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BURSOR & FISHER, P.A.
L. Timothy Fisher (State Bar No. 191626)
Brittany S. Scott (State Bar No. 327132)
Sean L. Litteral (State Bar No. 331985)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-Mail: ltfisher@bursor.com
bscott@bursor.com
slitteral@bursor.com

Attorneys for Plaintiff

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

MICHELLE THOMAS, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

THE PROCTER & GAMBLE COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

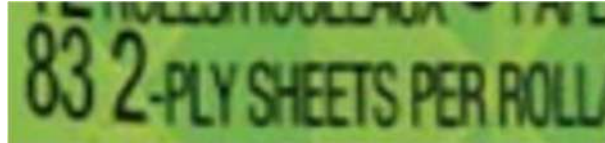
JURY TRIAL DEMANDED

1 Plaintiff Michelle Thomas (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges the following against Defendant The Procter & Gamble Company (“P&G” or
3 “Defendant”) on information and belief, except that Plaintiff’s allegations as to her own actions are
4 based on personal knowledge.

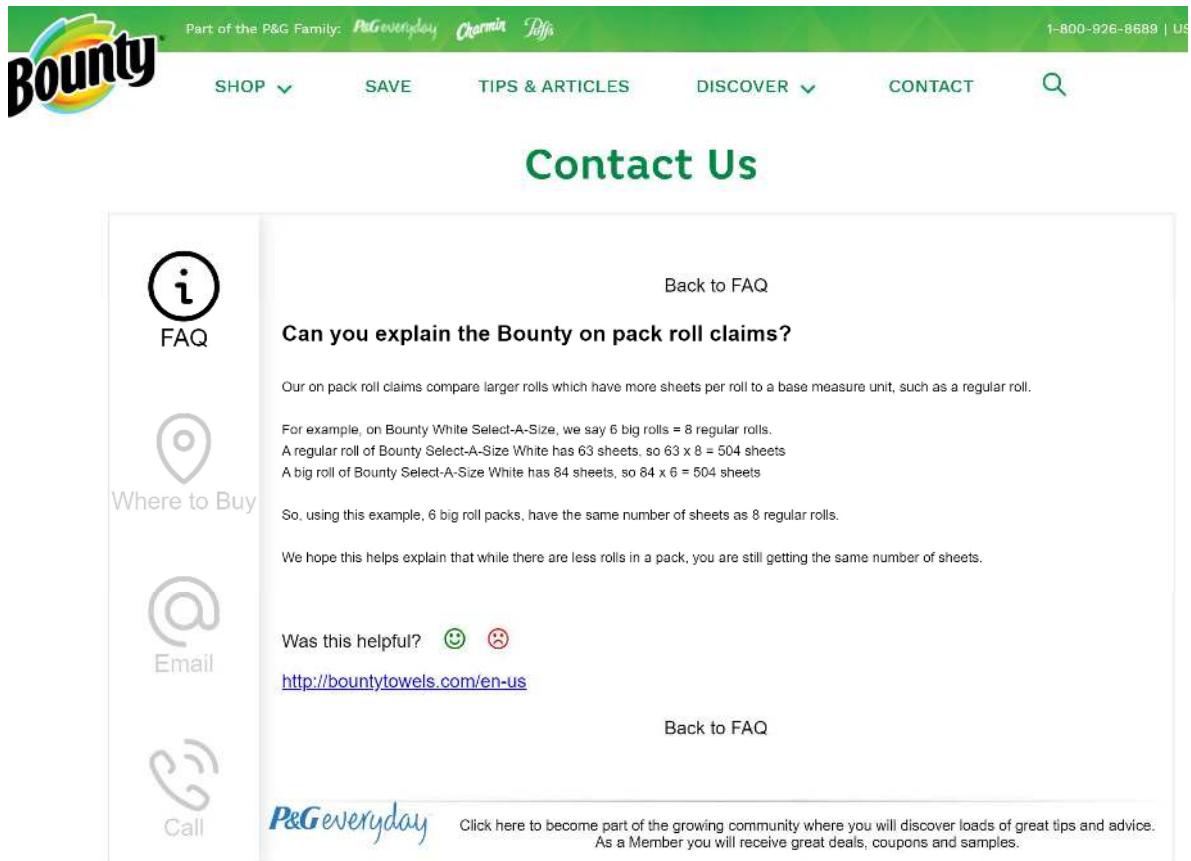
5 **NATURE OF THE ACTION**

6 1. This is a class action against P&G for failing to provide the number of paper towels
7 promised to Plaintiff and other purchasers of multi-roll Bounty Select-A-Size paper towel packages.
8 From 2018 through 2021, Defendant engaged in a uniform labeling and marketing campaign
9 designed to convince consumers that its multi-roll Select-A-Size paper towels, including its Singles
