meaning of Business & Professions Code
§17200.

1 70. Plaintiffs purchased the Products in reliance on Defendant's omissions as to the
2 PFAS contained therein. Plaintiffs would not have purchased the Products at all or would have
3 paid less for them had they known of Defendant's omissions. Plaintiffs and the California Subclass
4 members paid money for the Products. However, Plaintiffs and the California Subclass members
5 did not obtain the full value, or any value, of the advertised products due to Defendant's omissions
6 regarding the Products. Accordingly, Plaintiffs and the California Subclass members have suffered
7 injury in fact and lost money or property as a direct result of Defendant's omissions.

8 71. In accordance with California Business & Professions Code §17203, Plaintiffs seek
9 an order: (1) enjoining Defendant from continuing to conduct business through its fraudulent
10 conduct; and (2) requiring Defendant to conduct a corrective advertising campaign.

11 72. As a result of Defendant's conduct, Plaintiffs seek restitution, disgorgement, and
12 injunctive relief under California Business & Professions Code §17203.

13 73. Here, equitable relief is appropriate because Plaintiffs may lack an adequate remedy
14 at law if, for instance, the damages resulting from their purchase of the Product are determined to be
15 an amount less than the premium price of the Product. Without compensation for the full premium
16 price of the Product, Plaintiffs would be left without the parity in purchasing power to which they
17 are entitled.

18 74. Injunctive relief is also appropriate, and indeed necessary, to require Defendant to
19 provide full and accurate disclosures regarding the Product so that Plaintiffs and California Subclass
20 members can reasonably rely on Defendant's packaging as well as those of Defendant's competitors
21 who may then have an incentive to follow Defendant's deceptive practices, further misleading
22 consumers.

23 75. Restitution and/or injunctive relief may also be more certain, prompt, and efficient
24 than other legal remedies requested herein. The return of the full premium price, and an injunction
25 requiring either (1) adequate disclosures of the existence of PFAS in the Products; or (2) the
26 removal of such PFAS from the Products will ensure that Plaintiffs are in the same place they would
27 have been in had Defendant's wrongful conduct not occurred, *i.e.*, in the position to make an
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1 informed decision about the purchase of the Products absent omissions with the full purchase price
2 at their disposal.

3 **THIRD COUNT**

4 **California's Unfair Competition Law ("UCL")**
5 **Violation of California Business & Professions Code § 17200 *et seq.*,**
6 **Based on Unfair Acts and Practices**

7 76. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as if
8 fully stated herein.

9 77. Plaintiffs bring this claim individually and on behalf of the California Subclass
10 members.

11 78. Under Business & Professions Code §17200, any business act or practice that is
12 unethical, oppressive, unscrupulous, and/or substantially injurious to consumers, or that violates a
13 legislatively declared policy, constitutes an unfair business act or practice.

14 79. Defendant has engaged, and continues to engage, in conduct which is immoral,
15 unethical, oppressive, unscrupulous, and/or substantially injurious to consumers. This conduct
16 includes its failure to disclose that the Products contain PFAS.

17 80. Defendant has engaged, and continues to engage, in conduct that violates the
18 legislatively declared policies of: (1) California Civil Code §§ 1572, 1573, 1709, 1710, 1711
19 against committing fraud and deceit; and (2) California Civil Code § 1750 against committing acts
20 and practices intended to deceive consumers regarding the representation of goods in certain
21 particulars. Defendant gained an unfair advantage over its competitors, whose labeling,
22 advertising, and marketing for other similar products must comply with these laws.

23 81. Defendant's conduct is substantially injurious to consumers. Such conduct has
24 caused, and continues to cause, substantial injury to consumers because consumers would not have
25 purchased the Products at all or would have paid less for them but for Defendant's omissions
26 regarding the presence of PFAS in the Products. Such injury is not outweighed by any
27 countervailing benefits to consumers or competition. Indeed, no benefit to consumers or
28 competition results from Defendant's conduct. Since consumers reasonably rely on Defendant's

1 labels, and thus also its omissions, consumers could not have reasonably avoided such injury.
2 *Davis v. Ford Motor Credit Co.*, 179 Cal. App. 4th 581, 597-98 (2009); *see also Drum v. San*
3 *Fernando Valley Bar Ass’n*, 182 Cal. App. 4th 247, 257 (2010) (outlining the third test based on
4 the definition of “unfair” in Section 5 of the FTC Act).

5 82. By committing the acts alleged above, Defendant has engaged in unfair business
6 acts and practices which constitute unfair competition within the meaning of Business &
7 Professions Code §17200.

