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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(Oakland Division)**

**TRACY BARRETT, LAURA  
HARMAN, MARILYN MOORE-  
BUICE**, individually and on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

**THE CLOROX COMPANY, BURT'S  
BEES, INC., and THE BURT'S BEES  
PRODUCT COMPANY,**

Defendant.

Case No.: \_\_\_\_\_

**Jury Trial Demanded**

**CLASS ACTION COMPLAINT**

**CLASS ACTION COMPLAINT**

1  
2 Plaintiffs Tracy Barrett, Laura Harman, and Marilyn Moore-Buice (“Plaintiffs”) bring this  
3 Class Action Complaint against Defendants The Clorox Company, Burt’s Bees, Inc. and The  
4 Burt’s Bees Products Company (collectively “Burt’s Bees” or “Defendants”), individually and on  
5 behalf of all others similarly situated, and complain and allege upon personal knowledge as to  
6 themselves and their own acts and experiences and, as to all other matters, upon information and  
7 belief, including investigation conducted by their attorneys:  
8

9 **NATURE OF THE ACTION**

10 1. This is a civil class action brought by Plaintiffs on behalf of all consumers who  
11 purchased certain Burt’s Bees Lip Products, which are marketed as clean and natural beauty  
12 products for normal, everyday use, but which Plaintiffs’ independent laboratory testing has  
13 confirmed contain harmful per- and polyfluoroalkyl substances (“PFAS”) (collectively “PFAS  
14 Products” or “Products”).<sup>1</sup>  
15

16 2. The Burt’s Bees brand differentiates itself in the highly competitive beauty and lip  
17 care market by uniformly advertising its products as containing “ingredients from nature,” using  
18 “responsible sourcing,” and which are “consciously crafted with ingredients from nature to nourish  
19 and revitalize your skin.”<sup>2</sup> In fact, Defendants represent that they formulate the Products  
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23 <sup>1</sup> The action concerns all Burt’s Bees products that contain PFAS, including but not limited to Lip  
24 Shimmer, Lip Shine, Nourishing Mascara, Satin Lipstick, and Matte Stick. As alleged herein,  
25 Defendants conceal the inclusion of PFAS in the Products from consumers. Accordingly,  
26 discovery will reveal the exhaustive list of substantially similar Burt’s Bees products that are  
27 included in this action.

28 <sup>2</sup> *Values*, BURT’S BEES, <https://www.burtsbees.com/values/> (last visited March 10, 2022).

1 “without... chemicals of concern,”<sup>3</sup> and with a mission to make “clean conscious skin care more  
2 inclusive.”<sup>4</sup>

3 3. With regard to “Responsible Sourcing,”<sup>5</sup> Burt’s Bees commits that they “invest  
4 globally in communities that support our supply chain, *helping to safeguard access to clean water,*  
5 support the empowerment of women and children, and *promote health, safety and biodiversity.*”<sup>6</sup>.

7 4. Burt’s Bees claims to “hold ourselves to higher standards and are working to elevate  
8 standards across our industry for quality and transparency.”<sup>7</sup> In fact, they likewise claims they  
9 are instrumental in the development of the “first and only” standard for the definition of natural  
10 ingredients<sup>8</sup>:

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14  
15 <sup>3</sup> *Id.*

16 <sup>4</sup> Burt’s Bees, *Up Close with Burt’s Bees Skin Care, Balm & More, Consciously Made Since*  
17 *1984*, YOUTUBE (Dec. 1, 2021), <https://www.youtube.com/watch?v=-SzdUckYY1U>.

18 <sup>5</sup> *Values*, *supra* note 2.

19 <sup>6</sup> *2020 Impact Report*, BURT’S BEES 13, [https://www.burtsbees.com/on/demandware.static/-](https://www.burtsbees.com/on/demandware.static/-/Sites-burtsbees-Library/default/dwcf002a3d/redesign/about-us-landing/313081_BB_CORP_SustReport2020_21.02.05.pdf)  
20 [/Sites-burtsbees-Library/default/dwcf002a3d/redesign/about-us-](https://www.burtsbees.com/on/demandware.static/-/Sites-burtsbees-Library/default/dwcf002a3d/redesign/about-us-landing/313081_BB_CORP_SustReport2020_21.02.05.pdf)  
21 [landing/313081\\_BB\\_CORP\\_SustReport2020\\_21.02.05.pdf](https://www.burtsbees.com/on/demandware.static/-/Sites-burtsbees-Library/default/dwcf002a3d/redesign/about-us-landing/313081_BB_CORP_SustReport2020_21.02.05.pdf) (last visited March 10, 2022)  
22 (emphasis added).

23 <sup>7</sup> *Id.* at 18.

24 <sup>8</sup> *Id.* at 18. ISO 16128 Scope states that “[t]his document describes approaches to calculate  
25 natural, natural origin, organic and organic origin indexes that apply to the ingredient  
26 categories defined in ISO 16128-1. This document also offers a framework to determine the  
27 natural, natural origin, organic and organic origin content of products based on the ingredient  
28 characterization.” *Id.*

1 **ISO 16128 & Natural Origin**

2 Even with the growth in the natural personal care category, we still lack  
3 global regulatory definitions for natural ingredients and products.

4 **We helped advance the development of the first and only**  
5 **international consensus-based guidelines for natural and**  
6 **organic cosmetic products: International Organization for**  
7 **Standardization (ISO) 16128.**

8 We believe ISO 16128 will help provide uniform criteria for the industry  
9 and we're applying it across our products to guide our calculation of  
10 natural origin percentage, which we have long made a point to include  
11 on the front our packaging.

12 5. Likewise, Burt's Bees claims their Lip Products are "100% natural,"<sup>9</sup> and that  
13 "we've made it a priority to clearly state the percentage of ingredients derived from nature on our  
14 product labels."<sup>10</sup> The Lip Products packaging likewise claim to be of "100% natural origin."<sup>11</sup>

15 6. Similarly, Burt's Bees goes so far as to represent that it maintains strict supply  
16 chain standards, including third-party auditing and involvement in several supply chain programs  
17 and other groups. Specifically, Burt's Bees claims they are "*investing in traceable, transparent*  
18 *and resilient supply chains* to support the livelihoods of the people in the communities where we  
19 source our ingredients."<sup>12</sup>

20  
21  
22 <sup>9</sup> See, e.g., *Lip Shimmer*, BURT'S BEES, <https://www.burtsbees.com/product/lip-shimmer/VM-37499-00-1.html> (last visited April 5, 2022).

23  
24 <sup>10</sup> *Transparency in Natural Beauty*, BURT'S BEES, <https://www.burtsbees.com/content/new-global-guidelines-for-natural-cosmetics/iso-guidelines.html> (last visited March 10, 2022).

25  
26 <sup>11</sup> See, e.g., *Burt's Bees Lip Shimmer*, TARGET, <https://www.target.com/p/burt-s-bees-lip-shimmer/-/A-14132435> (last visited March 11, 2022).

27  
28 <sup>12</sup> *Transparency in Natural Beauty*, *supra* note 11.

1           7. Reasonable consumers, therefore, fairly and reasonably understand that Burt’s Bees  
2 products, including specifically its Lip Products, which are marketed as clean, conscious, 100%  
3 natural, free of chemicals of concern, and environmentally sustainable (collectively the  
4 “Challenged Statements”), would not contain human-made chemicals like PFAS.

5           8. As a result of its marketing campaign, over the course of several decades, Burt’s  
6 Bees brand of Lip Products has unfairly gained the trust of thousands, if not millions, of consumers,  
7 who reasonably believe that Burt’s Bees products, including the Lip Products, are made without  
8 non-clean or non-natural ingredients, such as PFAS. Consumers, including Plaintiffs, relied upon  
9 the Burt’s Bees reputation and its supporting representations when they purchased the products.  
10

11           9. Globally, the clean beauty market is estimated to reach \$22 billion by 2024,  
12 becoming a fast-growing category within the cosmetics industry.<sup>13</sup> It is no surprise that cosmetic  
13 companies, like Defendants, are eager to garner market share in the incredibly lucrative and  
14 expanding “clean beauty” movement. In fact, Burt’s Bees touts that “more than 22 million  
15 households use our products every day.”<sup>14</sup>  
16

17           10. The clean beauty movement has caused a revolution in the beauty industry, and is  
18 the result of increased demand for “clean” products that contribute to the industry’s overall health  
19 and wellness goals. Over the last 10-15 years, clean beauty products have emerged as key players  
20 in the ever-growing cosmetics market, leading companies, such as Defendants, to set themselves  
21 apart with attractive marketing claims, even if those claims are unsupported by what is actually in  
22 the product.  
23

24  
25 <sup>13</sup> Kristin Larson, *Shopper Demand for Clean Beauty and Increased Transparency Continues*,  
26 FORBES (June 30, 2021, 6:47 PM),  
27 [https://www.forbes.com/sites/kristinlarson/2021/06/30/shopper-demand-for-clean-beauty-and-  
increased-transparency-continues/](https://www.forbes.com/sites/kristinlarson/2021/06/30/shopper-demand-for-clean-beauty-and-increased-transparency-continues/).

28 <sup>14</sup> 2020 *Impact Report*, *supra* note 6 at 18.

1 11. Defendants know that consumers are focused on what they put on their face – and  
2 specifically, their lips, and how the products they use impact the environment.<sup>15</sup>

3 12. Consumers pay for Burt’s Bees’ self-proclaimed clean and 100% natural Lip  
4 Products based upon Defendants’ pervasive marketing that centers on the importance of using  
5 clean and “100% natural” ingredients, which are responsibly sourced, and environmentally  
6 sustainable.  
7

8 13. Through Burt’s Bees’ “100% natural ingredient” and “origin” campaign,  
9 Defendants capitalize on ever increasing consumer demand for clean beauty products, which are  
10 generally understood to have eliminated ingredients shown or suspected to be harmful to human  
11 health. This is especially true because, again, Burt’s Bees represents that its products are made  
12 “without... chemicals of concern.”<sup>16</sup>  
13

14 14. However, Defendants do not disclose that the Lip Products contain PFAS, a  
15 chemical which is entirely inconsistent with its clean beauty, 100% natural, and free of chemicals  
16 of concern campaign, the disclosure of which would inevitably impact its sales and standing in the  
17 rapidly growing clean beauty market. Defendants’ failure to disclose the presence of PFAS in the  
18 Lip Products is driven by Defendants’ desire to maximize sales revenue.

19 15. In reality, Plaintiffs’ independent testing has confirmed that the PFAS Products are  
20 not manufactured consistent with the Challenged Statements as they contain potentially harmful  
21 chemicals.  
22

23  
24  
25 <sup>15</sup> *The Clean Beauty Trend is More Than Skin Deep*, NIELSENIQ (July 29, 2021),  
26 [nielseniq.com/global/en/insights/education/2021/the-clean-beauty-trend-is-more-than-skin-  
27 deep/](https://nielseniq.com/global/en/insights/education/2021/the-clean-beauty-trend-is-more-than-skin-deep/).

28 <sup>16</sup> *Id.*

1           16. Plaintiffs likewise tested a large sampling of other Burt's Bees products, including  
2 the All Aflutter Mascara, Defining Eyeliner, eye shadow, lip and cheek stick, liquid lipstick, blush,  
3 moisturizer, and concealer; however, no PFAS was detected in those products. Thus, Burt's Bees  
4 is capable of formulating, sourcing and selling its Lip Products without PFAS.

5           17. The presence of PFAS in the Lip Products is inconsistent with the Burt's Bees brand  
6 name and its uniform, pervasive clean, 100% natural beauty marketing and advertising campaign,  
7 which leads reasonable consumers to believe that the Lip Products do not contain potentially  
8 harmful chemicals that pose a risk to humans and the environment. No reasonable consumer would  
9 deem the PFAS Products consistent with the Challenged Statements if they knew the Products  
10 contain harmful PFAS.

11           18. Defendants' misconduct is uniform and widespread. Defendants formulate, design,  
12 manufacture, market, advertise, distribute, and sell their Burt's Bees-branded Lip Products  
13 containing PFAS to consumers throughout the United States.

14           19. Defendants distribute and sell the Burt's Bees line of cosmetics, including the PFAS  
15 Products, on its Burt's Bees website, in its Burt's Bees retail stores, and through various authorized  
16 brick-and-mortar and online retailers such as Ulta Beauty, Whole Foods, Amazon, Target, CVS,  
17 Walgreens, Walmart, and other numerous other retailers.

18           20. Defendants do not disclose on their website, in the ingredients, on the packaging,  
19 or in any other manner, that the Lip Products contain PFAS; however, Plaintiffs independently  
20 tested the Lip Products purchased, and each contained PFAS.

21           21. Defendants' concealment of this material information makes its false, deceptive  
22 and misleading marketing even more egregious.

23           22. Defendants' misrepresentations are intentional, or otherwise entirely careless, and  
24 render the PFAS Products worthless or less valuable. If Defendants had disclosed to Plaintiffs and  
25

1 putative Class Members that the PFAS Products contained PFAS, Plaintiffs and putative Class  
2 Members would not have purchased the PFAS Products or they would have paid less for it.

3 23. Alternative formulation, designs and materials were available to Defendants at the  
4 time it formulated, designed and manufactured the PFAS Products—including that used in its other  
5 non-PFAS product—and such alternative formulations and designs were and are used by other  
6 manufacturers to produce and sell clean, natural makeup.

7  
8 24. Plaintiffs seek damages and equitable remedies for themselves and for the proposed  
9 Classes.

10 **JURISDICTION AND VENUE**

11 25. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §  
12 1332 of the Class Action Fairness Act of 2005 because: (1) there are 100 or more putative Class  
13 Members; (ii) the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest  
14 and costs; and (iii) there is minimal diversity because Plaintiffs and Defendants are citizens of  
15 different states. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant  
16 to 28 U.S.C. § 1367.