10 Plus Rolls and Super Rolls, amongst others (collectively, the “Products”), contain more paper towels
11 than is the case. Specifically, for each of the Products, customers were informed that the package
12 was equal to a number of “Regular Rolls.” For example, P&G’s Bounty Plus Select-A-Size Singles
13 Plus is marketed as **“12 Singles Plus = 18 Regular Rolls.”** That information was set out in bold,
14 highlighted in yellow, in the top left corner of the Product’s packaging. At the bottom of the
15 packaging, P&G informed consumers that each Singles Plus Roll consisted of 83 sheets. That would
16 mean that a package of 12 Singles Plus Rolls include 996 sheets of paper towels (*i.e.* 12 rolls x 83
17 sheets = 996 sheets).





2. However, P&G misstated the number of sheets consumers were getting per package. P&G’s website stated that Bounty’s Select-A-Size Regular Rolls consisted of 63 sheets:



Can you explain the Bounty on pack roll claims?

A regular roll of Bounty Select-A-Size White has 63 sheets, so 63 x 8 = 504 sheets

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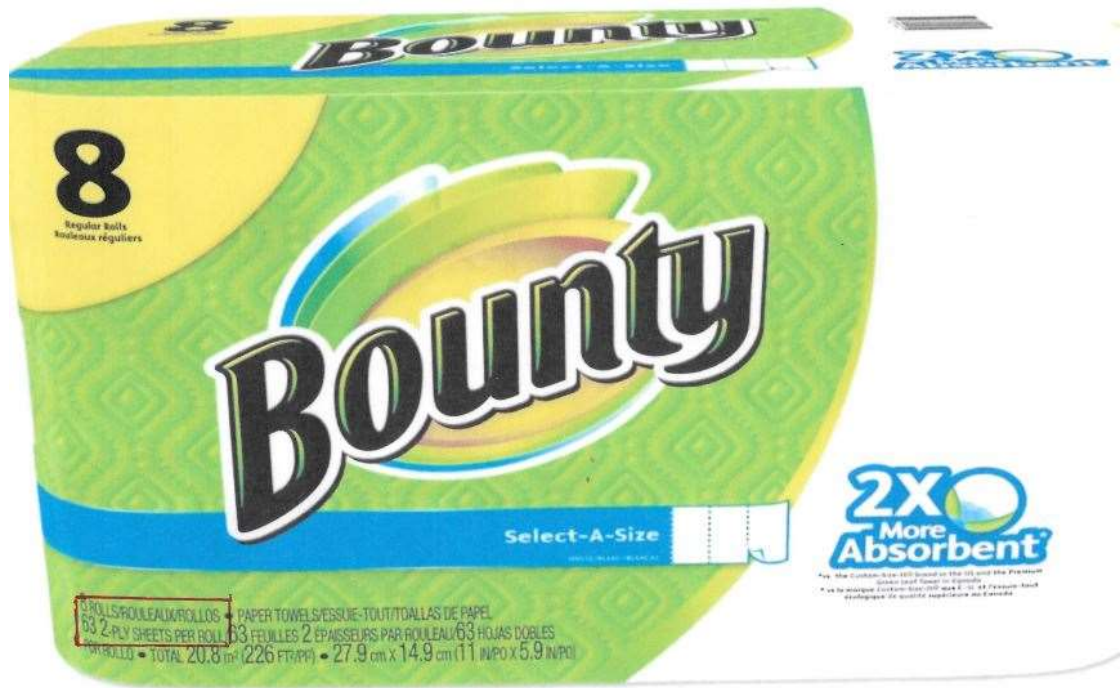
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3. In fact, P&G sold Regular Rolls that consisted of 63 sheet per roll:



4. Accordingly, 18 Regular Rolls equaled 1,134 sheets (i.e. 18 rolls x 63 sheets = 1,134 sheets) not 996 sheets. That meant that consumers were getting only 87.8 percent of what they believed they were purchasing (i.e. 996 sheets ÷ 1,134 sheets = 87.8%). That equaled a shortage of 138 sheets or over two “Regular Rolls” of paper towels. P&G has similarly shorted customers on other multi-roll packages of Select-A-Size paper towel products during the class period.

1 Products do not in fact contain that amount of paper towels, then when presented with false or
2 misleading information when shopping, she will be unable to make informed decisions about
3 whether to purchase Defendant's Product and will be unable to evaluate the different prices between
4 Defendant's Product and competitor's Products. Plaintiff is further likely to be repeatedly misled by
5 Defendant's conduct, unless and until Defendant is compelled to ensure that Products marketed,
6 labeled, packaged, and advertised as containing a certain number of sheets, do in fact contain that
7 number of sheets.

8 8. Defendant The Procter & Gamble Company is an Ohio corporation with its principal
9 place of business located in Cincinnati, Ohio. P&G describes itself as "the world's largest consumer
10 goods company[.]" Indeed, P&G reported fiscal year 2021 net sales of \$14.035 billion, an increase
11 of nearly 10 percent versus the prior year.

12 9. Whenever reference is made in this Complaint to any representation, act, omission,
13 or transaction of P&G, that allegation shall mean that P&G did the act, omission, or transaction
14 through its officers, directors, employees, agents, and/or representatives while they were acting
15 within the actual or ostensible scope of their authority.

16 **JURISDICTION AND VENUE**

17 10. This Court has subject matter jurisdiction over this action pursuant to the Class Action
18 Fairness Act of 2005, Pub. L. No. 109-2 Stat. 4 ("CAFA"), which, *inter alia*, amends 28 U.S.C. §
19 1332, at new subsection (d), conferring federal jurisdiction over class actions where, as here: (a)
20 there are 100 or more members in the proposed classes; (b) some members of the proposed classes
21 have a different citizenship from Defendant; and (c) the claims of the proposed class members exceed
22 the sum or value of five million dollars (\$5,000,000) in aggregate. *See* 28 U.S.C. § 1332(d)(2) and
23 (6).

24 11. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant transacts
25 significant business within this District, Plaintiff resides within this District, and a substantial part of
26 the events giving rise to Plaintiff's claims took place within this District.

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FACTS COMMON TO ALL CAUSES OF ACTION

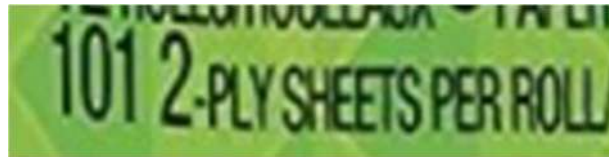
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2 12. P&G’s false and deceptive advertising, packaging, and labeling applied to each of
3 the Product’s packages of multi-roll Select-A-Size paper towels, which are each substantially similar,
4 consisting of a bright green base, a prominent yellow banner with bolded “Regular Roll”
5 representations, each leading to an almost identical injury in which consumers received fewer paper
6 towels then what they believed they were purchasing.

7 13. As discussed above, P&G’s Bounty Select-A-Size Singles Plus was packaged and
8 labeled as “12 Rolls = 18 Regular Rolls.” That information was set out in bold, highlighted in yellow,
9 and occupied a significant percentage of the Product’s packaging. At the bottom of the packaging,
10 P&G informed consumers that each Singles Plus Roll consists of 83 sheets. That would mean that a
11 package of 12 Singles Plus Rolls equaled 996 sheets (*i.e.* 12 rolls x 83 sheets = 996 sheets).