8 83. Plaintiffs purchased the Products based on Defendant’s labels, which omitted the
9 presence of PFAS in the Products. Plaintiffs would not have purchased the Products at all or would
10 have paid less for them but for Defendant failing to disclose that they contained PFAS. Plaintiffs
11 and the California Subclass members paid money for the Products. However, Plaintiffs and the
12 California Subclass members did not obtain the full value or any value of the Products due to
13 Defendant’s omissions regarding the nature of said Products. Accordingly, Plaintiffs and the
14 California Subclass members suffered an injury in fact and lost money or property as a direct result
15 of Defendant’s material omissions.

16 84. Because Defendant’s conduct is ongoing, Plaintiffs seek an order enjoining
17 Defendant from continuing to conduct business through its fraudulent conduct and further seek an
18 order requiring Defendant to conduct a corrective advertising campaign in accordance with
19 California Business & Professions Code §17203.

20 85. As a result of Defendant’s conduct, Plaintiffs seek restitution, disgorgement, and
21 injunctive relief under California Business & Professions Code §17203.

22 86. Here, equitable relief is appropriate because Plaintiffs may lack an adequate remedy
23 at law if, for instance, the damages resulting from their purchase of the Product are determined to be
24 an amount less than the premium price of the Product. Without compensation for the full premium
25 price of the Product, Plaintiffs would be left without the parity in purchasing power to which they
26 are entitled.

1 101. Plaintiffs purchased Defendant’s Products for household use.

2 102. The acts and practices of Defendant as described above were intended to deceive
3 Plaintiffs and the California Subclass members as described herein, and have resulted, and will
4 result, in damages to Plaintiffs and members of the California Subclass. Those actions violated,
5 and continue to violate, the California Consumers Legal Remedies Act (“CLRA”) in at least the
6 following respects:

- 7 a. In violation of California Civil Code §1770(a)(5) of the CLRA, Defendant’s acts
8 and practices constitute omissions that the Products have characteristics, uses,
9 and/or benefits, which they do not;
- 10 b. in violation of California Civil Code §1770(a)(7) of the CLRA, Defendant’s acts
11 and practices constitute omissions that the Products are of a particular quality, when
12 they are not; and
- 13 c. in violation of California Civil Code §1770(a)(9) of the CLRA, Defendant’s acts
14 and practices constitute the advertisement of the goods in question without the intent
15 to sell them as advertised.

16 103. By committing the acts alleged above, Defendant has violated the CLRA.

17 104. Plaintiffs and the California Subclass members suffered injuries caused by
18 Defendant’s omissions because they were induced to purchase the Products they would not have
19 otherwise purchased or would have paid less for if they had known that they contained PFAS.

20 105. In compliance with the provisions of California Civil Code §1782, Plaintiffs’
21 counsel sent written notice to Defendant on March 21, 2024, informing Defendant of their intention
22 to seek damages under California Civil Code §1750, *et seq.* The letter stated that it was sent on
23 behalf of all other persons similarly situated. Accordingly, Plaintiffs seek damages from
24 Defendant for its violations of the CLRA. Defendant has failed to respond to or remedy the issues
25 raised in the notice letter regarding the Products.

26 106. Plaintiffs and the California Subclass members are also entitled to, pursuant to
27 California Civil Code §1780, an order enjoining the above-described wrongful acts and practices of
28

1 Defendant, and any other relief deemed appropriate and proper by the Court under California Civil
2 Code §1780.

3 107. Here, equitable relief is appropriate because Plaintiffs may lack an adequate remedy
4 at law if, for instance, the damages resulting from their purchase of the Product are determined to be
5 an amount less than the premium price of the Product. Without compensation for the full premium
6 price of the Product, Plaintiffs would be left without the parity in purchasing power to which they
7 are entitled.

8 108. Injunctive relief is also appropriate, and indeed necessary, to require Defendant to
9 provide full and accurate disclosures regarding the Product so that Plaintiffs and Class members can
10 reasonably rely on Defendant's packaging as well as those of Defendant's competitors who may
11 then have an incentive to follow Defendant's deceptive practices, further misleading consumers.

12 109. Restitution and/or injunctive relief may also be more certain, prompt, and efficient
13 than other legal remedies requested herein. The return of the full premium price, and an injunction
14 requiring either (1) adequate disclosures of the existence of PFAS in the Products; or (2) the
15 removal of such PFAS from the Products, will ensure that Plaintiffs are in the same place they
16 would have been in had Defendant's wrongful conduct not occurred, *i.e.*, in the position to make an
17 informed decision about the purchase of the Products absent omissions with the full purchase price
18 at their disposal.

