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9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 BRITTANY SEBASTIAN,
12 individually, on behalf of herself and
others similarly situated,

13 Plaintiff,

14 vs.

15 KIMBERLY-CLARK
16 CORPORATION; KIMBERLY-
17 CLARK WORLDWIDE, INC.; and
18 KIMBERLY-CLARK GLOBAL
SALES, LLC,

19 Defendants.

Case No.: '17CV442 WQHJMA

CLASS ACTION COMPLAINT FOR

1. **UNFAIR AND UNLAWFUL BUSINESS ACTS AND PRACTICES (CAL. BUS & PROF. CODE §17200 *ET SEQ.*);**
2. **DECEPTIVE ADVERTISING PRACTICES (CAL. BUS & PROF.CODE §§ 17500, *ET SEQ.*);**
3. **CONSUMER LEGAL REMEDIES ACT (CAL. CIV. CODE § 1750, *ET SEQ.*);**
4. **BREACH OF EXPRESS WARRANTY; AND**
5. **UNJUST ENRICHMENT.**

DEMAND FOR JURY TRIAL

1 Plaintiff Brittany Sebastian, individually and on behalf of others similarly
2 situated, by and through her undersigned counsel, hereby files this Class Action
3 Complaint against Defendants Kimberly-Clark Corporation, Kimberly-Clark
4 Worldwide, Inc., and Kimberly-Clark Global Sales, LLC (collectively “Defendant” or
5 “Kimberly-Clark”) and states as follows:

6 **NATURE OF THE ACTION**

7 1. This case arises out of Defendant’s unlawful merchandising practices with
8 respect to its Huggies Natural Care Baby Wipes, which are offered for sale in
9 numerous configurations, including soft packages containing 32 or 56 wipes, “pop-up
10 tubs” containing 40 or 64 wipes, “Clutch n’ Clean” packages, and refill packages
11 containing numerous wipes (collectively, the “Products”). Defendant falsely and
12 deceptively labels and advertises the Products as being “natural,” “gentle,”
13 “hypoallergenic,” and made with the “simplest formula for a gentle clean.” Contrary
14 to these material representations and omissions, the Products contain non-natural,
15 synthetic chemical ingredients, and Defendant’s claims are therefore false, deceptive
16 and misleading.

17 2. Among other synthetic ingredients, the Products contain phenoxyethanol.
18 The U.S. Food and Drug Administration (“FDA”) has stated that phenoxyethanol is “a
19 preservative that is primarily used in cosmetics and medications” and that can “depress
20 the central nervous system and may cause vomiting and diarrhea” in infants. In
21 addition, the French Agence Nationale de Securite du Medicament et des Produits de
22 Sante has cautioned consumers not to use wipes containing phenoxyethanol on
23 children under the age of three because of health concerns related to “reproductive and
24 developmental toxicity.”

25 3. Plaintiff Brittany Sebastian (“Plaintiff”) brings this action individually and
26 on behalf of those similarly situated. Plaintiff seeks to represent a National Class and a
27 California Subclass (defined *infra*). Plaintiff seeks damages, interest thereon,
28 reasonable attorneys’ fees and costs, restitution, other equitable relief, and

1 disgorgement of all benefits Defendant has enjoyed from its unlawful and/or deceptive
2 business practices, as detailed herein. In addition, Plaintiff seeks injunctive relief to
3 stop Defendant's unlawful conduct in the labeling and marketing of the Products.
4 Plaintiff makes these allegations based on her personal knowledge as to herself and her
5 own acts and observations and, otherwise, on information and belief based on
6 investigation of her counsel.

7 **JURISDICTION AND VENUE**

8 4. This Court has original jurisdiction over this action pursuant to 28 U.S.C.
9 § 1332(d) because this is a class action in which: (1) there are over 100 members in the
10 proposed class; (2) members of the proposed class have a different citizenship from
11 Defendant; and (3) the claims of the proposed class members exceed \$5,000,000 in the
12 aggregate.

13 5. This Court has personal jurisdiction because Defendant's contacts with
14 the forum are continuous and substantial, and Defendant intentionally availed itself of
15 the markets within California through its sales of the Products to California consumers.

16 6. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because
17 Defendant engages in continuous and systematic business activities within the State of
18 California. Moreover, a substantial part of the events and omissions giving rise to the
19 claims alleged herein occurred in this District. *See also* Declaration of Brittany
20 Sebastian Regarding Venue Pursuant to Cal. Civ. Code § 1780(d), attached hereto as
21 Exhibit A.

22 **PARTIES**

23 7. Plaintiff Brittany Sebastian is a resident of San Diego, California, who
24 purchased Huggies Natural Care wipes during the class period, as described below.
25 Plaintiff's claim is typical of all Class members in this regard. In addition, the
26 advertising and labeling on the package of the Product purchased by Plaintiff is typical
27 of the advertising and labeling of the Products purchased by members of the Class.
28

1 8. Defendant Kimberly-Clark Corporation is a Delaware corporation with its
2 principal place of business at 401 North Lake Street, Neenah, Wisconsin 54956.