17  
18 26. This Court has personal jurisdiction over Defendants because Defendants are  
19 headquartered in this District, have substantial aggregate contacts with this District, including  
20 engaging in conduct such as misrepresentations and omissions that have a direct, substantial,  
21 reasonably foreseeable, and intended effect of causing injury to persons throughout the United  
22 States, and purposely availed itself of the laws of the United States and the State of California.

23  
24 27. In accordance with 28 U.S.C. § 1391, venue is proper in this District because a  
25 substantial part of the conduct giving rise to Plaintiffs' claims occurred in this District, Defendants  
26 transact business in this District, and Defendants have intentionally availed itself of the laws and  
27 markets within this District.



**DIVISIONAL ASSIGNMENT**

1  
2 28. Pursuant to N.D. Cal. Civ. L.R. 3-2(c), (d), and 3-5(b), this Action is properly  
3 assigned to the Oakland division because a substantial part of the events and omissions which give  
4 rise to the claim occurred in Alameda County where Defendants’ principal place of business is  
5 located.

**PARTIES**

6  
7  
8 29. Plaintiff Tracy Barrett is a resident and citizen of Fresno, California, who purchased  
9 and used the PFAS Products within the relevant time period.

10 30. Plaintiff Laura Harman is a resident and citizen of Copemish, Michigan, who  
11 purchased and used the PFAS Products within the relevant time period.

12 31. Plaintiff Marilyn Moore-Buice is a resident and citizen of Fayetteville, Georgia,  
13 who purchased and used the PFAS Products within the relevant time period.

14 32. Defendant The Clorox Company is incorporated in Delaware, with its principal  
15 place of business located at 1221 Broadway, Oakland, California 94612.

16  
17 33. Defendant The Burt’s Bees Products Company is incorporated in Delaware, with  
18 its principal place of business located at 1221 Broadway, Oakland, California 94612.

19 34. Defendant Burt’s Bees, Inc. is incorporated in Delaware, with its principal place of  
20 business located at 1221 Broadway, Oakland, California 94612.

**FACTUAL ALLEGATIONS**

**Burt’s Bees Cosmetics**

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23  
24 35. Founded in the 1980’s, Burt’s Bees quickly became a household name for clean  
25 and natural products, including lip balms and other lip products. Today, Burt’s Bees products,  
26  
27  
28

1 including the PFAS Products, are in “more than 22 million households use our products every  
2 day.”<sup>17</sup>

3 36. Burt’s Bees products are sold online, and at mass market beauty retailers, grocery  
4 stores, pharmacies, restaurants, and numerous other stores in the United States, including the  
5 Burt’s Bees website, and other brick-and-mortar and online retailers including Ulta Beauty, Whole  
6 Foods, Amazon, Target, CVS, Walgreens, and Walmart.

7  
8 37. Defendant The Clorox Company acquired the Burt’s Bees brand in 2007 for a  
9 reported amount of \$925 million.<sup>18</sup>

10 38. Before and following this acquisition, Burt’s Bees has represented to consumers  
11 that it is committed to nature and environmentally sustainable products. To that end, it represents  
12 that it honors the environmental consciousness of its co-founder Roxanne Quimby, and follows in  
13 her footsteps by “by using the best ingredients from nature, and in turn respecting nature so we  
14 can all live well.”<sup>19</sup> In its recent 2020 Impact Report, Burt’s Bees re-emphasised that commitment  
15 by stating<sup>20</sup>:

16  
17 At the very core of Burt’s Bees’ beliefs is this simple truth: Because we take from  
18 nature, we must work to preserve and protect it. We choose the best and most  
19 powerful ingredients from nature to formulate our products, so it’s incumbent upon  
20 us to find ways to give back and preserve nature’s incredible diversity, vitality and  
21 beauty... We can reinforce the fact that nature is a remedy through every phase of  
22 our work, *from the supply chain to product formulation to packaging choices to*  
23 *community partnerships.*

24 <sup>17</sup> 2020 Impact Report , *supra* note 6 at 18.

25 <sup>18</sup> Clorox to Buy Burt’s Bees, FORBES, [https://www.forbes.com/2007/10/31/clorox-burts-bees-](https://www.forbes.com/2007/10/31/clorox-burts-bees-markets-equity-ex_af_1031markets15.html?sh=702ea96a79ba)  
26 [markets-equity-ex\\_af\\_1031markets15.html?sh=702ea96a79ba](https://www.forbes.com/2007/10/31/clorox-burts-bees-markets-equity-ex_af_1031markets15.html?sh=702ea96a79ba) (last visited March 11, 2022).

27 <sup>19</sup> *Our Story*, BURT’S BEES, <https://www.burtsbees.com/our-story/> (last visited March 10, 2022).

28 <sup>20</sup> 2020 Impact Report, *supra* note 6 at 4 (emphasis added).

1 39. From the time of acquisition until the present, Defendants have continued to  
2 grow—and profit from—Burt’s Bees’ well-established position as a leader in the clean, natural  
3 beauty market.

4 40. Allura reported in 2018, that its lip balm was so popular that it had more than 1,000  
5 5-star ratings on Target’s website, and that “[a] tube is sold once every *second*,” equating to “86,400  
6 lip balms a day,” “600,000 Burt buys per week,” and “[a]lmost 31.5 million lip balms sold every  
7 year!”<sup>21</sup>

8 41. In 2019, it was reported that Burt’s Bees had the lionshare of the lip product market,  
9 with Burt’s Bees having “generated 19.3 percent of lip balm/treatment sales in the United States,”  
10 exceeding other well-known brands including Chapstick, Carmex, Blistex, Vaseline, and others.<sup>22</sup>

11 42. Since its introduction into the consumer marketplace, and continuing since  
12 Defendant The Clorox Company’s acquisition, the brand’s entire marketing focus has centered on  
13 promotion of its clean, natural ingredient message.  
14

15  
16 **PFAS**

17 43. PFAS are a category of highly persistent and potentially harmful human-made  
18 chemicals.<sup>23</sup>  
19  
20

21  
22 <sup>21</sup> Macaela Mackenzie, *Burt’s Bees Beeswax Lip Balm Has More Than 1,000 Five-Star Ratings*  
23 *on Target’s Website*, ALLURE (Dec. 15, 2018), [https://www.allure.com/story/burts-bees-](https://www.allure.com/story/burts-bees-beeswax-lip-balm-sold-every-second)  
24 [beeswax-lip-balm-sold-every-second](https://www.allure.com/story/burts-bees-beeswax-lip-balm-sold-every-second).

25 <sup>22</sup> *Dollar Sales Share of the Leading Lip Balm/Treatment Brands in the United States in 2019*,  
26 STATISTA, [https://www.statista.com/statistics/463377/us-dollar-sales-share-of-leading-lip-](https://www.statista.com/statistics/463377/us-dollar-sales-share-of-leading-lip-balm-treatment-brands/)  
27 [balm-treatment-brands/](https://www.statista.com/statistics/463377/us-dollar-sales-share-of-leading-lip-balm-treatment-brands/) (last visited March 11, 2022).

28 <sup>23</sup> *PFAS Explained*, EPA, <https://www.epa.gov/pfas/pfas-explained> (last visited Nov. 27, 2021).

1           44. While there are thousands of varieties of PFAS chemicals in existence, all PFAS  
2 contain carbon-fluorine bonds—one of the strongest in nature—which makes them highly  
3 persistent in the environment and in human bodies.<sup>24</sup>

4           45. PFAS chemicals are sometimes called “forever chemicals” and have been  
5 associated with a variety of negative health effects for humans and the environment.

6           46. Humans can be exposed to PFAS through a variety of ways, including ingestion,  
7 inhalation, and skin absorption.<sup>25</sup>

8           47. According to the FDA, PFAS are “intentionally added” to products such as lotions,  
9 cleansers, nail polish, shaving cream, foundation, lipstick, eyeliner, eyeshadow, and mascara “to  
10 condition, smooth or make skin appear shiny.”<sup>26</sup> PFAS are also added to cosmetics to increase  
11 their durability and water resistance.”<sup>27</sup>

12  
13  
14           48. By law, all ingredients contained within cosmetics are required to be listed on the  
15 product label, in descending order of magnitude.

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18  
19  
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21           <sup>24</sup> *Per- and Polyfluoroalkyl Substances (PFAS)*, NATIONAL TOXICOLOGY PROGRAM,  
22 <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last visited Nov. 27, 2021).

23           <sup>25</sup> *Id.*

24           <sup>26</sup> Sandee LaMotte, *Makeup may Contain Potentially Toxic Chemicals Called PFAS, Study Finds*,  
25 CNN (June 15, 2021, 7:46 PM), <https://www.cnn.com/2021/06/15/health/makeup-toxic-chemicals-wellness/index.html>.

26  
27           <sup>27</sup> Heather Whitehead et al., *Fluorinated Compounds in North American Cosmetics*, ENVIRON.  
28 SCI. TECHNOL. LETT. (June 15, 2021), <https://pubs.acs.org/doi/10.1021/acs.estlett.1c00240>.

1 49. Common names for PFAS found in cosmetics include PTFE  
2 (polytetrafluoroethylene), perfluorooctyl triethoxysilane, perfluorononyl dimethicone,  
3 perfluorodecalin, and perfluorohexane.

4 50. In order to assess the potential health and environmental risk of PFAS in cosmetics,  
5 a study was conducted in June 2021 entitled “Fluorinated Compounds in North American  
6 Cosmetics” (the “Study”). The Study analyzed more than 231 cosmetic products purchased in the  
7 United States and Canada to determine the presence of PFAS.<sup>28</sup>

8 51. The Study explained likely reasons for the use of PFAS in makeup<sup>29</sup>:

9 PFAS are used in cosmetics due to their properties such hydrophobicity and film-  
10 forming ability, which are thought to increase product wear, durability, and  
11 spreadability. Additional claimed benefits are increased skin absorption of the  
12 product and improvements in the appearance or texture of skin.

13 52. Despite being required by the US Food and Drug Administration to list all  
14 ingredients present in cosmetics, the Study found some 88% of the tested products failed to  
15 disclose on their labels any ingredients that would explain those chemical markers.

16 53. In order to analyze the presence of PFAS, the Study used a marker for PFAS—the  
17 chemical fluorine, which is different than the inorganic fluorine added to drinking water.

18 54. “We found fluorine as a surrogate for PFAS was in all sorts of cosmetics. We didn’t  
19 expect almost every cosmetic to light up like it did,” said study author, Graham Peaslee, a professor  
20 of physics, chemistry and biochemistry at the University of Notre Dame.<sup>30</sup>

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26 <sup>28</sup> *Id.*

27 <sup>29</sup> *Id.*

28 <sup>30</sup> LaMotte, *supra* note 28.

1 55. The Study concluded that more than three-quarters of waterproof mascara, nearly  
2 two-thirds of foundations and liquid lipsticks, and more than half of eye and lip products had high  
3 fluorine concentrations, indicating PFAS were likely present.

4 56. In addition, samples from 29 of the products with the highest levels of fluorine were  
5 sent to an outside lab for an in-depth analysis that could identify 53 specific PFAS chemicals. The  
6 analysis found each of those 29 products contained at least four PFAS chemicals of concern.

7  
8 57. In 28 of the 29 products—like the PFAS Products here—PFAS chemicals were not  
9 disclosed on the label.

10 **Risks Associated with PFAS in Cosmetics**

11 58. “PFAS in cosmetics may pose a risk to human health through direct and indirect  
12 exposure, as well as a risk to ecosystem health throughout the lifecycle of these products.”<sup>31</sup>

13 59. Of particular concern with PFAS utilized in cosmetics “is that these classes of  
14 cosmetics are applied close to the eyes *and the mouth*, which could increase exposure and hence  
15 risk due to enhanced absorption and ingestion.”<sup>32</sup>

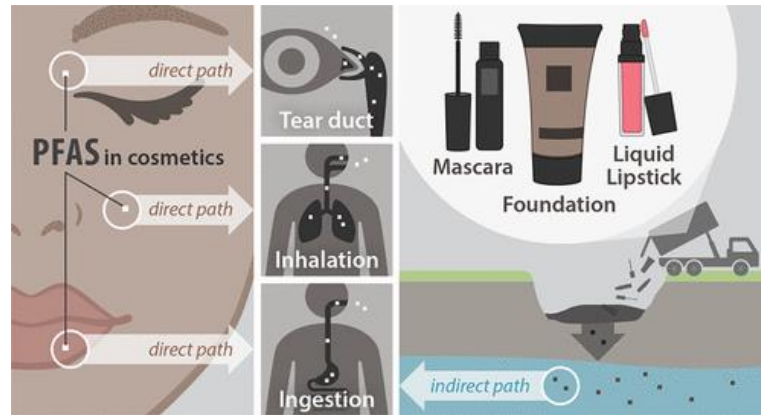
16  
17 60. As skin is the body’s largest organ,<sup>33</sup> subjecting it to absorption of PFAS through  
18 foundation and concealers is very concerning.

19 61. A figure utilized in the Study demonstrates how PFAS in cosmetics are introduced  
20 to the human body:  
21

22  
23  
24 \_\_\_\_\_  
25 <sup>31</sup> Whitehead et al., *supra* note 29.

26 <sup>32</sup> *Id.* (emphasis added).

27 <sup>33</sup> Gary Swann, *The Skin is the Body’s Largest Organ*, J. OF VISUAL COMM. IN MED. (Volume 33,  
28 November 19, 2010), <https://doi.org/10.3109/17453054.2010.525439>.



62. As one blogger noted, in quoting a notable dermatologist<sup>34</sup>:

Unfortunately, the technological innovations that PFAS helped create also came with a price: Serious health effects. Jennifer Herrmann, MD, FAAD, a board certified, fellowship-trained dermatologist and dermatologic surgeon at Moy Fincher Chipps Facial Plastics / Dermatology, says that PFAS may impact “increased cholesterol, liver inflammation, increased blood pressure in pregnancy, decreased birth rate of children, decreased vaccine response in children, and increased risk of kidney or testicular cancer.”