12 14. As P&G admitted on its website, however, a Regular Roll consisted of 63 sheets
13 during the class period. Thus, 18 Regular Rolls included 1,134 sheets (*i.e.* 18 rolls x 63 sheets =
14 1,134 sheets). That meant that consumers were getting only 87.8 percent of what they believed they
15 were purchasing (*i.e.* 996 sheets ÷ 1,134 sheets = 87.8%). That equaled a shortage of 138 sheets or
16 over two “Regular Rolls” of paper towels.

17 15. Similarly, during the class period, P&G manufactured and sold Bounty Select-A-Size
18 Super Rolls package that was labeled as “12 Rolls = 22 Regular Rolls.” That information was set
19 out in bold, highlighted in yellow, and occupied a significant percentage of the Product’s packaging.
20 At the bottom of the packaging, P&G informed consumers that each Singles Plus Roll consists of
21 101 sheets. That would mean that a package of 12 Bounty Select-A-Size Super Rolls equaled 1,212
22 sheets (*i.e.* 12 rolls x 101 sheets = 1,212 sheets).

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16. As P&G admitted on its website, however, a Regular Roll consisted of 63 sheets during the class period. Thus, 22 Regular Rolls included 1,386 sheets (*i.e.* 22 rolls x 63 sheets = 1,386 sheets). That meant that consumers were getting only 87.4 percent of what they believed they were purchasing (*i.e.* 1,212 sheets ÷ 1,386 sheets = 87.4%). That equaled a shortage of 138 sheets or over two “Regular Rolls” of paper towels. P&G has also shorted customers on other similar Select-A-Size paper towel packages during the class period.

CLASS ACTION ALLEGATIONS

17. Plaintiff seeks to represent a class defined as all persons in the United States who purchased the Products (the “Class”) from 2018 through 2021. Excluded from the Class are persons who made such purchases for purpose of resale. Plaintiff reserves the right amend the above class definition as appropriate after further investigation and discovery, including by seeking to certify a narrower multi-state class (or classes) in lieu of a nationwide class if appropriate.

1 18. Plaintiff also seek to represent a Subclass of all Class Members who purchased the
2 Products in California (the “Subclass”).

3 19. At this time, Plaintiff does not know the exact number of members of the Class;
4 however, given the nature of the claims and the number of retail stores in the United States selling
5 the Products, Plaintiff believes that the Class members are so numerous that joinder of all members
6 is impracticable.

7 20. There is a well-defined community of interest in the questions of law and fact
8 involved in this case. Questions of law and fact common to the members of the Class and Subclass
9 that predominate over questions that may affect individual Class members include:

- 10 a. whether Defendant has shortchanged the number of paper towels in the Products;
11 b. whether Defendant warranted that the Products contained a specific measurement for
12 each size;
13 c. whether Defendant breached these warranties;
14 d. whether Defendant committed statutory and common law fraud by doing so;
15 e. whether Defendant’s conduct was unethical, oppressive, unscrupulous, and/or
16 substantially injurious to consumers;
17 f. whether Defendant’s conduct was unfair and/or deceptive;
18 g. whether Defendant was unjustly enriched as a result of the unlawful, fraudulent, and
19 unfair conduct alleged in this Complaint such that it would be inequitable for
20 Defendant to retain the benefits conferred upon Defendant by Plaintiff and the Class
21 members;
22 h. whether Plaintiff and the Class members sustained damages with respect to the
23 common-law claims asserted, and if so, the proper measure of their damages.

24 21. Plaintiff’s claims are typical of those of the Class members because Plaintiff, like
25 other Class members, purchased, in a typical consumer setting, the Products and Plaintiff sustained
26 damages from Defendant’s wrongful conduct.

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1 refunding the monies received therefrom. This letter was sent on behalf of “all similarly situated
2 purchasers of Bounty Select-A-Size Paper Towels.”