3 9. Defendant Kimberly-Clark Worldwide, Inc. and Defendant Kimberly-
4 Clark Global Sales, LLC are Delaware corporations with principal offices at 351
5 Phelps Drive, Irving, Texas 75038. Upon information and belief, Kimberly-Clark
6 Worldwide, Inc. and Kimberly-Clark Global Sales, LLC are wholly-owned
7 subsidiaries of Defendant Kimberly-Clark Corporation.

8 10. Defendant and its agents promoted, marketed and sold the Products at
9 issue in this jurisdiction and in this judicial district. The unfair, unlawful, deceptive,
10 and misleading advertising and labeling of the Products was prepared and/or approved
11 by Defendant and its agents, and was disseminated by Defendant and its agents
12 through labeling and advertising containing the misrepresentations alleged herein.

13 **FACTUAL ALLEGATIONS**

14 **A. Contrary to Defendant's Representations that the Products Are**
15 **Natural, the Products Contain Numerous Synthetic Ingredients,**
16 **Including Phenoxyethanol, Which Is Potentially Toxic to Babies**

17 11. Kimberly-Clark manufactures, markets, promotes, advertises, and sells
18 baby-care products, including under the "Huggies Natural Care" brand name.
19 According to the huggies.com website, the Products are "America's #1 branded baby
20 wipe," and are comprised of "gentle ingredients" for "sensitive skin."

21 12. Seeking to profit from consumers' desire for safer and natural products
22 free from synthetic and harmful ingredients, Kimberly-Clark markets and labels the
23 Products as, among other things "natural," "gentle" and "hypoallergenic."

24 13. Kimberly-Clark also advertises the Products as being "[h]ypoallergenic,
25 fragrance and alcohol free, with a touch of aloe and Vitamin E, these wipes feature our
26 simplest formula ever for a gentle clean."
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2 **Gentle ingredients**

3 Hypoallergenic, fragrance and alcohol free, with
4 a touch of aloe and Vitamin E, these wipes
5 feature our simplest formula ever for a gentle
6 clean.

7 [Click here](#) for more information on Huggies®
8 ingredients.

9 14. Further, on the packaging of the Products, Defendant represents the
10 Products as being natural, both by the prominent representation “Natural Care” and by
11 the Products’ various packaging designs, which include nature images, such as green
12 coloring and leaves.



20 15. Despite advertising the Products as being “natural,” “gentle,”
21 “hypoallergenic” and made with a “simple formula,” the wipes actually contain non-
22 natural, synthetic, and/or artificial ingredients, including phenoxyethanol, caprylyl
23 glycol, cocamidopropyl betaine, and sodium citrate.
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Huggies® Natural Care® Wipes

Solution Ingredients	Purpose
Water/Eau/Aqua	Helps clean skin
Phenoxyethanol	Helps keep wipes fresh
Butoxy PEG-4 PG-Amodimethicone	Helps wipe glide across baby's skin
Aloe Barbadensis Leaf Extract	Aloe Vera
Caprylyl Glycol	Helps keep skin soft and smooth
Cocamidopropyl Betaine	Helps clean skin
Malic Acid	Helps keep the wipes pH balanced
Sodium Citrate	Helps keep sheet white
Tocopheryl Acetate	Vitamin E

16. According to the FTC, phenoxyethanol is a preservative, which can depress the central nervous system and may cause vomiting and diarrhea in infants.¹

17. In addition, the FTC charged several companies with falsely claiming in online advertisements that their products were all-natural or 100% natural when those products contained non-natural, synthetic ingredients, including phenoxyethanol.² The charged companies were barred from making similar representations in the future.³

¹<http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/2008/ucm116900.htm> (last accessed Nov. 17, 2016).

² <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care/> (last accessed Nov. 17, 2016); <https://www.ftc.gov/system/files/documents/cases/160412shikai-cmpt.pdf>; (last accessed Nov. 17, 2016); <https://www.ftc.gov/system/files/documents/cases/160412rockymountaincmpt.pdf>; (last accessed Nov. 17, 2016); <https://www.ftc.gov/system/files/documents/cases/160412edenbodyworkscmpt.pdf>; (last accessed Nov. 17, 2016); <https://www.ftc.gov/system/files/documents/cases/160412beyondcoastalcmpt.pdf>; (last

1 18. Furthermore, a May 2012 report from the French Agence Nationale de
2 Securite du Medicament et des Produits de Sante cautioned consumers not to use wipes
3 containing phenoxyethanol on children under the age of three because of health
4 concerns related to “reproductive and developmental toxicity.”

5 19. The Material Safety Data Sheet (MSDS) on phenoxyethanol states that it
6 can cause skin and lung irritation, and that it may also be toxic to the kidneys, nervous
7 system, and liver, and repeated, long-term exposure can cause organ damage. The
8 MSDS further states that the toxic effects can occur through inhalation, skin exposure,
9 and ingestion.