63. In 2018, Denmark’s EPA performed a “Risk assessment of fluorinated substances in cosmetic products.” As noted in the assessment:

This project is part of the Danish Environmental Protection Agency’s chemical initiative, with the aim of assessing consumers’ exposure to problematic chemistry... The purpose of this project is to build knowledge of fluorinated substances in cosmetic products and to clarify whether the use of cosmetic products containing certain fluorinated substances presents a health risk to consumers. The project focuses on perfluoroalkyl and polyfluoroalkyl substances (PFAS), which are also denoted fluoroalkyl substances. PFAS and other fluorinated compounds are used in a variety of cosmetic products such as foundation, moisturizer, eyeshadow, powder, lipstick and shaving cream.

64. As the study explained, cosmetics are “‘leave-on’ products, *i.e.*, they are intended to stay on the skin all day, *with a consequently greater exposure expected compared to other*

<sup>34</sup> Marie Lodi, “Forever Chemicals” & Cosmetics: What You Need To Know About PFAS, ROSE INC, [https://www.roseinc.com/blogs/education/pfas-forever-chemicals-cosmetics-makeup-explainer?\\_pos=1&\\_sid=6962ca83a&\\_ss=r](https://www.roseinc.com/blogs/education/pfas-forever-chemicals-cosmetics-makeup-explainer?_pos=1&_sid=6962ca83a&_ss=r) (last visited Nov. 27, 2021).

1 *product types that are intended to be washed off immediately after application* (‘rinse-off’  
2 products)’” (emphasis added).

3 65. The study further noted, “Dermal absorption is set conservatively at 70%. As  
4 mentioned earlier, the value is based on a study (Franko et al., 2012) which showed that  
5 approximately 25% PFOA (as acid) was absorbed through the skin and that 45% of the substance  
6 was retained in the epidermis.”

7  
8 66. In a 2019 study, the U.S. Department of Health and Human Services’ National  
9 Toxicology Program found that PFAS has adverse effects on human organ systems, with the  
10 greatest impact seen in the liver and thyroid hormone.<sup>35</sup>

11 67. A figure from the European Environmental Agency (“EEA”) shows the “[e]ffects  
12 of PFAS on human health”<sup>36</sup>:  
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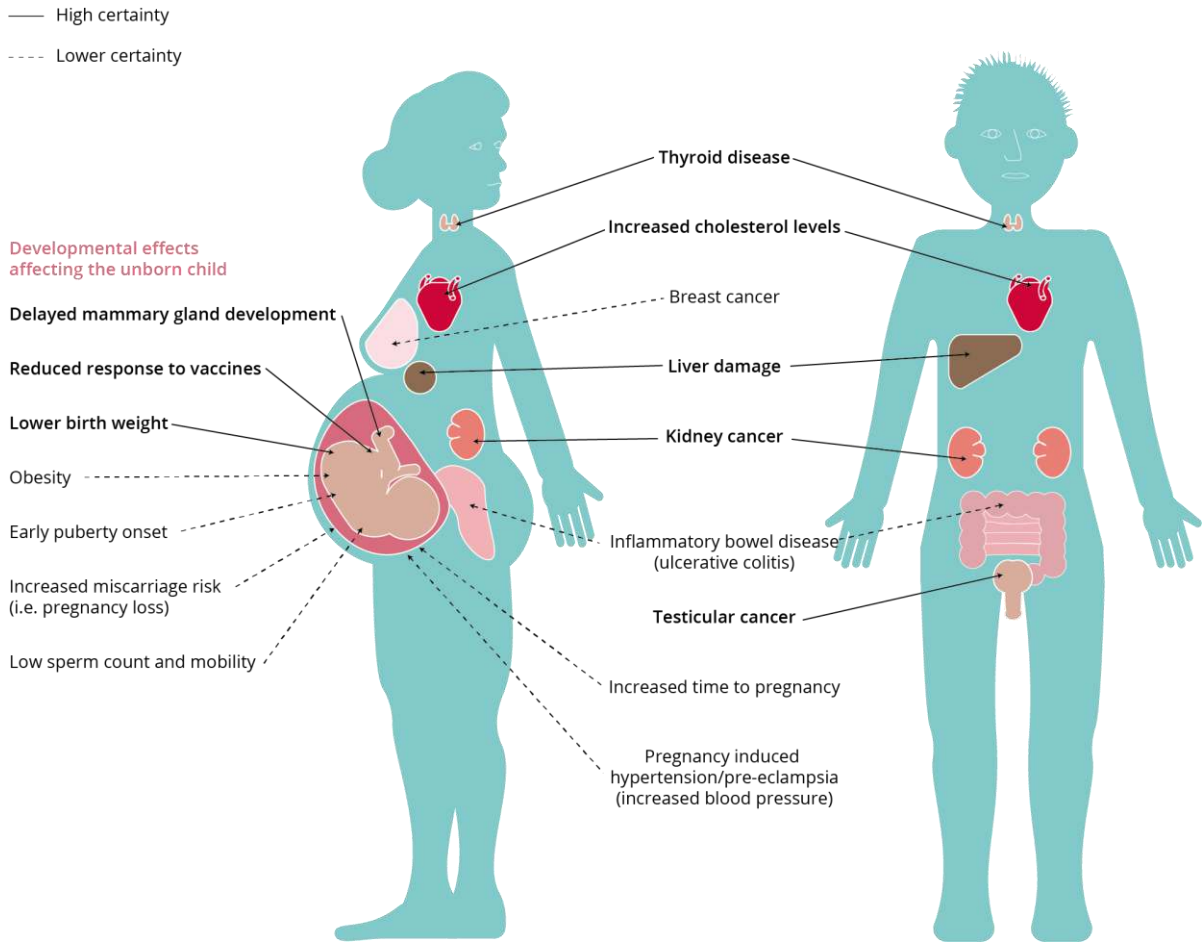
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24 <sup>35</sup> *PFAS Explained*, *supra* note 25.

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26 <sup>36</sup> *Emerging chemical risks in Europe — ‘PFAS’*, EUROPEAN ENVIRONMENT AGENCY (Dec. 12,  
27 2019, last modified Mar. 9, 2021), <https://www.eea.europa.eu/publications/emerging-chemical-risks-in-europe>.  
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68. The EEA article further explained that “[p]eople most at risk of adverse health impacts are those exposed to high levels of PFAS, and vulnerable population groups such as children and the elderly.”<sup>37</sup>

69. The Center for Disease Control’s Agency for Toxic Substances and Disease Registry has recognized that exposure to high levels of PFAS may impact the immune system and reduce antibody responses to vaccines.<sup>38</sup>

<sup>37</sup> *Id.*

<sup>38</sup> *What are the health effects of PFAS?*, AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY, <https://www.atsdr.cdc.gov/pfas/health-effects/index.html> (last visited Nov. 27, 2021).

1           70.     The danger of PFAS chemicals is well known. On September 20, 2020, a *New York*  
 2 *Times* article titled, “These Everyday Toxins May Be Hurting Pregnant Women and Their Babies,”  
 3 reported on the dangers of PFAS—particularly during gestation and in early childhood  
 4 development<sup>39</sup>:

5           Scientists think these widely used industrial chemicals may harm pregnant women  
 6 and their developing babies by meddling with gene regulators and hormones that  
 7 control two of the body’s most critical functions: metabolism and immunity.

8           More disturbing, PFAS can also alter levels of both mothers’ and babies’ thyroid  
 9 hormones, which oversee brain development, growth and metabolism, and also  
 10 play a role in immunity. Prenatal PFAS exposures that disrupt metabolism and  
 11 immunity may cause immediate and lasting effects on both mother and child.  
 12 Women exposed to PFAS during pregnancy have higher risks of gestational  
 13 diabetes and pre-eclampsia, a type of high blood pressure. Their babies are more  
 14 likely to undergo abnormal growth in utero, leading to low birth weight, and later  
 15 face increased risk of childhood obesity and infections.

16           71.     Additionally, according to the EEA:

17           Costs to society arising from PFAS exposure are high, with the annual health-  
 18 related costs estimated to be EUR 52-84 billion across Europe in a recent study  
 19 (Nordic Council of Ministers, 2019). The study notes that these costs are likely  
 20 underestimated, as only a limited range of health effects (high cholesterol,  
 21 decreased immune system and cancer) linked to exposure to a few specific PFAS  
 22 were included in the estimates.

23           72.     This analysis has yet to be performed in the United States; however, there is no  
 24 reason to believe the conclusions would differ.

25           73.     “The Madrid Statement,” a scientific consensus regarding the persistence and  
 26 potential for harm of PFAS substances issued by the Green Science Policy Institute and signed by  
 27 more than 250 scientists from 38 countries, recommended the following actions in order to mitigate  
 28 future harm: (1) discontinuing use of PFAS where not essential or safer alternatives exist; (2)

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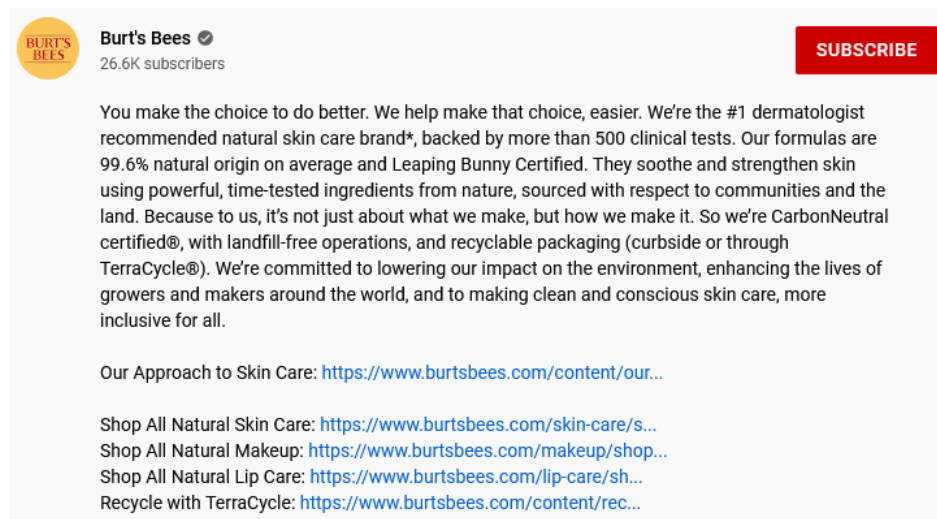
39 Liza Gross, *These Everyday Toxins may be Hurting Pregnant Women and Their Babies*, N.Y.  
 TIMES (Sept. 23, 2020, updated Oct. 18, 2021),  
<https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html>.

1 labeling products containing PFAS; and (3) encouraging retailers and individual consumers to  
2 avoid products containing or manufactured using PFAS whenever possible.<sup>40</sup>

### 3 **Burt's Bees' Representations**

4 74. Defendants are well aware of consumer demand for personal care products that are  
5 free from ingredients suspected or known to cause harm to humans and the environment, which is  
6 why it has consistently marketed Burt's Bees with the Challenged Statements.  
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8 75. These messages are carried through its in-store marketing, official website and  
9 online marketing campaign, including its verified Burt's Bees YouTube channel, including as  
10 follows<sup>41</sup>:



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20 76. Burt's Bees uses the Challenged Statements in every facet of its marketing,  
21 including its social media accounts wherein its accounts' "About" pages state<sup>42</sup>:

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24 <sup>40</sup> *The Madrid Statement*, GREEN SCIENCE POLICY INSTITUTE, [https://greensciencepolicy.org/our-](https://greensciencepolicy.org/our-work/science-policy/madrid-statement/)  
25 [work/science-policy/madrid-statement/](https://greensciencepolicy.org/our-work/science-policy/madrid-statement/) (last visited Nov. 27, 2021).

26 <sup>41</sup> Burt's Bees, *supra* note 4.

27 <sup>42</sup> Burt's Bees (@burtsbees), FACEBOOK, <https://www.facebook.com/burtsbees/> (last visited  
28 March 11, 2022); Burt's Bees (@burtsbees), INSTAGRAM,  
<https://www.instagram.com/burtsbees/?hl=en> (last visited March 11, 2022).

## About

[See al](#)

**i** Our products are made with ingredients from nature 🌿 with responsible sourcing 🌍, no animal testing 🚫, and recyclable packaging ♻️

**i** This is the Official Facebook Page of Burt's Bees®. Our ingredients—right down to the packaging—are simple, natural, and responsible. We practice what... [See more](#)

👍 3,338,898 people like this

📧 3,243,066 people follow this

🌐 <http://www.burtsbees.com/>

Instagram

🔍 Search

Log In

Sign Up



burtsbees



Follow



1,999 posts

578k followers

705 following

**Burt's Bees**

Brand

Our products are made with responsibly sourced ingredients from #nature, no animal testing & recyclable packaging 🐝 Shop our ✨new✨ makeup:

[burtsbees.com/makeup](https://www.burtsbees.com/makeup)

77. Burt's Bees has more than 3 million Facebook followers and 578,000 Instagram followers that it targets with its representations that the ingredients are “responsibly sourced” from “#nature.”

78. In addition to its overall clean and natural beauty campaign, Defendants further claim that the PFAS Products are 100% natural and free of chemicals of concern, even printing “100% natural origin” on the packaging:

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79. Further, Burt's Bees also represents with regard to its PFAS Products<sup>43</sup>:

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<sup>43</sup> 2020 *Impact Report*, *supra* note 6 at 15.

**EXTRA CARE:  
Responsibly Sourced Waxes, Butters & Oils**

Our 100% natural origin lip care and lip color products are packed with the most nourishing oils, waxes and butters from around the world.