3 39. Wherefore, Plaintiff seeks damages and restitution for this violation of the CLRA.

4 **THIRD COUNT**

5 **Violation Of California’s Unfair Competition Law,**
6 **California Business & Professions Code §§ 17200, *et seq.***

7 40. Plaintiff incorporates by reference the allegations contained in all preceding
8 paragraphs of this Complaint.

9 41. Plaintiff brings this claim individually and on behalf of the Subclass against
10 Defendant.

11 42. Defendant is subject to California’s Unfair Competition Law, Cal. Bus. & Prof. Code
12 §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include
13 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
14 advertising”

15 43. Defendant’s misrepresentations and other conduct, described herein, violated the
16 “unlawful” prong of the UCL by violating the CLRA as described herein; California’s False
17 Advertising Law as described herein; and Cal. Com. Code § 2607.

18 44. Defendant’s misrepresentations and other conduct, described herein, violated the
19 “unfair” prong of the UCL in that its conduct is substantially injurious to consumers, offends public
20 policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct
21 outweighs any alleged benefits.

22 45. Defendant violated the “fraudulent” prong of the UCL by making misrepresentations
23 about the Products, as described herein.

24 46. Plaintiff and the Subclass lost money or property as a result of Defendant’s UCL
25 violations because: (a) they would not have purchased Defendant’s Products on the same terms if the
26 true facts were known concerning the Products’ quantities; and (b) Defendant’s Products did not have
27 the characteristics, uses, benefits, or quantities as promised.

1 and fraudulent business practices; reasonable attorneys' fees and costs under California Code of Civil
2 Procedure § 1021.5; and other appropriate and equitable relief.

3 **FIFTH COUNT**

4 **Fraud**

5 56. Plaintiff incorporates by reference the allegations contained in all preceding
6 paragraphs of this Complaint.

7 57. Plaintiff brings this claim individually on behalf of the Class and Subclass members
8 against Defendant.

9 58. As discussed above, Defendant provided Plaintiff and Class members with false or
10 misleading material information and failed to disclose material facts about the Products including
11 misrepresenting that the Products contained a certain number of sheets of paper towels when they did
12 not.

13 59. The misrepresentations and omissions made by Defendant, upon which Plaintiff and
14 Class members reasonably and justifiably relied, were intended to induce and actually induced
15 Plaintiff and the Class and Subclass members to purchase the Products.

16 60. The fraudulent actions of Defendant caused damage to Plaintiff and Class and
17 Subclass members, who are entitled to damages and other legal and equitable relief as a result.

18 **SIXTH COUNT**

19 **Violation of the Magnuson-Moss Warranty Act,
20 15 U.S.C. §§ 2301, *et seq.***

21 61. Plaintiff incorporates by reference the allegations contained in all preceding
22 paragraphs of this Complaint.

23 62. Plaintiff brings this claim individually and on behalf of the Class and Subclass
24 members against Defendant.

25 63. The Products are consumer products as defined in 15 U.S.C. § 2301(1).

26 64. Plaintiff and the Class and Subclass members are consumers as defined in 15 U.S.C.
27 § 2301(3).

28 65. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).

1 f. That the Court grant such other and further relief as may be just and proper.

2 **DEMAND FOR JURY TRIAL**

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

5
6 Dated: April 8, 2022

Respectfully submitted,

7 **BURSOR & FISHER, P.A.**

8 By: /s/ L. Timothy Fisher
9 L. Timothy Fisher

10 L. Timothy Fisher (State Bar No. 191626)
11 Brittany S. Scott (State Bar No. 327132)
12 Sean L. Litteral (State Bar No. 331985)
13 1990 North California Blvd., Suite 940
14 Walnut Creek, CA 94596
15 Telephone: (925) 300-4455
16 Facsimile: (925) 407-2700
17 E-Mail: ltfisher@bursor.com
bscott@bursor.com
slitteral@bursor.com

18 *Attorneys for Plaintiff*