10 20. According to Hazard Notifications from the Globally Harmonized System
11 of Classification and Labeling of Chemicals (GHS), phenoxyethanol presents a
12 category 2 danger for skin irritation, a category 4 danger for acute oral toxicity if
13 swallowed, and a category 2A danger for causing serious eye damage or eye irritation.

14 21. In addition to phenoxyethanol, the Products contain other synthetic
15 ingredients.

16 22. Caprylyl glycol is a synthetic skin conditioning agent and preservative.
17 As with phenoxyethanol, the FTC previously charged several companies with falsely
18 claiming in advertisements that their products were all-natural or 100% natural when
19 those products contained non-natural, synthetic ingredients, including caprylyl glycol.
20 The charged companies were barred from making similar representations in the future.

21 23. Cocamidopropyl betaine is a synthetic surfactant that has been associated
22 with skin irritation and allergic dermatitis. In fact, cocamidopropyl betaine was named
23 Allergen of the Year in 2004 by the American Contact Dermatitis Society.

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26 accessed Nov. 17, 2016);
27 [https://www.ftc.gov/system/files/documents/cases/160412californianaturelcmpt-](https://www.ftc.gov/system/files/documents/cases/160412californianaturelcmpt-exhibits.pdf)
28 [exhibits.pdf](https://www.ftc.gov/system/files/documents/cases/160412californianaturelcmpt-exhibits.pdf) (last accessed Nov. 17, 2016).

³ [https://www.ftc.gov/news-events/press-releases/2016/07/ftc-approves-four-final-](https://www.ftc.gov/news-events/press-releases/2016/07/ftc-approves-four-final-orders-barring-companies-making-false-all/)
orders-barring-companies-making-false-all/ (last accessed Nov. 17, 2016).

1 24. Sodium citrate is a synthetic chemical that can be used as an emulsifier,
2 acidity regulator, and preservative. Sodium citrate is recognized in Federal
3 Regulations as a synthetic.⁴

4 25. Accordingly, because the Products contain phenoxyethanol, caprylyl
5 glycol, cocamidopropyl betaine, and sodium citrate, they are mislabeled, misleading,
6 and misbranded under both federal and state law.

7 26. 7 U.S.C. § 6502(21) defines the term “synthetic” as “a substance that is
8 formulated or manufactured by a chemical process or by a process that chemically
9 changes a substance extracted from naturally occurring plant, animal, or mineral
10 sources, except that such term shall not apply to substances created by naturally
11 occurring biological processes.”

12 27. Furthermore, Merriam-Webster defines “natural” as “existing in or
13 produced by nature: not artificial.”

14 28. In addition, the FTC has cautioned that “[m]arketers that are using terms
15 such as natural must ensure that they can substantiate whatever claims they are
16 conveying to reasonable consumers. If reasonable consumers could interpret a natural
17 claim as representing that a product contains no artificial ingredients, then the marketer
18 must be able to substantiate that fact.”⁵

19 29. Reasonable consumers, including Plaintiff, expect a product that is labeled
20 or advertised as being “natural” to be free of synthetic, highly processed, and/or non-
21 natural ingredients.

22 30. Likewise, reasonable consumers, including Plaintiff, expect that baby care
23 products that are labeled or advertised as being “natural,” “gentle” and
24 “hypoallergenic” to be free from harmful and/or potentially toxic ingredients.

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27 ⁴ See 7 C.F.R. §205.605(b).

28 ⁵ Guides for the Use of Environmental Marketing Claims, 75 FR 63552-01, 63586
(Oct. 15, 2010).

1 31. Consumers have become increasingly concerned about the effects of
2 synthetic ingredients in personal-care products. Indeed, consumers, including Plaintiff,
3 are willing to pay, and have paid, a premium for products advertised, marketed, and
4 labeled as “natural” over products containing non-natural, synthetic ingredients.⁶

5 32. Kimberly-Clark materially misled and failed to adequately inform
6 consumers, including Plaintiff, that the Products contain non-natural, synthetic
7 ingredients.

8 33. Based on Defendant’s uniform material misrepresentations and omissions,
9 consumers have purchased the Products to their detriment.

10 **B. Plaintiff Purchased the Misbranded Product**

11 34. Plaintiff Brittany Sebastian purchased a soft package of Huggies Natural
12 Care wipes, containing 32 wipes, from a Target store in Encinitas, California between
13 August and November, 2016 for approximately \$1.47. Plaintiff purchased the Product
14 for personal and family use.

15 35. Plaintiff relied on Kimberly-Clark’s representations in making the
16 decision to purchase the Product, including that the Product is “natural.”

17 36. At the time Plaintiff purchased the Product, Plaintiff did not know, and
18 had no reason to know, that the Product labels and advertising were misleading,
19 deceptive and unlawful as set forth herein. Plaintiff would not have purchased the
20 Product, or would have purchased it on different terms, if she had known the truth.