We've made it a priority to connect with the communities who produce these ingredients and invest in supply chain improvements and community empowerment programs.

We've visited almost all of our wax (96%) and butter (97%) sources—and nearly half of all of our directly purchased wax, butter and oil sources globally.

80. The Burt's Bees website reinforces its "clean" and "natural" messaging with a substantial portion of the content dedicated to touting its success as a clean brand and a pioneer in the clean beauty industry.<sup>44</sup> The online marketing is directly demonstrative of the reasonable consumer's expectation when purchasing Burt's Bees—a well-calculated result of its pervasive marketing as a "clean," "natural" brand. It is then no surprise that the reasonable consumer expects the Burt's Bees products to be free from potentially harmful ingredients, such as PFAS, as Burt's Bees reinforces that expectation through its pervasive, uniform marketing campaign.

81. Based upon Burt's Bees' uniform, pervasive marketing messaging utilizing the Challenged Statements, consumers purchase the PFAS Products expecting they will receive just that—a product free from potentially harmful chemicals. Burt's Bees reinforces that message with, among others, the following representations:

- a. "100% natural" and "100% natural origin;"
- b. Made "without... chemicals of concern,"

<sup>44</sup> *The Madrid Statement*, *supra* note 42..

- 1 c. “ingredients from nature;”
- 2 d. “Responsibly sourced;”
- 3 e. “consciously crafted with ingredients from nature to nourish and revitalize your
- 4 skin.”
- 5 f. “clean conscious skin care;” and
- 6 g. “We believe in the power of ingredients from nature to nourish and revitalize skin,
- 7 which is why we work towards high formula standards, industry transformation,
- 8 and transparency.”<sup>45</sup>

8 82. Burt’s Bees go farther by representing that the products are environmentally  
9 conscious, and that they have the strictest supplier standards including:

- 10 a. “Sustainable Products with Packaging to Match;”
- 11 b. “We responsibly source the best ingredients from nature to make our products, but
- 12 we also go the distance to make sure the packages that contain them are as
- 13 sustainable as possible;”
- 14 c. “Our product standards reflect our ongoing commitment to the wellbeing of people
- 15 and the planet;”
- 16 d. “Responsible Sourcing;”
- 17 e. “We invest globally in communities that support our supply chain, helping to
- 18 safeguard access to clean water, support the empowerment of women and children,
- 19 and promote health, safety and biodiversity;”
- 20 f. “We’ve completed more than 100 visits to date to trace and monitor our key raw
- 21 materials;”<sup>46</sup>
- 22 g. “We ask tough questions and mentor our suppliers on sustainability improvements;
- 23 and we do so in order to offer products that truly exemplify The Greater Good®;”

24 \_\_\_\_\_  
25 <sup>45</sup> *83-Year-Old Cosmetics Law Needs a Makeover*, BURT’S BEES,

26 <https://www.burtsbees.com/content/personal-care-products/safety-act-and-our-actions.html>

27 (last visited March 11, 2022).

28 <sup>46</sup> *Values*, *supra* note 2.

1 h. When evaluating materials related to the “Environment,” “We evaluate potential  
2 environmental impacts including honeybee health;”<sup>47</sup> and

3 i. “Our approach includes:

- 4 • Business Partner Code of Conduct
- 5 • Supplier Self-Assessments & Site Visits
- 6 • Supplier Sustainability Plans
- 7 • Third-party Audits
- 8 • Ingredient Certification”<sup>48</sup>

9 83. It is obvious from the Burt’s Bees website, packaging, and other marketing  
10 materials that Burt’s Bees’ campaign that its products, including the PFAS Products, are (1) 100%  
11 natural; (2) free of chemicals of concern; (3) consciously formulated; (4) responsibly sourced; and  
12 (5) environmentally sustainable, or what has otherwise been referred to as the Challenged  
13 Statements, is pervasive and significant.

14 84. The obvious implication of these representations is to convince the consumer that  
15 Burt’s Bees is thoughtful and intentional about not including ingredients in its products that are  
16 harmful to humans and the environment.

17 85. However, contrary to the Burt’s Bees business model and purpose, representations,  
18 and consumer expectation of clean products, it sells its Lip Products, which contain PFAS  
19 chemicals that are known to be potentially harmful to humans and the environment.

20 86. It likewise claims to be instrumental in the development of the ISO standard on  
21 natural ingredients and sourcing therefrom: “ISO 16128-2:2017(E): Cosmetics — Guidelines on  
22 technical definitions and criteria for natural and organic cosmetic ingredients.”

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26 <sup>47</sup> *From the Source*, BURT’S BEES, [https://www.burtsbees.com/content/responsible-](https://www.burtsbees.com/content/responsible-sourcing/responsible-sourcing-asset.html)  
27 [sourcing/responsible-sourcing-asset.html](https://www.burtsbees.com/content/responsible-sourcing/responsible-sourcing-asset.html) (last visited March 11, 2022).

28 <sup>48</sup> *Id.*



1 87. Burt’s Bees likewise goes even further by representing that their “product standards  
2 will continue to exceed the criteria outlined by ISO 16128.”<sup>49</sup> It expands on those representations  
3 by stating<sup>50</sup>:

4 ISO 16128 provides clear definitions and a way for us to calculate percent natural  
5 origin. Then, we build upon that with our own product standards—ingredients we  
6 include and don’t, a minimum threshold for percent natural origin—along with all  
7 of the practices we’ve cultivated to over the years to respect and honor the  
8 relationship between people and the natural world.

9 88. Pursuant to ISO standard, 4.3.2 “Natural origin index = 1: Ingredient meets the  
10 definition of natural ingredients, constitutive water, reconstitution water, extraction water or  
11 formulation water. Extracts of natural ingredients using ingredient solvents that are natural or  
12 derived natural of wholly natural origin (according to ISO 16128-1:2016, Table A.1) have a natural  
13 origin index of 1.”

14 89. Table A.1 identifies this as follows:

15 **Table 1 — Indexes for the different categories of non-mixture ingredients**

Ingredient category	Index and value			
	Natural index	Natural origin index	Organic index	Organic origin index
Constitutive water	1	1	1b	1b
Reconstitution water	1	1	1b	1b
Extraction water, with exclusion of reconstitution water	1	1	0	0
Formulation water	1	1	0	0

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27 <sup>49</sup> *83-Year-Old Cosmetics Law Needs a Makeover*, *supra* note 47.

28 <sup>50</sup> *Transparency in Natural Beauty*, *supra* note 11.

1	Natural	1	1	0	0
2	Natural mineral	1	1	0	0
3	Organic	1	1	1b	1b
4	Derived naturala	0	>0,5	0	0
5	Derived organica	0	1	0	To be calculatedb
6	Derived minerala	0	1	0	0
7	Non-natural	0	0	0	0
8	a <a href="#">Annex A</a> shows sample index values and calculations for derived ingredients.				
9	b Only if the source material is organic. Otherwise, the value is 0.				

10  
11 90. Further, ISO provides for the determination of “natural” content in finished  
12 cosmetics products on a range of 0%-100%, with 100% natural being the maximum, or purest  
13 natural content:

## 14 **5 Approaches to determine natural and/or organic content of finished cosmetic products**

### 15 **5.1 Natural content**

#### 16 **5.1.1 General**

17  
18 The natural content of a product is the mass percentage, between 0 % and 100 %, of all natural ingredients in that product. It is calculated as the sum of the relative concentrations of a product’s ingredients multiplied by their corresponding natural indexes.  
19  
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21 91. Similarly, ISO provides for the determination of “natural” *origin* content in finished  
22 cosmetics products on a range of 0%-100%, with 100% natural being the maximum, or purest  
23 natural content:

## 24 **5.2 Natural origin content**

### 25 **5.2.1 General**

26 The natural origin content of a product is the mass percentage, between 0 % and  
27 100 %, of all natural ingredients and natural portions of derived natural ingredients  
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1 in that product. It is calculated as the sum of the relative concentrations of a  
 2 product’s ingredients multiplied by their corresponding natural origin indexes.

3 92. As explained by Burt’s Bees<sup>51</sup>:



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14 93. According to the Burt’s Bees chart, in order to be a natural ingredient, the ingredient  
 15 must be “obtained on from plants, animals, micro-biological or mineral sources and not materially  
 16 altered in processing.”

17  
18 94. While PFAS could arguably be considered a chemical modification of or  
 19 application on an ingredient, they could not have the “same chemical compositions as naturally  
 20 occurring mineral ingredients.”

21 95. Thus, PFAS are chemicals definitionally excluded from being natural, and any  
 22 product with these man-made chemicals, can likewise not be of 100% natural origin. Thus, the  
 23 representations that the PFAS Products are “100% natural” or “100% natural origin,” or that they  
 24 exceed the ISO standards Burt’s Bees participated in implementing, are patently false.  
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28 <sup>51</sup> *Transparency in Natural Beauty*, supra note 4.

1 96. Reasonable consumers would consider PFAS a harmful chemical and would not  
2 expect it would be in the PFAS Products, as evidenced by Defendants’ uniform, pervasive  
3 marketing campaign aimed at convincing consumers of the Challenged Statements.

4 97. Plaintiffs’ claims are economic in nature: Plaintiffs and the Classes were injured  
5 economically when they purchased the PFAS Products.

6 98. As alleged herein, Plaintiffs and the Classes received something worth less than  
7 what they paid for and did not receive the benefit of their bargain. They paid for the PFAS Products,  
8 which was supposed to be clean and natural, but they received neither.

9 99. No reasonable consumer would have purchased, or paid as much, for the PFAS  
10 Products had they known the products contained harmful ingredients linked to adverse health  
11 effects in humans. Even more egregious, Defendants knew that the Lip Products were  
12 manufactured with PFAS, but chose not to disclose this material information to their consumers in  
13 an effort to persuade them they were, in fact, buying clean and natural products, rather than  
14 products containing potentially harmful chemicals. Instead, they threw consumers off of the scent  
15 by representing that the PFAS Products are clean and/or natural.

16 100. No reasonable consumer would expect that a product line marketed as free of  
17 chemicals of concern would contain an ingredient like PFAS—which scientific studies  
18 indisputably link to harmful health effects in humans. Accordingly, Plaintiffs and class members  
19 suffered economic injuries as a result of purchasing the PFAS Products.

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22 **TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

23 101. Defendants have had actual knowledge for years that the PFAS Products contained  
24 potentially harmful chemicals such as PFAS.

25 102. Although Defendants was aware of the deception in its labeling given the inclusion  
26 of PFAS in its Products, it took no steps to warn Plaintiffs or Class Members of such PFAS.  
27  
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1           103. Despite its knowledge, Defendants have fraudulently concealed the fact that  
2 Products contain PFAS. Defendants had a duty to disclose the existence of the PFAS.

3           104. Defendants made, and continue to make, affirmative misrepresentations to  
4 consumers, to promote sales of the PFAS Products, including that the PFAS Products are  
5 consistent with the Challenged Statements.

6           105. Defendants concealed material facts that would have been important to Plaintiffs  
7 and Class Members in deciding whether to purchase the PFAS Products. Defendants' concealment  
8 was knowing, and they intended to, and did, deceive reasonable consumers, including Plaintiffs  
9 and Class Members. Accordingly, Plaintiffs and Class Members reasonably relied upon  
10 Defendants' concealment of these material facts and suffered injury as a proximate result of that  
11 justifiable reliance.  
12

13           106. The PFAS in the formulation, design and/or manufacture of the PFAS Products was  
14 not reasonably detectible to Plaintiffs and Class Members.  
15

16           107. At all times, Defendants actively and intentionally concealed the existence of the  
17 PFAS and failed to inform Plaintiffs or Class Members of the existence of the PFAS. Accordingly,  
18 Plaintiffs and Class Members' lack of awareness was not attributable to a lack of diligence on their  
19 part.

20           108. Defendants' statements, words, and acts were made for the purpose of suppressing  
21 the truth that the PFAS Products contained harmful chemicals.  
22

23           109. Defendants concealed the PFAS for the purpose of delaying Plaintiffs and Class  
24 Members from filing a complaint on their causes of action.

25           110. As a result of Defendants' active concealment of the PFAS and/or failure to inform  
26 Plaintiffs and Class Members of the PFAS, any and all applicable statutes of limitations otherwise  
27 applicable to the allegations herein have been tolled. Furthermore, Defendants are estopped from  
28

1 relying on any statutes of limitations in light of its active concealment of the potentially harmful  
2 and/or human-made nature of the PFAS Products.

3 111. Further, the causes of action alleged herein did not occur until Plaintiffs and Class  
4 Members discovered that the Products contained PFAS. Plaintiffs and Class Members had no  
5 realistic ability to discern that the Products contained PFAS until they learned of the existence of  
6 the PFAS. In either event, Plaintiffs and Class Members were hampered in their ability to discover  
7 their causes of action because of Defendants' active concealment of the existence and true nature  
8 of the PFAS.  
9

10 **FED. R. CIV. P. 9(b) ALLEGATIONS**  
11 **(Affirmative and By Omission)**

12 112. Although Defendants are in the best position to know what content was placed on  
13 their website(s) and in marketing materials during the relevant timeframe, and the knowledge they  
14 had regarding the PFAS and their failure to disclose the existence of PFAS in the Products to  
15 consumers, to the extent necessary, Plaintiffs satisfy the requirements of Rule 9(b) by alleging the  
16 following facts with particularity:

17 113. **WHO:** Defendants made material misrepresentations and/or omissions of fact  
18 through their labeling, website representations, social media, third-party retailers, and marketing  
19 statements, which include the Challenged Statements which omitted material information  
20 regarding harmful chemicals in the PFAS Products.