19 **SIXTH COUNT**
20 **Fraud**

21 110. Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as if
22 fully stated herein.

23 111. Plaintiffs bring this claim individually and on behalf of the members of the Class
24 and, in the alternative, the California Subclass against Defendant.

25 112. As alleged herein, Defendant made material omissions to induce Plaintiffs and Class
26 members to purchase the Products by omitting pertinent information about Defendant intentionally
27 including PFAS in its Products.
28

1 relevant times, it was reasonably foreseeable by Defendant that the use of the Products in their
2 intended manner involved substantial risk of injury and was unreasonably dangerous to Plaintiffs
3 and the Class members as the ultimate users of the Products.

4 131. At all relevant times, Defendant knew or had reason to know of the risk of injury
5 and the resultant harm that the Products posed to Plaintiffs and the Class members, as the problems
6 discussed throughout existed at the time of its manufacturing, inspection, distribution, labeling,
7 marketing, advertising, and/or sale.

8 132. Defendant as the manufacturer, tester, distributor, marketer, advertiser, and/or seller
9 of the Products had a duty to warn Plaintiffs and the Class members of all dangers associated with
10 the intended use of the Products.

11 133. At a minimum, the duty arose for Defendant to warn consumers that the use of the
12 Products was unreasonably dangerous.

13 134. Defendant was negligent and breached its duty by negligently failing to provide
14 warnings to consumers and users of the Products, including Plaintiffs and the Class members,
15 regarding the true nature of the Products and their risks and potential dangers.

16 135. Defendant was negligent and breached its duty of care by concealing the risks of
17 and failing to warn consumers that the Products contain PFAS, known to cause adverse health
18 effects in humans.

19 136. Defendant knew, or through the exercise of reasonable care, should have known of
20 the problems discussed and resulting dangers associated with consuming the Products, and knew
21 that Plaintiffs and Class members could not reasonably be aware of those risks. Defendant failed
22 to exercise reasonable care in providing Plaintiffs and the Class members with adequate warnings.

23 137. As a direct and proximate result of Defendant's failure to adequately warn
24 consumers that the use of the Products, including their intended use, could cause and has caused
25 injuries and other damages, Plaintiffs and the Class members have suffered damages, as described
26 herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court grant Plaintiffs and all members of the proposed Classes the following relief against Defendant:

- a. That the Court certify the Classes under Rule 23 of the Federal Rules of Civil Procedure and appoint Plaintiffs as Class Representatives and their attorneys as Class Counsel to represent the members of the Classes;
- b. That the Court declare that Defendant’s conduct violates the statutes referenced herein;
- c. That the Court preliminarily and permanently enjoin Defendant from conducting business through the unlawful, unfair, or fraudulent business acts or practices, untrue, and misleading labeling and marketing and other violations of law described in this Complaint;
- d. That the Court order preliminary and permanent injunctive relief requiring Defendant to disclose that the Products contain PFAS;
- e. That the Court order Defendant to implement whatever measures are necessary to remedy the unlawful, unfair, or fraudulent business acts or practices, untrue and misleading advertising, and other violations of law described in this Complaint;
- f. That the Court order Defendant to notify each and every individual who purchased the Products of the pendency of the claims in this action to give such individuals an opportunity to obtain restitution from Defendant;
- g. For an award of compensatory damages, the amount of which is to be determined at trial;
- h. For punitive damages;
- i. That the Court grant Plaintiffs’ reasonable attorneys’ fees and costs of suit pursuant to California Code of Civil Procedure §1021.5, California Civil Code §1780(d), the common fund doctrine, and/or any other appropriate legal theory; and
- j. That the Court grant such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: May 15, 2024

BURSOR & FISHER, P.A.

By: /s/ L. Timothy Fisher

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CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, L. Timothy Fisher, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a partner at Bursor & Fisher, P.A., counsel of record for Plaintiffs Casina Butler and Benson Pai in this action. Casina Butler is a resident of Albany, California. Benson Pai is a resident of Union City, California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred in the Northern District of California.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this declaration was executed at Walnut Creek, California this 15th day of May 2024.

/s/ L. Timothy Fisher

L. Timothy Fisher

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [BIC Shaving Razors Contain Undisclosed Forever Chemicals, Class Action Lawsuit Alleges](#)