21 37. It is possible, however, that Plaintiff would purchase the Products in the
22 future if they were properly labeled, and/or the ingredients complied with the labeling
23 and advertising statements, including that they only contained “natural” ingredients,
24 and no longer contained phenoxyethanol, caprylyl glycol, cocamidopropyl betaine, and
25 sodium citrate.

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28 ⁶ In 2010, for example, nationwide sales of natural products totaled \$117 billion.
http://www.npainfo.org/NPA/About_NPA/NPA/AboutNPA/AbouttheNaturalProductsAssociati on.aspx?hkey=8d3a15ab-f44f-4473-aa6e-ba27ccebcb8 (last visited Jan. 25, 2017).

1 **CLASS DEFINITION AND CLASS ALLEGATIONS**

2 38. Plaintiff brings this action as a class action pursuant to Federal Rules of
3 Civil Procedure 23(b)(2) and 23(b)(3) on behalf of herself, on behalf of all others
4 similarly situated, and as a member the Class defined as follows (collectively, the
5 “Class”):

6 All citizens of the United States who, within the relevant statute
7 of limitations periods, purchased Defendant’s Products
8 (“Nationwide Class”);

9 All citizens of California who, within four years prior to the
10 filing of this Complaint, purchased Defendant’s Products
11 (“California Subclass”).

12 39. Excluded from the Class are: (i) Defendant, its assigns, successors, and
13 legal representatives; (ii) any entities in which Defendant has controlling interests;
14 (iii) federal, state, and/or local governments, including, but not limited to, their
15 departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or
16 subdivisions; (iv) all persons presently in bankruptcy proceedings or who obtained a
17 bankruptcy discharge in the last three years; and (v) any judicial officer presiding over
18 this matter and person within the third degree of consanguinity to such judicial officer.

19 40. Plaintiff reserves the right to amend or otherwise alter the class definition
20 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in
21 response to facts learned through discovery, legal arguments advanced by Defendant,
22 or otherwise.

23 41. This action is properly maintainable as a class action pursuant to Federal
24 Rule of Civil Procedure 23 for the reasons set forth below.

25 42. **Numerosity**: Members of the Class are so numerous that joinder of all
26 members is impracticable. Upon information and belief, the Class consist of hundreds
27 of thousands of purchasers dispersed throughout the United States, and the Subclass
28 likewise consists of hundreds of thousands of purchasers throughout the State of
California. Accordingly, it would be impracticable to join all members of the Class
before the Court.

1 43. **Common Questions Predominate:** There are numerous and substantial
2 questions of law or fact common to all members of the Class that predominate over any
3 individual issues. Included within the common questions of law or fact are:

- 4 • Whether, contrary to Defendant’s uniform, material representations
5 and omissions, the Products are not natural;
- 6 • Whether, contrary to Defendant’s uniform, material representations
7 and omissions, the Products are not comprised of “gentle ingredients,”
8 and/or hypoallergenic;
- 9 • Whether Defendant engaged in unlawful, unfair or deceptive business
10 practices by advertising and selling its Products;
- 11 • Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
12 *seq.*; Cal. Bus. & Prof. Code § 17500, *et seq.*; and the Consumers
13 Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
- 14 • Whether Defendant committed a breach of express warranty;
- 15 • Whether Plaintiff and the Class are entitled to equitable and/or
16 injunctive relief;
- 17 • Whether Plaintiff and the Class members have sustained damage as a
18 result of Defendant’s unlawful conduct;
- 19 • The proper measure of damages sustained by Plaintiff and Class
20 Members; and
- 21 • Whether Defendant was unjustly enriched by its deceptive practices.

22 44. **Typicality:** Plaintiff’s claims are typical of the claims of the members of
23 the Class she seeks to represent because Plaintiff, like the Class members, purchased
24 Defendant’s misbranded Products. Defendant’s unlawful, unfair and/or fraudulent
25 actions concern the same business practices described herein irrespective of where they
26 occurred or were experienced. Plaintiff and the Class sustained similar injuries arising
27 out of Defendant’s conduct. Plaintiff’s and Class Member’s claims arise from the
28 same practices and course of conduct and are based on the same legal theories.

1 45. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks
2 to represent because her interests do not conflict with the interests of the members of
3 the Class Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the
4 interests of members of the Class and has retained counsel experienced and competent
5 in the prosecution of complex class actions including complex questions that arise in
6 consumer protection litigation.

7 46. **Superiority and Substantial Benefit:** A class action is superior to other
8 methods for the fair and efficient adjudication of this controversy, since individual
9 joinder of all members of the Class is impracticable and no other group method of
10 adjudication of all claims asserted herein is more efficient and manageable for at least
11 the following reasons:

- 12 a. The claims presented in this case predominate over any questions of
13 law or fact, if any exists at all, affecting any individual member of
14 the Class;
- 15 b. Absent a Class, the members of the Class will continue to suffer
16 damage and Defendant's unlawful conduct will continue without
17 remedy while Defendant profits from and enjoys its ill-gotten gains;
- 18 c. Given the size of individual Class members' claims, few, if any,
19 members could afford to or would seek legal redress individually
20 for the wrongs Defendant committed against them, and absent
21 members have no substantial interest in individually controlling the
22 prosecution of individual actions;
- 23 d. When the liability of Defendant has been adjudicated, claims of all
24 members of the Class can be administered efficiently and/or
25 determined uniformly by the Court; and
- 26 e. This action presents no difficulty that would impede its
27 management by the Court as a class action, which is the best
28 available means by which Plaintiff and members of the Class can

1 seek redress for the harm caused to them by Defendant.