21 114. **WHAT:** Defendants' conduct here was, and continues to be, fraudulent because  
22 they omitted and concealed that the Lip Products contains PFAS, an ingredient that Defendants  
23 knew would not be deemed clean or natural by Plaintiffs and Class Members. Defendants' material  
24 misrepresentations to this end, include as follows:  
25

- 26 a. "100% natural" and "100% natural origin;"  
27 b. Made "without... chemicals of concern,"  
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- 1 c. “ingredients from nature;”
- 2 d. “Responsibly sourced;”
- 3 e. “consciously crafted with ingredients from nature to nourish and revitalize your  
4 skin.;
- 5 f. “clean conscious skin care;”
- 6 g. “We believe in the power of ingredients from nature to nourish and revitalize skin,  
7 which is why we work towards high formula standards, industry transformation,  
8 and transparency.”
- 9 h. “Sustainable Products with Packaging to Match;”
- 10 i. “We responsibly source the best ingredients from nature to make our products, but  
11 we also go the distance to make sure the packages that contain them are as  
12 sustainable as possible;”
- 13 j. “Our product standards reflect our ongoing commitment to the wellbeing of people  
14 and the planet;”
- 15 k. “Responsible Sourcing;”
- 16 l. “We invest globally in communities that support our supply chain, helping to  
17 safeguard access to clean water, support the empowerment of women and children,  
18 and promote health, safety and biodiversity;”
- 19 m. “We’ve completed more than 100 visits to date to trace and monitor our key raw  
20 materials;”
- 21 n. “product standards will continue to exceed the criteria outlined by ISO 16128.”
- 22 o. “We ask tough questions and mentor our suppliers on sustainability improvements;  
23 and we do so in order to offer products that truly exemplify The Greater Good®;”
- 24 p. When evaluating materials related to the “Environment,” “We evaluate potential  
25 environmental impacts including honeybee health;” and
- 26 q. “Our approach includes:
- 27 • Business Partner Code of Conduct
  - 28 • Supplier Self-Assessments & Site Visits
  - Supplier Sustainability Plans
  - Third-party Audits
  - Ingredient Certification”

1 Thus, Defendants' conduct deceived Plaintiffs and Class Members into believing that the PFAS  
2 Products is clean, natural, responsibly sourced and environmentally sustainable. Defendants knew  
3 or should have known this information is material to reasonable consumers, including Plaintiffs  
4 and Class Members in making their purchasing decisions, yet they continued to pervasively market  
5 its PFAS Products as consistent with the Challenged Statements.

6 115. **WHEN:** Defendants made material misrepresentations and/or omissions during the  
7 putative Class periods and at the time Plaintiffs and Class Members purchased the PFAS Products,  
8 prior to and at the time Plaintiffs and Class Members made claims after realizing the PFAS  
9 Products contained harmful chemicals, and continuously throughout the applicable Class periods.

10 116. **WHERE:** Defendants' marketing message was uniform and pervasive, carried  
11 through material misrepresentations and/or omissions on the labeling of its packaging, its  
12 website(s), through marketing materials.

13 117. **HOW:** Defendants made material misrepresentations and/or failed to disclose  
14 material facts regarding the PFAS Products, including but not limited to the presence of PFAS.

15 118. **WHY:** Defendants made the material misrepresentations and/or omissions detailed  
16 herein for the express purpose of inducing Plaintiffs, Class Members, and all reasonable consumers  
17 to purchase and/or pay for the PFAS Products, the effect of which was that Defendants profited by  
18 selling the PFAS Products to many thousands of consumers.

19 119. **INJURY:** Plaintiffs and Class Members purchased, paid a premium, or otherwise  
20 paid more for the PFAS Products when they otherwise would not have absent Defendants'  
21 misrepresentations and/or omissions.  
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**PLAINTIFF’S FACTUAL ALLEGATIONS**

**Plaintiff Barrett’s Experience**

120. Plaintiff Tracy Barrett purchased the PFAS Products, including Burt’s Bees Lip Shimmer. She purchased the PFAS Products most recently in Winter 2022, at a CVS near her home in Fresno, California.

121. Plaintiff Barrett was familiar with Burt’s Bees, and had previously purchased Burt’s Bees products, including the Burt’s Bees Lip Shimmer.

122. Before purchasing the PFAS products, Plaintiff Barrett reviewed the products labels and marketing materials, including the clean and 100% natural representations.

123. Plaintiff Barrett purchased the PFAS Products based on her belief that the products were clean, natural, and free from harmful chemicals. She wanted a product made from natural ingredients and not harmful chemicals because she wanted to be comfortable reapplying the product frequently. Plaintiff Barrett trusted Burt’s Bees advertising and product representations that the PFAS Products consisted of natural ingredients.

124. Plaintiff Barrett was willing to pay the price she paid for the PFAS Products because she believed their purported “100% natural” and “clean” formulation would not contain potentially harmful chemicals, such as PFAS.

125. Plaintiff Barrett was specifically drawn to the Burt’s Bees product line because of its brand name and clean marketing, which to Plaintiff Barrett meant that the products would be free from harmful chemicals. Plaintiff Barrett has recently recovered from a years-long battle with thyroid cancer. Preceding her diagnosis, and in particular after it, she sought cosmetics products that she believed would support her health and not be potentially harmful to her health. Plaintiff Barrett looked at the product’s packaging prior to her purchase, but nowhere on the packaging did

1 Defendants disclose the presence of PFAS chemicals in the PFAS Products nor did Defendants  
2 disclose the products contains harmful chemicals.

3 126. If Plaintiff Barrett had been aware of the presence of potentially harmful chemicals,  
4 like PFAS, in the PFAS Products, she would not have purchased the PFAS Products or would have  
5 paid significantly less. Therefore, she did not receive the benefit of her bargain.

6 127. If Plaintiff Barrett could be reassured that Burts-Beest Products no longer contained  
7 PFAS, she would consider purchasing the product again.

8 128. As a result of Defendants' action, Plaintiff Barrett has incurred damages, including  
9 economic damages due to the breaches. In addition, Defendants' conduct is fraudulent, deceptive,  
10 unlawful, and misleading in violation of relevant consumer protection laws.

11  
12 **Plaintiff Harman's Experience**

13 129. Plaintiff Laura Harman purchased the PFAS Products, including Burt's Bees  
14 Beeswax Lip Balm. She purchased the PFAS Products most recently in April 2021, at Mesick  
15 Pharmacy in Mesick, Michigan.

16 130. Plaintiff Harman was familiar with Burt's Bees, and had previously purchased  
17 Burt's Bees products, including the Bees Beeswax Lip Balm, Body Lotion, and Nourishing  
18 Mascara.

19 131. Before purchasing the PFAS products, Plaintiff Harman reviewed the products  
20 labels and marketing materials, including the clean and 100% natural representations.

21 132. Plaintiff Harman purchased the PFAS Products based on her belief that the products  
22 were clean, natural, and free from harmful chemicals.

23 133. Plaintiff Harman was willing to pay the price she paid for the PFAS Products  
24 because she believed its purported "100% natural" and "clean" formulation would not contain  
25 potentially harmful chemicals, such as PFAS.  
26  
27  
28

1 134. Following Plaintiff Harman's use of the Burts Bees mascara, she developed  
2 shingles, furthering the importance of using makeup products that do not contain potentially  
3 harmful chemicals, such as PFAS. She lives in constant pain due to the consequences of  
4 contracting shingles in her eye, which has caused nerve damage in her head. Because of her  
5 diagnosis and the pain, she is risk-averse and has stopped using many cosmetics products unless  
6 they are natural. Plaintiff Harman looked at the product's packaging prior to her purchase, but  
7 nowhere on the packaging did Defendants disclose the presence of PFAS chemicals in the PFAS  
8 Products nor did Defendants disclose the product contains harmful chemicals.  
9

10 135. If Plaintiff Harman had been aware of the presence of potentially harmful  
11 chemicals, like PFAS, in the PFAS Products, she would not have purchased the PFAS Products or  
12 would have paid significantly less. Therefore, she did not receive the benefit of her bargain.

13 136. If Plaintiff Harman could be reassured that Burts-Beest Products no longer  
14 contained PFAS, she would consider purchasing the product again.

15 137. As a result of Defendants' action, Plaintiff Harman has incurred damages, including  
16 economic damages due to the breaches. In addition, Defendants' conduct is fraudulent, deceptive,  
17 unlawful, and misleading in violation of relevant consumer protection laws.  
18

19 **Plaintiff Moore-Buice's Experience**

20 138. Plaintiff Marilyn Moore-Buice purchased the PFAS Products, including Burt's  
21 Bees Lip Balm. She purchased the PFAS Products most recently in December 2021, at a CVS  
22 near her home in Fayetteville, Georgia.  
23

24 139. Plaintiff Moore-Buice was familiar with Burt's Bees, and had previously purchased  
25 Burt's Bees products, including the Burt's Bees Lip Balm.

26 140. Before purchasing the PFAS products, Plaintiff Moore-Buice reviewed the  
27 products labels and marketing materials, including the clean and 100% natural representations.  
28

1 141. Plaintiff Moore-Buice purchased the PFAS Products based on her belief that the  
2 products were clean, natural, and free from harmful chemicals.

3 142. Plaintiff Moore-Buice was willing to pay the price she paid for the PFAS Products  
4 because she believed its purported “100% natural” and “clean” formulation would not contain  
5 potentially harmful chemicals, such as PFAS.

6 143. Plaintiff Moore-Buice was specifically drawn to the Burt’s Bees product line  
7 because of its brand name and clean marketing, which to Plaintiff Moore-Buice, meant that the  
8 products would be free from harmful chemicals. She sought a solution for her chapped lips, but  
9 she believed Burt’s Bees was a reputable brand with products made from good, clean and 100%  
10 natural ingredients. Plaintiff trusted the Burt’s Bees brand so much that she would purchase the  
11 brand’s products to give as gifts to her loved ones. Plaintiff Moore-Buice looked at the product’s  
12 packaging prior to her purchase, but nowhere on the packaging did Defendants disclose the  
13 presence of PFAS chemicals in the PFAS Products nor did Defendants disclose the product  
14 contains harmful chemicals.  
15

16 144. If Plaintiff Moore-Buice had been aware of the presence of potentially harmful  
17 chemicals, like PFAS, in the PFAS Products, she would not have purchased the PFAS Products or  
18 would have paid significantly less. Therefore, she did not receive the benefit of her bargain.  
19

20 145. If Plaintiff Moore-Buice could be reassured that Burts-Beest Products no longer  
21 contained PFAS, she would consider purchasing the product again.  
22

23 146. As a result of Defendants’ action, Plaintiff Moore-Buice has incurred damages,  
24 including economic damages due to the breaches. In addition, Defendants’ conduct is fraudulent,  
25 deceptive, unlawful, and misleading in violation of relevant consumer protection laws.  
26

27 **CLASS ACTION ALLEGATIONS**  
28

1 147. Plaintiffs bring this action individually and as representatives of all those similarly  
2 situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on behalf of the following  
3 Nationwide Class:

4 **During the fullest period allowed by law, all persons residing in the**  
5 **United States who purchased the PFAS Products.**  
6

7 148. Plaintiff Barrett brings this action individually and as representative of all those  
8 similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on behalf of the  
9 following California Class:

10 **During the fullest period allowed by law, all persons residing in the State**  
11 **of California who purchased the PFAS Products.**  
12

13 149. Plaintiff Harman brings this action individually and as representatives of all those  
14 similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on behalf of the  
15 following Michgian Class:

16 **During the fullest period allowed by law, all persons residing in the State**  
17 **of Michigan who purchased the PFAS Products.**  
18

19 20 150. Plaintiff Moore-Buice brings this action individually and as representative of all  
21 those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3) on behalf of the  
22 following Georgia Class:

23 **During the fullest period allowed by law, all persons residing in the State**  
24 **of Georgia who purchased the PFAS Products.**  
25

26 27 151. Specifically excluded from these definitions are: (1) Defendants, any entity in  
28 which Defendants have a controlling interest, and its legal representatives, officers, directors,

1 employees, assigns and successors; (2) the Judge to whom this case is assigned and any member  
2 of the Judge's staff or immediate family; and (3) Class Counsel.

3 152. Plaintiffs reserve the right to modify the class definitions, if necessary, to include  
4 additional products with the same PFAS and/or other makeup products manufactured by  
5 Defendants with PFAS but bearing different brand names.