2 47. Because Plaintiff seeks relief for all members of the Class, the prosecution
3 of separate actions by individual members would create a risk of inconsistent or
4 varying adjudications with respect to individual members of the Class, which would
5 establish incompatible standards of conduct for Defendant.

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

10 49. The prerequisites to maintaining a class action pursuant to Fed. R. Civ. P.
11 23(b)(3) are also met as questions of law or fact common to Class members
12 predominate over any questions affecting only individual members, and a class action
13 is superior to other available methods for fairly and efficiently adjudicating the
14 controversy.

15 50. Plaintiff and Plaintiff's counsel are unaware of any difficulties that are
16 likely to be encountered in the management of this action that would preclude its
17 maintenance as a class action.

18 **CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 **Unfair and Unlawful Business Acts and Practices**
21 **(Business and Professions Code § 17200, *et seq.*)**
22 ***(for the California Subclass)***

23 51. Plaintiff re-alleges and incorporates by reference the allegations contained
24 in the preceding paragraphs of this complaint, as though fully set forth herein.

25 52. Defendant's conduct constitutes an unfair business act and practice
26 pursuant to California Business & Professions Code §§ 17200, *et seq.* (the "UCL").
27 The UCL provides, in pertinent part: "Unfair competition shall mean and include
28 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
misleading advertising"

1 53. Plaintiff brings this claim seeking equitable and injunctive relief to stop
2 Defendant's misconduct, as complained of herein, and to seek restitution of the
3 amounts Defendant acquired through the unfair, unlawful, and fraudulent business
4 practices described herein.

5 54. Defendant's knowing conduct, as alleged herein, constitutes an "unfair"
6 and/or "fraudulent" business practice, as set forth in California Business & Professions
7 Code §§ 17200-17208.

8 55. Defendant's conduct was and continues to be unfair and fraudulent
9 because, directly or through its agents and employees, Defendant made uniform
10 materially false representations and omissions that the Products were "natural,"
11 "gentle," and "hypoallergenic," when in fact they were not.

12 56. Defendant is aware that the representations and omissions it has made
13 about the Products were and continue to be false and misleading.

14 57. Defendant had an improper motive—to derive financial gain at the
15 expense of accuracy or truthfulness—in its practices related to the labeling and
16 advertising of the Products.

17 58. There were reasonable alternatives available to Defendant to further
18 Defendant's legitimate business interests, other than the conduct described herein.

19 59. Defendant's misrepresentations of material facts, as set forth herein, also
20 constitute an "unlawful" practice because they violate California Civil Code §§ 1572,
21 1573, 1709, 1710, 1711, and 1770, as well as the common law.

22 60. Defendant's conduct in making the representations described herein
23 constitutes a knowing failure to adopt policies in accordance with and/or adherence to
24 applicable laws, as set forth herein, all of which are binding upon and burdensome to
25 its competitors. This conduct engenders an unfair competitive advantage for
26 Defendant, thereby constituting an unfair business practice under California Business
27 & Professions Code §§ 17200-17208.

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1 61. In addition, Defendant's conduct was, and continues to be, unfair, in that
2 its injury to countless purchasers of the Products is substantial, and is not outweighed
3 by any countervailing benefits to consumers or to competitors.

4 62. Moreover, Plaintiff and members of the California Subclass could not
5 have reasonably avoided such injury. Defendant's uniform, material representations
6 and omissions regarding the Products were likely to deceive, and Defendant knew or
7 should have known that its representations and omissions were untrue and misleading.
8 Plaintiff purchased the Products in reliance on the representations made by Defendant,
9 as alleged herein.

10 63. Plaintiff and members of the California Subclass have been directly and
11 proximately injured by Defendant's conduct in ways including, but not limited to, the
12 monies paid to Defendant for the Products that lacked the characteristics advertised,
13 interest lost on those monies, and consumers' unwitting support of a business
14 enterprise that promotes deception and undue greed to the detriment of consumers,
15 such as Plaintiff and Subclass members.

16 64. As a result of the business acts and practices described above, Plaintiff
17 and members of the California Subclass, pursuant to § 17203, are entitled to an Order
18 enjoining such future wrongful conduct on the part of Defendant and such other Orders
19 and judgments that may be necessary to disgorge Defendant's ill-gotten gains and to
20 restore to any person in interest any money paid for the Products as a result of the
21 wrongful conduct of Defendant.