6 153. **Numerosity**: Class Members are so numerous that joinder of all Members is  
7 impracticable. While the exact number of Class Members is presently unknown, it likely consists  
8 of tens of thousands of people geographically disbursed throughout United States, and in  
9 California, Michigan and Georgia. The number of Class Members can be determined by sales  
10 information and other records. Moreover, joinder of all potential Class Members is not practicable  
11 given their numbers and geographic diversity. Class Members are readily identifiable from  
12 information and records in the possession of Defendants and its authorized distributors and  
13 retailers.  
14

15 154. **Typicality**: The claims of the representative Plaintiffs are typical in that Plaintiffs,  
16 like all Class Members, purchased the PFAS Products that was formulated, manufactured,  
17 marketed, advertised, distributed, and sold by Defendants. Plaintiffs, like all Class Members, have  
18 been damaged by Defendants' misconduct in that, *inter alia*, they have incurred or will continue  
19 to incur damage as a result of overpaying for the PFAS Products that was manufactured with  
20 potentially harmful, human-made chemicals, which makes the PFAS Products not what reasonable  
21 consumers were intending to purchase. Furthermore, the factual basis of Defendants' misconduct  
22 is common to all Class Members because it engaged in systematic fraudulent behavior that was  
23 deliberate, includes negligent misconduct, and results in the same injury to all Class Members.  
24

25 155. **Commonality**: Common questions of law and fact exist as to all Class Members.  
26 These questions predominate over questions that may affect only individual Class Members  
27  
28

1 because Defendants acted on grounds generally applicable to all Class Members. Such common  
2 legal or factual questions include, *inter alia*:

- 3
- 4 (a) Whether the PFAS Products contains PFAS;
- 5
- 6 (b) Whether Defendants' practices in labeling and marketing the PFAS Products tends  
7 to mislead reasonable consumers into believing that the PFAS Products is clean  
8 and/or natural;
- 9 (c) Whether the PFAS Products is, in fact, clean and/or natural given that it contains  
10 PFAS;
- 11 (d) Whether Defendants omitted or failed to disclose material information to Plaintiffs  
12 and Class Members regarding the PFAS Products;
- 13 (e) Whether Defendants concealed from and/or failed to disclose to Plaintiffs and  
14 Class Members that harmful chemicals are used in its PFAS Products;
- 15 Whether Defendants breached the implied warranty of merchantability relating to  
16 the PFAS Products;
- 17 (f) Whether Defendants' breached express warranties relating to the PFAS Products;
- 18 (g) Whether Defendants engaged in unfair, unconscionable, or deceptive trade  
19 practices by selling and/or marketing the PFAS Products containing harmful  
20 chemicals;
- 21 (h) Whether Defendants engaged in false or misleading advertising by selling and/or  
22 marketing the PFAS Products containing harmful chemicals;
- 23 (i) Whether Plaintiffs and Class Members are entitled to damages, including  
24 compensatory, exemplary, and statutory damages, and the amount of such  
25 damages;
- 26 (j) Whether Plaintiffs and Class Members either paid a premium for the PFAS  
27 Products that they would not have paid but for the false labeling and marketing of  
28 the PFAS Products or would not have purchased them at all;
- (k) Whether Plaintiffs and the other Class Members have been injured and the proper  
measure of their losses as a result of those injuries; and
- (l) Whether Plaintiffs and the other Class Members are entitled to injunctive,  
declaratory, or other equitable relief.

1           156. **Adequate Representation**: Plaintiffs will fairly and adequately protect the  
2 interests of Class Members. They have no interests antagonistic to those of Class Members.  
3 Plaintiffs retained attorneys experienced in the prosecution of class actions, including consumer  
4 and product PFAS class actions, and Plaintiffs intend to prosecute this action vigorously.

5           157. **Injunctive/Declaratory Relief**: The elements of Rule 23(b)(2) are met.  
6 Declaratory and injunctive relief is appropriate in this matter. Defendants have acted or refused to  
7 act on grounds generally applicable to Plaintiffs and the other Class members, thereby making  
8 appropriate final injunctive relief and declaratory relief, as described herein, with respect to the  
9 Class members as a whole. Unless a class-wide injunction is issued, Defendants will continue to,  
10 or allow its resellers to, advertise, market, promote, and sell the Product in an unlawful and  
11 misleading manner, as described throughout this Complaint, and members of the Classes will  
12 continue to be misled, harmed, and denied their rights under the law.  
13

14           158. Plaintiffs have standing to make this claim because they may accidentally purchase  
15 another PFAS Products product provided that it was formulated without the PFAS. Defendants  
16 have acted and refused to act on grounds that apply generally to the Classes, such that final  
17 injunctive relief and corresponding declaratory relief is appropriate respecting the Classes as a  
18 whole.  
19

20           159. Specifically, Plaintiffs seek public injunctive relief to prevent Defendants'  
21 fraudulent scheme from defrauding future consumers.  
22

23           160. If Defendants are allowed to continue the practices of manufacturing, marketing  
24 and selling the PFAS Products with the PFAS, and failing to disclose the PFAS to consumers,  
25 unless injunctive or declaratory relief is granted, Plaintiffs and the Classes will not have a plain,  
26 adequate, speedy, or complete remedy at law to address all of the wrongs alleged herein.  
27  
28



1           161. Plaintiffs further seek injunctive and declaratory relief requiring Defendants to  
2 cease its unfair, deceptive and unlawful conduct, including the following:

- 3           a. Undertake an immediate public information campaign to inform consumers the  
4 truth about the PFAS, including at the time of sale of the PFAS Products;  
5           b. Adequately disclose the PFAS to consumers at the time of sale of the PFAS  
6 Products; and  
7           c. Remove the PFAS.  
8

9           162. Plaintiffs also seeks a declaration that the PFAS Products contains PFAS, which  
10 existed at the time of sale of the PFAS Products to consumers, which was known to Defendants  
11 and unknown to consumers.

12           163. Plaintiffs and Class Members have been harmed and will experience irreparable  
13 future harm should Defendants' conduct not be enjoined because they will be unable to properly  
14 replace their PFAS Products with clean and natural components or replacement PFAS Products,  
15 and will have to bear the costs associated with the PFAS if Defendants continues to fail and refuse  
16 to provide adequate remuneration to consumers as a result of the PFAS, which exists at the time  
17 of sale of the PFAS Products.  
18

19           164. **Predominance and Superiority**: Plaintiffs and Class Members all suffered and  
20 will continue to suffer harm and damages as a result of Defendants' unlawful and wrongful  
21 conduct. A class action is superior to other available methods for the fair and efficient adjudication  
22 of the controversy. Absent a class action, Class Members would likely find the cost of litigating  
23 their claims prohibitively high and would therefore have no effective remedy at law. Because of  
24 the relatively small size of their individual claims, it is likely that few Class Members could afford  
25 to seek legal redress for Defendants' misconduct. Absent a class action, Class Members will  
26 continue to incur damages, and Defendants' misconduct will continue without remedy. Class  
27  
28

1 treatment of common questions of law and fact would also be a superior method to multiple  
2 individual actions or piecemeal litigation in that class treatment will conserve the resources of the  
3 courts and the litigants and will promote consistency and efficiency of adjudication.

4 165. Plaintiffs know of no difficulty to be encountered in the maintenance of this action  
5 that would preclude its maintenance as a class action.

6 166. Defendants acted or refused to act on grounds generally applicable to the Classes,  
7 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect  
8 to the Classes appropriate.  
9

10 **COUNT I**  
11 **Breach of Express Warranty**  
12 **(On Behalf of Plaintiffs and the Nationwide Class and, In the Alternative, the State**  
13 **Subclasses)**

14 167. Plaintiffs hereby adopt and incorporate by reference the allegations contained in  
15 paragraphs 1-169, and specifically the paragraphs in 42-72 and 73-99 regarding the potentially  
16 harmful nature of PFAS and Defendants' deceptive representations, as though fully set forth  
17 herein.

18 168. Plaintiffs and Class Members purchased the PFAS Products either directly from  
19 Defendants or through retailers, such as CVS and Walgreens.

20 169. Defendants are and were at all relevant times a "merchant" under U.C.C. § 2-313,  
21 and related State U.C.C. provisions.

22 170. In connection with its sale of the PFAS Products, Defendants, as the designers,  
23 manufacturers, marketers, distributors or sellers, expressly warranted that the PFAS Products were  
24 free from harmful chemicals by naming the product line "Burt's Bees."

25 171. As detailed herein, Defendants engaged in a uniform, pervasive marketing  
26 campaign and expressly warranted to consumers that the PFAS Products conform to the  
27

1 Challenged Statements, among other substantially similar representations made online, and on its  
2 packaging.

3 172. The express written warranties covering the PFAS Products were a material part of  
4 the bargain between Defendants and consumers. At the time they made these express warranties,  
5 Defendants knew reasonable consumers were purchasing the PFAS Products because they  
6 believed the products to be as labeled and marketed.

7  
8 173. Each of the PFAS Products have an identical or substantially identical product  
9 representation(s) as they each contain the product name Burt's Bees.

10 174. Defendants breached its express warranties by selling the PFAS Products that were,  
11 in actuality, not free harmful chemicals like PFAS, as promised in the labeling and marketing.  
12 Defendants breached the warranty because the PFAS Products are not consistent with the  
13 Challenged Statements, and which was known to Defendants and unknown to consumers at the  
14 time of sale.

15  
16 175. Defendants breached their express warranty to products consistent with the  
17 Challenged Statements, despite the availability of alternative formulations, designs, materials,  
18 and/or options for manufacturing the PFAS Products.

19 176. Defendants further breached their express written warranties to Plaintiffs and Class  
20 Members in that the PFAS Products contain harmful chemicals at the time they leave the  
21 manufacturing plant, and on the first day of purchase, and by failing to disclose and actively  
22 concealing this risk from consumers.

23  
24 177. The PFAS Products that Plaintiffs and Class Members purchased contained a PFAS  
25 chemical that is neither clean nor natural, loss of the product, loss of use of the product, and loss  
26 of the benefit of their bargain. Defendants' warranty expressly applies to the original purchaser  
27  
28

1 and any succeeding owner of the PFAS Products for products purchased within the USA, creating  
2 privity between Defendants on the one hand, and Plaintiffs and Class Members on the other.

3 178. Likewise, it was reasonably foreseeable that Plaintiffs and Class Members would  
4 be the intended beneficiaries of the PFAS Products and warranties, creating privity or an exception  
5 to any privity requirement. Plaintiffs and each of the Class Members are the intended beneficiaries  
6 of Defendants' warranties and its sale through retailers. The retailers were not intended to be the  
7 ultimate consumers of the PFAS Products and have no rights under the warranty agreements  
8 provided by Defendants. Defendants' warranties were designed for and intended to benefit the  
9 consumer only and Plaintiffs and Class Members were the intended beneficiaries of the PFAS  
10 Products.

12 179. Defendants have been provided sufficient notice of its breaches of the express  
13 warranties associated with the PFAS Products.

14 180. Upon information and belief, Defendants received further notice and have been on  
15 notice of their breach of warranties through their sale of PFAS Products and of their breaches of  
16 warranties through customer warranty claims reporting problems with Defendants, consumer  
17 complaints at various sources, and their own internal and external testing.

19 181. As a direct and proximate result of Defendants' breach of its express written  
20 warranties, Plaintiffs and Class Members suffered, and continue to suffer, financial damage and  
21 injury, and are entitled to all damages, in addition to costs, interest and fees, including attorneys'  
22 fees, as allowed by law.

24 **COUNT II**  
25 **Breach of Implied Warranty**  
26 **(On Behalf of Plaintiffs and the Nationwide Class and, In the Alternative, the State**  
27 **Subclasses)**

28 182. Plaintiffs hereby adopt and incorporate by reference the allegations contained in  
paragraphs 1-169 as though fully set forth herein.

1 183. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or, in  
2 the alternative, the State Subclasses.

3 184. Defendants are merchants and were at all relevant times involved in the  
4 manufacturing, distributing, warranting, and/or selling of the PFAS Products.

5 185. The PFAS Products are goods within the relevant laws and Defendants knew or had  
6 reason to know of the specific use for which the PFAS Products, as goods, were purchased.

7  
8 186. The implied warranty of merchantability included with the sale of the PFAS  
9 Products means that Defendants warranted that the PFAS Products would be fit for the ordinary  
10 purposes for which the PFAS Products were used and sold, and were not otherwise injurious to  
11 consumers, that the PFAS Products would pass without objection in the trade, be of fair and  
12 average quality, and conform to the promises and affirmations of fact made by Defendants. This  
13 implied warranty of merchantability is part of the basis for the benefit of the bargain between  
14 Defendants, and Plaintiffs, and Class Members.

15  
16 187. Defendants breached the implied warranty of merchantability because the PFAS  
17 Products are not fit for their ordinary purpose of providing reasonably clean, “100% natural,”  
18 “100% natural original,” environmentally sustainable,” free of “chemicals of concern,” Lip  
19 Products for consumers, *inter alia*, the PFAS Products contains potentially harmful chemicals  
20 which could reasonably be characterized as clean or natural.

21  
22 188. The aforementioned problems associated with the PFAS Products constitute non-  
23 clean, unnatural, not responsibly sourced, or environmentally sustainable makeup products, and  
24 therefore, there is a breach of the implied warranty of merchantability.

25 189. Defendants’ warranty expressly applies to the original purchaser and any  
26 succeeding owner of the PFAS Products, creating privity between Defendants on the one hand,  
27 and Plaintiffs and Class Members on the other.

1           190. Nonetheless, privity is not required because Plaintiffs and Class Members are the  
2 intended beneficiaries of Defendants' warranties and its sale through retailers. Defendants'  
3 retailers were not intended to be the ultimate consumers of the PFAS Products and have no rights  
4 under the warranty agreements. Defendants' warranties were designed for and intended to benefit  
5 the consumer only and Plaintiffs and Class Members were their intended beneficiaries.

6           191. More specifically, Defendants' intention that its warranties apply to Plaintiffs and  
7 Class Members as third-party beneficiaries is evident from the statements contained in its product  
8 literature, including its warranty. Likewise, it was reasonably foreseeable that Plaintiffs and Class  
9 Members would be the intended beneficiaries of the PFAS Products and warranties.

10           192. Defendants impliedly warranted that the PFAS Products were of merchantable  
11 quality and fit for such use. These implied warranties included, among other things: (i) a warranty  
12 that the Makeup manufactured, supplied, distributed, and/or sold by Defendants were clean,  
13 "100% natural," "100% natural original," environmentally sustainable," and free of "chemicals of  
14 concern;" and (ii) a warranty that the PFAS Products would be fit for their intended use while they  
15 were being used by consumers.  
16

17           193. Contrary to the applicable implied warranties, the PFAS Products, at the time of  
18 sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiffs and  
19 Class Members with clean and natural makeup. Instead, the PFAS Products suffered, and continues  
20 to suffer, from a formulation, design and/or manufacture, as alleged herein.  
21

22           194. Defendants breached the implied warranties because the PFAS Products were sold  
23 with the PFAS, which substantially reduced and/or prevented the PFAS Products from being clean  
24 and natural.  
25  
26  
27  
28

1 195. As a direct and proximate result of the foregoing, Plaintiffs and Class Members  
2 suffered, and continue to suffer, financial damage and injury, and are entitled to all damages, in  
3 addition to costs, interest and fees, including attorneys' fees, as allowed by law.

4  
5 **COUNT III**  
6 **Negligent Misrepresentation**  
7 **(On behalf of Plaintiffs and the Nationwide Class and, In the Alternative, the State**  
8 **Subclasses)**

9 196. Plaintiffs hereby adopt and incorporate by reference the allegations contained in  
10 paragraphs 1-169 as though fully set forth herein.

11 197. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or, in  
12 the alternative, the State Subclasses.

13 198. Pursuant to California law, Plaintiffs must prove the following for a negligent  
14 misrepresentation claim: (1) a false statement of a material fact; (2) Defendant's knowledge that  
15 the statement was false; (3) Defendant's intent that the statement induce plaintiffs to act; (4)  
16 plaintiff's reliance upon the truth of the statement; and (5) plaintiff's damages resulting from  
17 reliance on the statement.

18 199. As a seller of the PFAS Products and a merchant, Defendants had a duty to give  
19 correct information to Plaintiffs and Class Members regarding the truth and accuracy of the  
20 ingredients of the PFAS Products. Defendants had sole possession and control of this information  
21 and had a duty to disclose it accurately to Plaintiffs and Class Members.

22 200. Defendants represented that the PFAS Products conformed to the Challenged  
23 Statements when in reality, studies and testing have shown that they contained potentially harmful  
24 ingredients. Defendants knew, or should have known, that the PFAS Products contained non-clean  
25 and/or non-natural ingredients.  
26  
27  
28

1           201. That the PFAS Products were not consistent with the Challenged Statements was  
2 known by Defendants, and unknown to to Plaintiffs and Class Members, and was intended to  
3 induce Plaintiffs and Class Members to purchase the PFAS Products. Defendants knew that  
4 making these representations would induce customers to purchase its makeup over the makeup of  
5 competitors.

6           202. The Plaintiffs and Class Members relied upon the Defendants’ representations that  
7 the PFAS Products was “clean” and “natural” when purchasing the PFAS Products. Further, this  
8 reliance was in fact to their detriment because the Plaintiffs and Class Members purchased the  
9 PFAS Products with harmful chemicals.  
10

11           203. Plaintiffs and Class Members are entitled to all relief the Court proper as a result of  
12 Defendants’ actions described herein.  
13

14                                     **COUNT IV**  
15                                     **Fraud**

16                   **(On behalf of Plaintiffs and the Nationwide Class and, In the Alternative, the State**  
17                                     **Subclasses)**

18           204. Plaintiffs hereby adopt and incorporate by reference the allegations contained in  
19 paragraphs 1-169 as though fully set forth herein.

20           205. Plaintiffs bring this claim individually and on behalf of the Nationwide Class or, in  
21 the alternative, the State Subclasses.  
22

23           206. Defendants knew or should have known that the PFAS Products contained  
24 potentially harmful ingredients, including PFAS chemicals.

25           207. Defendants provided Plaintiffs and Nationwide Class Members with false or  
26 misleading material information and failed to disclose material facts about the true nature of the  
27 PFAS Products, including the Challenged Statements.  
28



1           208. Defendants had exclusive knowledge of the PFAS Products’s ingredients at the  
2 time of sale and at all other relevant times. Neither Plaintiffs nor Nationwide Class Members, in  
3 the exercise of reasonable diligence, could have independently discovered the true nature of the  
4 PFAS Products prior to purchase.

5           209. Defendants had the capacity to, and did, deceive Plaintiffs and Nationwide Class  
6 Members, into believing they were purchasing products which conformed to the Challenged  
7 Statements.

8           210. Defendants undertook active and ongoing steps to conceal the presence of PFAS  
9 chemicals in the Products. Plaintiffs are not aware of anything in Defendants’ advertising,  
10 publicity, or marketing materials that disclosed the truth about the PFAS Products, despite  
11 Defendants’ awareness of the problem.

12           211. The facts concealed and/or not disclosed by Defendants to Plaintiffs and  
13 Nationwide Class Members are material facts in that a reasonable person would have considered  
14 them important in deciding whether to purchase (or pay the same price for) the PFAS Products.  
15

16           212. Defendants intentionally concealed and/or failed to disclose material facts for the  
17 purpose of inducing Plaintiffs and Nationwide Class Members to act thereon.  
18

19           213. Plaintiffs and Nationwide Class Members justifiably acted or relied upon the  
20 concealed and/or nondisclosed facts to their detriment, as evidenced by their purchase of the PFAS  
21 Products.  
22

23           214. Plaintiffs and Nationwide Class Members suffered a loss of money in an amount to  
24 be proven at trial as a result of Defendants’ fraudulent concealment and nondisclosure because  
25 they would not have purchased the PFAS Products, or would not have purchased the PFAS  
26 Products for the price they did, if the true facts concerning the PFAS Products had been known.  
27  
28



1           224. As set forth below, the CLRA deems the following unfair methods of competition  
2 and unfair or deceptive acts or practices undertaken by any person in a transaction intended to  
3 result or which does result in the sale or lease of goods or services to any consumer unlawful:

- 4           a. “Representing that goods...have sponsorship, approval, characteristics, ingredients,  
5 uses, benefits, or qualities which they do not have.” Civil Code § 1770(a)(5); and  
6           b. “Representing that goods...are of a particular standard, quality, or grade, or that  
7 goods are of a particular style or model, if they are of another.” Civil Code §  
8 1770(a)(7).

9           225. Defendants engaged in unfair competition and/or unfair or deceptive acts or  
10 practices in violation of California Civil Code §§ 1770(a)(5) and (a)(7) when it represented,  
11 through its advertising and other express representations, that the PFAS Products had benefits or  
12 characteristics that it did not actually have.

13           226. As detailed in the body of this Complaint, Defendants have repeatedly engaged in  
14 conduct deemed a violation of the CLRA, has made representations regarding the PFAS Products’s  
15 benefits or characteristics that it did not in fact have, and has represented the PFAS Products to be  
16 of a quality that it was not. Indeed, Defendants concealed this information from Plaintiff Barrett  
17 and Class Members.

18           227. The PFAS Products was not and is not “clean” or “natural” for consumers. As  
19 detailed above, Defendants violated the CLRA when they falsely represented that the PFAS  
20 Products meet a certain standard or quality.

21           228. Defendants further violated the CLRA when they advertised the PFAS Products  
22 with the intent not to sell the products as advertised, and knew that the PFAS Products were not as  
23 represented.  
24

25           229. Specifically, Defendants marketed and represented the PFAS Products, *inter alia*,  
26 as being “free of harsh chemicals and unnecessary additives,” “clean,” and “pure” when in fact the  
27 PFAS Products contain PFAS chemicals known to be potentially harmful to humans.  
28

1           230. Defendants’ deceptive practices were specifically designed to induce Plaintiff  
2 Barrett and Class Members to purchase or otherwise acquire the PFAS Products.

3           231. Defendants engaged in uniform marketing efforts to reach Class Members, their  
4 agents, and/or third parties upon whom they relied, to persuade them to purchase and use the PFAS  
5 Products manufactured by Defendants. Defendants’ packaging, advertising, marketing, website,  
6 and retailer product identification and specifications contain numerous false and misleading  
7 statements regarding the quality and ingredients of the PFAS Products. These include, *inter alia*,  
8 the following misrepresentations contained in its advertising, marketing, social media platforms,  
9 and website:  
10

- 11           • 100% NATURAL ORIGIN
- 12           • “100% natural original;”
- 13           • “Ingredients from nature”
- 14           • “clean conscious skin care”
- 15           • “Responsible sourcing”
- 16           • “[C]onsciously crafted with ingredients from nature to nourish and revitalize your  
17 skin.”
- 18           • “[W]ithout...chemicals of concern.”
- 19           • “Our products are made with ingredients from nature with responsible sourcing, no  
20 animal testing, and recyclable packaging.”
- 21           • “Our ingredients—right down to the packaging—are simple, natural, and  
22 responsible. We practice what we preach—and we hope to set the example for  
23 others to follow. We care deeply for the earth and all its people.”
- 24           • “Sustainable Products with Packaging to Match;”
- 25           • “We choose the best and most powerful ingredients from nature to formulate our  
26 products, so it’s incumbent upon us to find ways to give back and preserve nature’s  
27 incredible diversity, vitality and beauty...”
- 28           • “We hold ourselves to higher standards and are working to elevate standards across  
our industry for quality and transparency.”
- “We’ve completed more than 100 visits to date to trace and monitor our key raw  
materials;”
- “We helped advance the development of the first and only international consensus-  
based guidelines for natural and organic cosmetic products.”
- “Our product standards reflect our ongoing commitment to the wellbeing of  
people and the planet;”
- “We invest globally in communities that support our supply chain, helping to  
safeguard access to clean water, support the empowerment of women and  
children, and promote health, safety and biodiversity;”

- “We ask tough questions and mentor our suppliers on sustainability improvements; and we do so in order to offer products that truly exemplify The Greater Good®.”

232. Despite these representations, Defendants omitted and concealed information and material facts from Plaintiff Barrett and Class Members.

233. In their purchase of the PFAS Products, Plaintiff Barrett and Class Members relied on Defendants’ representations and omissions of material facts.

234. These business practices are misleading and/or likely to mislead consumers and should be enjoined.

235. In accordance with California Civil Code § 1780(a), Plaintiff Barrett and the Class Members seek injunctive and equitable relief for Defendants’ violations of the CLRA, including an injunction to enjoin Defendants from continuing their deceptive advertising and sales practices.

236. Pursuant to California Civil Code § 1780(a)(1)-(5) and § 1780(e), Plaintiff Barrett and Class Members seek an order enjoining Defendants from the unlawful practices described above, a declaration that Defendants’ conduct violates the Consumer Legal Remedies Act, reasonable attorneys’ fees and litigation costs, and any other relief the Court deems proper under the CLRA.

237. Plaintiff Barrett and Class Members will amend their Complaint to add claims for monetary damages if Defendants fail to take corrective actions.

**COUNT VI**

**Violations of the California Unfair Competition Law (“UCL”)**

**Cal. Bus. & Prof. Code §§ 17200, *et seq.***

**(On Behalf of Plaintiff Barrett and the California Class)**

238. Plaintiff Barrett hereby adopts and incorporates by reference the allegations contained in paragraphs 1-169 as though fully set forth herein.

239. Plaintiff Barrett brings this count on behalf of herself and the California Class.

240. Defendants are a “person” as defined by Cal. Bus. & Prof. Code § 17201.

1           241. Plaintiff Barrett and California Class Members who purchased the Defendants'  
2 PFAS Products suffered an injury by virtue of buying products in which Defendants  
3 misrepresented and/or omitted the PFAS Products's true quality and ingredients. Had Plaintiff  
4 Barrett and California Class Members known that Defendants materially misrepresented the PFAS  
5 Products and/or omitted material information regarding its PFAS Products and its ingredients, they  
6 would not have purchased the PFAS Products.  
7

8           242. Defendants' conduct, as alleged herein, violates the laws and public policies of the  
9 state of California and the federal government, as set out in the preceding paragraphs of this  
10 complaint.  
11

12           243. There is no benefit to consumers or competition by allowing Defendants to  
13 deceptively label, market, and advertise its PFAS Products.  
14

15           244. Plaintiff Barrett and California Class Members who purchased Defendants' PFAS  
16 Products had no way of reasonably knowing that the PFAS Products were deceptively packaged,  
17 marketed, advertised, and labeled; were not clean, 100% natural and not made without chemicals  
18 of concern; and were unsuitable for their intended use. Thus, Plaintiff Barrett and California Class  
19 Members could not have reasonably avoided the harm they suffered.  
20

21           245. Specifically, Burt Bee's marketed, labeled, and represented the PFAS Products as  
22 the Challenged Statements, , when in fact the PFAS Products contains potentially harmful, human  
23 made, PFAS chemicals.  
24

25           246. The gravity of harm suffered by Plaintiff Barrett and California Class Members  
26 who purchased the PFAS Products outweighs any legitimate justification, motive, or reason for  
27 packaging, marketing, advertising, and/or labeling the PFAS Products in a deceptive and  
28 misleading manner. Accordingly, Defendants' actions are immoral, unethical, unscrupulous, and

1 offend the established public policies of the state of California and the federal government.  
2 Defendants' actions are substantially injurious to Plaintiff Barrett and California Class Members.

3 247. The above acts of Defendants in disseminating said misleading and deceptive  
4 statements to consumers throughout the state of California, including to Plaintiff Barrett and  
5 California Class Members, were and are likely to deceive reasonable consumers by obfuscating  
6 the true nature of Defendants' PFAS Products, and thus were violations of Cal. Bus. & Prof. Code  
7 §§ 17500, *et seq.*  
8

9 248. As a result of Defendants' unlawful, unfair and fraudulent acts and practices,  
10 Plaintiff Barrett on behalf of herself and the California Class, and as appropriate, on behalf of the  
11 general public, seeks injunctive relief prohibiting Defendants from continuing these wrongful  
12 practices, and such other equitable relief, including full restitution of all improper revenues and  
13 ill-gotten profits derived from Defendants' wrongful conduct to the fullest extent permitted by law.  
14

15 **COUNT VII**

16 **Violation of the California False Advertising Law ("FAL")**

17 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

18 **(On Behalf of Plaintiff Barrett and the California Class)**

19 249. Plaintiff Barrett hereby adopts and incorporates by reference the allegations  
20 contained in paragraphs 1-169 as though fully set forth herein.

21 250. Plaintiff Barrett brings this count on behalf of herself and the California Class.