22 65. Pursuant to Civil Code § 3287(a), Plaintiff and the California Subclass are
23 further entitled to pre-judgment interest as a direct and proximate result of Defendant's
24 unfair and fraudulent business conduct. The amount on which interest is to be
25 calculated is a sum certain and capable of calculation, and Plaintiff and the California
26 Subclass are entitled to interest in an amount according to proof.

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SECOND CAUSE OF ACTION
Deceptive Advertising Practices
(California Business & Professions Code §§ 17500, *et seq.*)
(for the California Subclass)

4 66. Plaintiff re-alleges and incorporates by reference the allegations contained
5 in the preceding paragraphs of this complaint, as though fully set forth herein.

6 67. California Business & Professions Code § 17500 prohibits “unfair,
7 deceptive, untrue or misleading advertising”

8 68. Defendant violated § 17500 when it represented, through its false and
9 misleading advertising and other express representations, that Defendant’s Products
10 possessed characteristics and value that they did not actually have.

11 69. Defendant’s deceptive practices were specifically designed to induce
12 reasonable consumers like Plaintiff to purchase the Products. Defendant’s uniform,
13 material representations and omissions regarding the Products were likely to deceive,
14 and Defendant knew or should have known that its uniform representations and
15 omissions were untrue and misleading. Plaintiff purchased the Products in reliance on
16 the representations made by Defendant, as alleged herein.

17 70. Plaintiff and members of the California Subclass have been directly and
18 proximately injured by Defendant’s conduct in ways including, but not limited to, the
19 monies paid to Defendant for the Products that lacked the characteristics advertised,
20 interest lost on those monies, and consumers’ unwitting support of a business
21 enterprise that promotes deception and undue greed to the detriment of consumers,
22 such as Plaintiff and Subclass members.

23 71. The above acts of Defendant, in disseminating material misleading and
24 deceptive representations and statements throughout California to consumers,
25 including Plaintiff and members of the California Subclass, were and are likely to
26 deceive reasonable consumers in violation of § 17500.

27 72. In making and disseminating the statements alleged herein, Defendant
28 knew or should have known that the statements were untrue or misleading, and acted in

1 violation of § 17500.

2 73. Defendant continues to engage in unlawful, unfair and deceptive practices
3 in violation of §17500.

4 74. As a direct and proximate result of Defendant’s unlawful conduct in
5 violation of § 17500, Plaintiff and members of the California Subclass, pursuant to §
6 17535, are entitled to an Order of this Court enjoining such future wrongful conduct on
7 the part of Defendant, and requiring Defendant to disclose the true nature of its
8 misrepresentations.

9 75. Plaintiff and members of the California Subclass also request an Order
10 requiring Defendant to disgorge its ill-gotten gains and/or award full restitution of all
11 monies wrongfully acquired by Defendant by means of such acts of false advertising,
12 plus interests and attorneys’ fees.

13 **THIRD CAUSE OF ACTION**
14 **Consumer Legal Remedies Act**
15 **(Cal. Civ. Code § 1750, *et seq.*)**
16 ***(for the California Subclass)***

17 76. Plaintiff re-alleges and incorporates by reference the allegations contained
18 in the preceding paragraphs of this complaint, as though fully set forth herein.

19 77. Plaintiff brings this action pursuant to California’s Consumer Legal
20 Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

21 78. The CLRA provides that “unfair methods of competition and unfair or
22 deceptive acts or practices undertaken by any person in a transaction intended to result
23 or which results in the sale or lease of goods or services to any consumer are
24 unlawful.”

25 79. The Products are “goods,” as defined by the CLRA in California Civil
26 Code §1761(a).

27 80. Defendant is a “person,” as defined by the CLRA in California Civil Code
28 §1761(c).

1 81. Plaintiff and members of the California Subclass are “consumers,” as
2 defined by the CLRA in California Civil Code §1761(d).

3 82. Purchase of the Products by Plaintiff and members of the California
4 Subclass are “transactions,” as defined by the CLRA in California Civil Code
5 §1761(e).

6 83. Kimberly-Clark violated Section 1770(a)(5) by representing that the
7 Products have “characteristics, . . . uses [or] benefits . . . which [they] do not have” in
8 that the Products are falsely labeled and advertised as being, among other things,
9 “natural,” “gentle,” and “hypoallergenic.” Defendant knew that consumers will often
10 pay more for products with these attributes and has unfairly profited from its false and
11 misleading claims.

12 84. Similarly, Kimberly-Clark violated section 1770(a)(7) by representing that
13 the Products “are of a particular standard, quality, or grade . . . if they are of another”
14 by falsely and deceptively labeling and advertising the Products as, among other
15 things, “natural,” “gentle,” and “hypoallergenic.”

16 85. In addition, Kimberly-Clark violated section 1770(a)(9) by advertising the
17 Products “with intent not to sell them as advertised” in that the Products are falsely
18 labeled and advertised as, among other things, “natural,” “gentle,” and
19 “hypoallergenic.”