22 251. The conduct described herein took place within the state of California and  
23 constitutes deceptive or false advertising in violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.*

24 252. The FAL provides that "[i]t is unlawful for any person, firm, corporation or  
25 association, or any employee thereof with intent directly or indirectly to dispose of real or personal  
26 property or to perform services" to disseminate any statement "which is untrue or misleading, and  
27 which is known, or which by the exercise of reasonable care should be known, to be untrue or  
28 misleading." Cal. Bus. & Prof. Code § 17500.

1           253. It is also unlawful under the FAL to make or disseminate any advertisement that is  
2 “untrue or misleading, and which is known, or which by the exercise of reasonable care should be  
3 known, to be untrue or misleading.” *Id.*

4           254. Defendants, when they marketed, advertised, and sold the PFAS Products,  
5 represented to Plaintiff Barrett and California Class Members that they were Burt Bee’s marketed,  
6 labeled, and represented the PFAS Products as consistent with the Challenged Statements when in  
7 fact the PFAS Products contains potentially harmful, human made, PFAS chemicals.

8           255. At the time of its misrepresentations, Defendants were either aware that the PFAS  
9 Products contained PFAS chemicals and were not clean or natural, or they were aware that they  
10 lacked the information and/or knowledge required to make such a representation truthfully.

11           256. Defendants concealed, omitted, or otherwise failed to disclose this information to  
12 Plaintiff Barrett and California Class Members.

13           257. Defendants’ descriptions of the PFAS Products were false, misleading, and likely  
14 to deceive Plaintiff Barrett and other reasonable consumers.

15           258. Defendants’ conduct therefore constitutes deceptive or misleading advertising  
16 under the FAL.

17           259. Plaintiff Barrett has standing to pursue claims under the FAL as she reviewed and  
18 relied on Defendants’ packaging, advertising, representations, and marketing materials regarding  
19 the PFAS Products when selecting and purchasing the PFAS Products.

20           260. In reliance on the statements made in Defendants’ advertising and marketing  
21 materials, and Defendants’ omissions and concealment of material facts regarding the quality and  
22 use of the PFAS Products, Plaintiff Barrett and the California Class Members purchased the PFAS  
23 Products.  
24  
25  
26  
27  
28





1 PFAS chemicals. These omissions and representations were material facts to Plaintiffs and Georgia  
2 Class Members when selecting the PFAS Products.

3 267. At the time of its misrepresentations and omissions, Defendants were either aware  
4 that the PFAS Products contain PFAS, or were aware that they lacked the information and/or  
5 knowledge required to make such a representation truthfully. Defendants concealed, omitted and  
6 failed to disclose this information to Plaintiffs and Georgia Class Members.

7  
8 268. Rather than disclose their knowledge that PFAS was in the Products, Defendants  
9 engaged in and continued a widespread uniform, marketing, and advertising campaign that  
10 misrepresented the PFAS Products as the Challenged Statements.

11 269. Defendants' descriptions and advertisements of the PFAS Products were false,  
12 misleading, and likely to deceive Plaintiffs and other reasonable consumers.

13 270. The FBPA declares unlawful any "unfair or deceptive acts or practices in the  
14 conduct of consumer transactions and consumer acts or practices in trade or commerce." O.C.G.A.  
15 § 10-1-393.

16  
17 271. Included in unlawful conduct under the FBPA is "Representing that goods or  
18 services are of a particular standard, quality, or grade or that goods are of a particular style or  
19 model, if they are of another;" O.C.G.A. § 10-1-393(b)(7).

20 272. Defendants are "persons" as defined by ty O.C.G.A. § 10-1-392.

21 273. Plaintiff Moore-Buice and Georgia Class Members are consumers as defined by  
22 O.C.G.A. § 10-1-392.

23  
24 274. Defendants' sale of the PFAS Products is a "consumer transaction," and is "trade"  
25 and "commerce" as defined by O.C.G.A. § 10-1-392.

26 275. The PFAS Products are "goods" within the meaning of O.C.G.A. § 10-1-390, *et*  
27 *seq.*

1           276. Defendants engaged in unfair and deceptive trade practices through the following  
2 conduct:

- 3           a. Having extensive knowledge of the harmful nature of the PFAS Products and  
4 failing to disclose to Plaintiffs and Georgia Class Members;
- 5           b. Representing the PFAS products were consistent with the Challenged Statements;  
6 and  
7
- 8           c. In failing to disclose to the Plaintiffs and Georgia Class Members that the PFAS  
9 Products were inconsistent with the Challenged Statements.

10           277. Defendants' conduct caused actual confusion and actual misunderstanding with  
11 Plaintiff Moore-Buice and Georgia Class Members, in that they believed they were purchasing  
12 and using PFAS Products conforming to the Challenged Statements.

13           278. In fact, Defendants' statements were false and misleading in that the PFAS Products  
14 are not the Challenged Statements. Had Plaintiff Moore-Buice and Georgia Class Members known  
15 Burt's Bees's statements were false or misleading, they would not have purchased the PFAS  
16 Products.  
17

18           279. As a proximate consequence of Burt's Bees's improper conduct, Plaintiff Moore-  
19 Buice and Georgia Class Members were injured, including not receiving the value of the product  
20 they purchased and loss of the PFAS Products.

21           280. Plaintiff Moore-Buice and Georgia Class Members suffered damages when they  
22 purchased the PFAS Products. Defendants' unconscionable, deceptive and/or unfair practices  
23 caused damages to Plaintiff Moore-Buice and Georgia Class Members who were unaware that the  
24 PFAS Products contained harmful PFAS chemicals.  
25

26           281. Plaintiff Moore-Buice and Georgia Class Members seek all relief available under  
27 the law, including injunctive, declaratory relief, and any other relief the Court deems appropriate.  
28

1 Plaintiff Moore-Buice and Georgia Class Members will amend their Complaint to add claims for  
2 monetary damages if Defendants fail to take corrective actions.

3 **COUNT VIII**  
4 **Violation of Georgia’s Uniform Deceptive Trade Practices Act**  
5 **(O.C.G.A. § 10-1-370, *et seq.*)**  
6 **(Plaintiff Moore-Buice Individually and Behalf of the Georgia Class)**

7 282. Plaintiff Moore-Buice hereby adopts and incorporates by reference the allegations  
8 contained in paragraphs 1-169 as though fully set forth herein.

9 283. Defendants, Plaintiff Moore-Buice, and Georgia Class Members are “persons”  
10 within the meaning of Georgia’s Uniform Deceptive Trade Practices Act (“Georgia UDTPA”).  
11 O.C.G.A. § 10-1-371(5).

12 284. The Georgia UDTPA prohibits “deceptive trade practices” which include the  
13 “misrepresentation of standard, quality, or grade of goods and services,” “engaging in any other  
14 conduct which similar creates a likelihood of confusing or misunderstanding,” and representing  
15 that goods or services have sponsorship, approval, characteristics, ingredients, uses, or benefits  
16 that they do not have,” and “[a]dvertising goods or services with intent not to sell them as  
17 advertised.” O.C.G.A. § 10-1-372.

18 285. By misrepresenting that the PFAS Products are the Challenged Statements and  
19 otherwise failing to disclose the nature of the PFAS Products to Plaintiffs and Georgia Class  
20 Members, Defendants engaged in deceptive trade practices in violation of the Georgia UDTPA,  
21 because Defendants represented that the PFAS Products had characteristics and benefits that they  
22 do not have, and represented that the PFAS Products were of a particular standard, quality, or grade  
23 when they were of another. See O.C.G.A. §§ 10-1-372(5), (7), (9).

24 286. Defendants advertised the PFAS Products as the Challenged Statements with the  
25 intent not to sell it as advertised given its knowledge they contained harmful PFAS chemicals, in  
26 violation of O.C.G.A. §10-1-372.  
27  
28

1 287. Defendants' unfair and deceptive acts or practices occurred repeatedly in  
2 Defendants' course of trade or business, were material, were capable of deceiving a substantial  
3 portion of the purchasing public, and as a result, caused economic harm on owners and purchasers  
4 of the PFAS Products.

5 288. Defendants knew or should have known before Plaintiff Moore-Buice and Georgia  
6 Class Members purchased their PFAS Products, that the PFAS Products contained PFAS, were  
7 not consistent with the Challenged Statements, and otherwise were not suitable for their intended  
8 use.  
9

10 289. Defendants had exclusive knowledge of material facts concerning the existence of  
11 PFAS in the Products and that the PFAS Products are not as represented; however, Defendants  
12 actively concealed the PFAS from consumers by continuing to represent the PFAS Products to be  
13 the Challenged Statements.

14 290. Defendants were under a duty to Plaintiff Moore-Buice and Georgia Class  
15 Members to disclose the PFAS in the Products because, *inter alia*, Defendants were in a superior  
16 position to know the true state of facts about the chemicals and ingredients in its Products.  
17

18 291. Plaintiff Moore-Buice and Georgia Class Members could not reasonably have been  
19 expected to learn or discover that the PFAS Products had PFAS and did not conform to the  
20 Challenged Statements.

21 292. Despite possessing information to the contrary, Defendants misrepresented the  
22 PFAS Products as the Challenged Statements, and otherwise failed to disclose and actively  
23 concealed the PFAS while continuing to market and sell the PFAS Products.  
24

25 293. Defendants knew or should have known that its conduct violated the Georgia  
26 UDTPA.  
27  
28

1           294. In misrepresenting the PFAS Products as the Challenged Statements and failing to  
2 disclose the the PFAS in the Products, Defendants knowingly and intentionally concealed material  
3 facts and breached their duty not to do so.

4           295. The facts Defendants misrepresented to, and concealed from, Plaintiff Moore-  
5 Buice and Georgia Class Members were material in that a reasonable consumer would have  
6 considered them to be important in deciding whether or not to purchase the PFAS Products.  
7 Moreover, a reasonable consumer would consider the PFAS in the products to be an undesirable  
8 quality, as Plaintiff Moore-Buice and Georgia Class Members did. Had Plaintiff Moore-Buice and  
9 Georgia Class Members known that the PFAS Products contained PFAS, they would not have  
10 purchased the PFAS Products, or would have paid less for them.

11           296. As a result of Defendants' misconduct, Plaintiff Moore-Buice and Georgia Class  
12 Members have been harmed and suffered actual damages in that the PFAS Products are not the  
13 Challenged Statements.  
14

15           297. As a direct and proximate result of Defendants' unfair or deceptive acts or practices,  
16 Plaintiff Moore-Buice and Georgia Class Members have suffered and will continue to suffer actual  
17 damages.  
18

19           298. Defendants' violation presents a continuing risk to Plaintiff Moore-Buice and  
20 Georgia Class Members and the general public, as they continue to make some representations  
21 that the PFAS Products consistent with the Challenged Statements. Defendants' unlawful acts and  
22 practices complained of herein affect the public interest.  
23

24           299. As a direct and proximate result of Defendants' violations of the Georgia UDTPA,  
25 Plaintiff Moore-Buice and Georgia Class Members have suffered injury-in-fact and/or actual  
26 damage.  
27  
28

1 300. Plaintiff Moore-Buice and Georgia Class Members seek an order enjoining Burt's  
2 Bees's unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper  
3 relief available under the Georgia UDTPA and applicable law.

4 **COUNT X**

5 **Mich. Comp. Laws Ann. §§ 445.903, et seq.**  
6 **(Plaintiff Harman Individually and Behalf of the Michigan Class)**

7 301. Plaintiff Harman hereby adopts and incorporates by referencethe allegations  
8 contained in paragraphs 1-169 as though fully set forth herein.

9 302. Plaintiff Harman, the Michigan Class, and Defendants are "persons" as defined by  
10 Mich. Comp. Laws Ann. § 445.903(d).

11 303. Defendants advertised, offered, or sold goods or services in Michigan and engaged  
12 in trade or commerce directly or indirectly affecting the people of Michigan, as defined by Mich.  
13 Comp. Laws Ann. § 445.903(g).

14 304. Defendants engaged in unfair, unconscionable, and deceptive practices in the  
15 conduct of trade and commerce, in violation of Mich. Comp. Laws Ann. § 445.903(1), including:

- 16
- 17 a. Representing that its goods and services have characteristics, uses, and benefits that  
18 they do not have, in violation of Mich. Comp. Laws Ann. § 445.903(1)(c);  
19 Representing that its goods and services are of a particular standard or quality if  
20 they are of another in violation of Mich. Comp. Laws Ann. § 445.903(1)(e);
  - 21 b. Making a representation or statement of fact material to the transaction such that a  
22 person reasonably believes the represented or suggested state of affairs to be other  
23 than it actually is, in violation of Mich. Comp. Laws Ann. § 445.903(1)(bb); and
  - 24 c. Failing to reveal facts that are material to the transaction in light of representations  
25 of fact made in a positive matter, in violation of Mich. Comp. Laws Ann. §  
26 445.903(1)(cc).

27 305. Defendants' unfair, unconscionable, and deceptive practices include:

- 28 a. Representing that the PFAS Products were the Challenged Statements, when they  
contained chemicals harmful to the human body and the environment; and
- b. Omitting, suppressing, and concealing the material fact that the Products contain  
harmful PFAS chemicals.





1 Plaintiffs and the Classes in an amount to be determined at trial;

2 E. Permanently enjoin Defendants from engaging in the wrongful and unlawful  
3 conduct alleged herein;

4 F. Award Plaintiffs and the Classes their expenses and costs of suit, including  
5 reasonable attorneys' fees to the extent provided by law;

6 G. Award Plaintiffs and the Classes pre-judgment and post-judgment interest at the  
7 highest legal rate to the extent provided by law; and

8 H. Award such further relief as the Court deems appropriate.  
9

10 **JURY DEMAND**

11 Plaintiffs demand a trial by jury on all issues so triable.  
12

13  
14 Dated: April 7, 2022

Respectfully submitted,

15  
16 /s/ Alex R. Straus

Alex R. Straus

17 **MILBERG COLEMAN BRYSON  
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*\*Application to be admitted pro hac vice is forthcoming*