20 86. Defendant’s uniform, material, representations and omissions regarding
21 the Products were likely to deceive, and Defendant knew or should have known that its
22 representations and omissions were untrue and misleading.

23 87. Plaintiff and members of the California Subclass could not have
24 reasonably avoided such injury. Plaintiff and members of the California Subclass were
25 unaware of the existence of facts that Defendant suppressed and failed to disclose; and,
26 Plaintiff and members of the California Subclass would not have purchased the
27 Products and/or would have purchased them on different terms had they known the
28 truth.

1 88. Plaintiff and members of the California Subclass have been directly and
2 proximately injured by Defendant's conduct. Such injury includes, but is not limited
3 to, the purchase price of the Products and/or the price of the Products at the prices at
4 which they were offered.

5 89. Given that Defendant's conduct violated § 1770(a)(5), Plaintiff and
6 members of the California Subclass are entitled to seek and seek injunctive relief to put
7 an end to Defendant's violations of the CLRA.

8 90. Moreover, Defendant's conduct is malicious, fraudulent, and wanton in
9 that Defendant intentionally misled and withheld material information from consumers
10 to increase the sale of the Products.

11 91. Pursuant to California Civil Code § 1782(a), Plaintiff on her own behalf,
12 and on behalf of members of the California Subclass, notified Defendant of the alleged
13 violations of the Consumer Legal Remedies Act. Despite giving Defendant 30-days
14 from the date of the notification letter to provide appropriate relief for violations of the
15 CLRA, Defendant has failed to provide any such relief. As such, Plaintiff also seeks
16 compensatory, monetary and punitive damages, in addition to equitable and injunctive
17 relief, and requests that this Court enter such Orders or judgments as may be necessary
18 to restore to any person in interest any money which may have been acquired by means
19 of such unfair business practices, and for such other relief as is provided in California
20 Civil Code § 1780 and in the Prayer for Relief.

21 92. Plaintiff further requests that the Court enjoin Defendant from continuing
22 to employ the unlawful methods, acts, and practices alleged herein pursuant to §
23 1780(a)(2).

24 **FOURTH CAUSE OF ACTION**
25 **Breach of Express Warranty**
26 ***(for the Nationwide Class and California Subclass)***

27 93. Plaintiff re-alleges and incorporates by reference the allegations contained
28 in the preceding paragraphs of this Complaint, as though fully set forth herein.

1 94. By advertising and selling the Products at issue, Defendant made promises
2 and affirmations of fact on the Product’s packaging, and through its marketing and
3 advertising, as described above. This labeling and advertising constitutes express
4 warranties and became part of the basis of the bargain between Plaintiff and members
5 of the Class, and Defendant.

6 95. Defendant purports, through its advertising, to create express warranties
7 that the Products are, among other things, “natural,” “gentle” and “hypoallergenic.”

8 96. Despite Defendant’s express warranties about the nature of the Products,
9 the ingredients in the Products are not natural, gentle and/or hypoallergenic and the
10 Products were, therefore, not what Defendant represented them to be.

11 97. Accordingly, Defendant breached express warranties about the Products
12 and their qualities because the Products do not conform to Defendant’s affirmations
13 and promises.

14 98. As a direct and proximate result of Defendant’s breach of express
15 warranty, Plaintiff and members of the Class were harmed in the amount of the
16 purchase price they paid for the Products. Further, Plaintiff and members of the Class
17 have suffered and continue to suffer economic losses and other general and specific
18 damages including, but not limited to, the amounts paid for the Products, and any
19 interest that would have accrued on those monies, in an amount to be proven at trial.

20 **FIFTH CAUSE OF ACTION**
21 **Unjust Enrichment**
22 ***(for the Nationwide Class and California Subclass)***

23 99. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs
24 as if fully set forth herein.

25 100. By purchasing the Products, Plaintiff and members of the Class conferred
26 a benefit on Defendant in the form of the purchase price of the Products.

27 101. Defendant had knowledge of such benefits.
28

1 102. Defendant appreciated the benefit because, were consumers not to
2 purchase the Products, Defendant would not generate revenue from the sales of the
3 Products.

4 103. Defendant's acceptance and retention of the benefit is inequitable and
5 unjust because the benefit was obtained by Defendant's fraudulent and misleading
6 representations and omissions.

7 104. Equity cannot in good conscience permit Defendant to be economically
8 enriched for such actions at the expense of Plaintiff and members of the Class, and
9 therefore restitution and/or disgorgement of such economic enrichment is required

10 **PRAYER**

11 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
12 situated, prays for judgment against Defendant as follows:

- 13 A. For an order certifying the Nationwide Class and the California Subclass
14 under Rule 23 of the Federal Rules of Civil Procedure; naming Plaintiff as
15 representative of the Class and Subclass; and naming Plaintiff's attorneys as
16 Class Counsel to represent the Class and Subclass;
- 17 B. For an order declaring that Defendant's conduct violates the statutes and laws
18 referenced herein;
- 19 C. For an order awarding, as appropriate, compensatory and monetary damages,
20 restitution or disgorgement to Plaintiff and the Class for all causes of action;
- 21 D. For an order requiring Defendant to immediately cease and desist from selling
22 its misbranded Products in violation of law; enjoining Defendant from
23 continuing to label, market, advertise, distribute, and sell the Products in the
24 unlawful manner described herein; and ordering Defendant to engage in
25 corrective action;
- 26 E. For an order awarding attorneys' fees and costs;
- 27 F. For an order awarding punitive damages;
- 28 G. For an order awarding pre-and post-judgment interest; and

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H. For such other and further relief as the Court deems just and proper.

DATED: March 3, 2017

KAMBERLAW, LLP

By: /s/ Naomi B. Spector
Naomi B. Spector
Attorney for Plaintiff

JS 44 (Rev. 08/16)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

BRITTANY SEBASTIAN, individually, on behalf of herself and others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Naomi Spector, Esq. and Christopher Moon, Esq.
KamberLaw LLP, 9404 Genesee Ave., Suite 340, La Jolla, CA 92037
(619) 400-1051

DEFENDANTS

KIMBERLY-CLARK CORPORATION, KIMBERLY-CLARK WORLDWIDE, INC.; and KIMBERLY-CLARK GLOBAL SALES, LLC

County of Residence of First Listed Defendant Delaware
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'17CV442 WQHJMA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---|--|--|--|---|
| <input checked="" type="checkbox"/> 1 Citizen of This State | <input type="checkbox"/> 2 Citizen of Another State | <input type="checkbox"/> 3 Citizen or Subject of a Foreign Country | <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 3 Foreign Nation |
| PTF | DEF | PTF | DEF | PTF | DEF |
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IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

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

Brief description of cause:
Consumer Class Action

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: EXCEEDS \$5M in aggregate JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE: March 3, 2017 SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

Exhibit A

1 Naomi Spector (SBN 222573)
 Email: nspector@kamberlaw.com
 2 Christopher D. Moon (SBN 246622)
 Email: cmoon@kamberlaw.com
 3 **KAMBERLAW, LLP**
 9404 Genesee Avenue, Suite 340
 4 La Jolla, CA 92037
 Phone: 310.400.1051
 5 Fax: 212.202.6364

6 *Attorneys for Brittany Sebastian,*
and All Others Similarly Situated
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 11 **IN THE UNITED STATES DISTRICT COURT**
 12 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
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14
 15 BRITTANY SEBASTIAN,
 16 individually, on behalf of herself and
 others similarly situated,

17 Plaintiff,

18 vs.

19 KIMBERLY-CLARK
 CORPORATION; KIMBERLY-
 20 CLARK WORLDWIDE, INC.; and
 21 KIMBERLY-CLARK GLOBAL
 SALES, LLC,

22 Defendants.
 23

Case No.: '17CV442 WQHJMA

DECLARATION OF PLAINTIFF
BRITTANY SEBASTIAN
REGARDING VENUE PURSUANT
TO CIVIL CODE § 1780(d)

1 I, Brittany Sebastian, hereby declare:

2 1. I am a named-plaintiff and a prospective class member in the above-entitled
3 action.

4 2. I am an adult, over 18 years old. I have personal knowledge of the facts stated
5 herein and could competently testify thereto if called upon to do so.

6 3. I am currently a resident of San Diego County, California. The Complaint filed
7 in this matter contains causes of action for violations of: (1) Unfair Competition Law,
8 Cal. Business & Professions Code §§ 17200 *et seq.* (the “UCL”); (2) False Advertising
9 Law, Cal. Business & Professions Code §§ 17500 *et seq.* (the “FAL”); (3) California’s
10 Consumer Legal Remedies Act, Cal. Civil Code §§ 1750 *et seq.* (the “CLRA”); (4)
11 Breach of Express Warranty; and (5) Unjust Enrichment. These causes of action arise
12 out of Defendant Kimberly-Clark Corporation’s, Kimberly-Clark Worldwide, Inc.’s,
13 and Kimberly-Clark Global Sales, LLC’s deceptive, unfair, and false merchandising
14 practices with respect to its Huggies Natural Care Baby wipes product (“Products” or
15 “Product”).

16 4. Civil Code § 1780(d) provides that a plaintiff seeking to bring a claim under
17 Section 1780(a) of the California Consumer Legal Remedies Act may commence that
18 action “in the county in which the person against whom it is brought resides, has his or
19 her principal place of business, or is doing business, or in the county where the
20 transaction or any substantial portion thereof occurred.”

21 5. I purchased the Product at issue, Huggies Natural Care Baby wipes, in San
22 Diego, California.

23 6. Accordingly, the Complaint filed in the above-entitled action, is filed in the
24 proper venue pursuant to Civil Code § 1780(d).

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1 I declare under the penalty of perjury under laws of the State of California that the
2 foregoing is true and correct to the best of my knowledge.

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Executed on March 2, 2017, in San Diego, California.

BSebastian

BRITTANY SEBASTIAN