

1 **GOOD GUSTAFSON AUMAIS LLP**
2 J. Ryan Gustafson (Cal. Bar No. 220802)
3 2330 Westwood Blvd., No. 103
4 Los Angeles, CA 90064
5 Tel: (310) 274-4663
6 jrg@ggallp.com

7 **SHENAQ PC**
8 Amir Shenaq, Esq.*
9 3500 Lenox Road, Ste. 1500
10 Atlanta, GA 30326
11 Tel: (888) 909-9993
12 amir@shenaqpc.com

13 **THE KEETON FIRM LLC**
14 Steffan T. Keeton, Esq.*
15 100 S Commons, Ste 102
16 Pittsburgh PA 15212
17 Tel: (888) 412-5291
18 stkeeton@keetonfirm.com

19 *Pro hac vice forthcoming

20 *Counsel for Plaintiff and the Proposed Classes*

21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA

23 EUREKA DIVISION

24 Margaret Murphy, individually, and
25 on behalf of those similarly situated,

26 Plaintiff,

27 v.

28 UNILEVER UNITED STATES, INC.,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT

Demand for Jury Trial

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1 Plaintiff Margaret Murphy (“Plaintiff”) brings this action on behalf of herself,
2 and all others similarly situated against Defendant UNILEVER UNITED STATES,
3 INC. (“Unilever” or “Defendant”) for the manufacture, distribution, marketing, and
4 sale of THE LAUNDRESS brand products (the “Product” or “Products”).¹ Plaintiff
5 makes the following allegations pursuant to the investigation of their counsel and
6 based upon information and belief, except as to the allegations specifically pertaining
7 to themselves, which is based on personal knowledge:

9
10 **NATURE OF ACTION**

11 1. This is a class action complaint against Defendant for the manufacture,
12 distribution, marketing, and sale of the Products, that based on Defendant’s own
13 admission suffer from identical deceptive conduct concerning the inclusion of deadly
14 bacteria. Despite Defendant’s widespread marketing campaign that the Products are
15 non-toxic and present better-for-you alternatives to other cleaners, the Products
16 contain highly toxic, undisclosed ingredients. Specifically, the Products contain
17 undisclosed bacteria that have fatal consequences. Household cleaning products that
18 pose such a hazard are unreasonably dangerous compared to the utility of the
19 Products. This deception rendered the Products unsuitable for their principal and
20 intended purpose. Further, had Plaintiff and Class Members been aware of the
21 presence of fatal bacteria, they would not have purchased the Products.

22 2. With the sale of every Product, Defendant delivered a biological weapon
23 into the home of every Class Member.
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27 _____
28 ¹ At the time of this filing, Exhibit A includes the LAUNDRESS products that are included in this definition. This definition is not exhaustive, and shall include all of Defendant’s products that are similarly misrepresented and defective.

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1 3. Instead of subtracting bacteria, each Product adds bacteria which can
2 multiply within a household because it is – as one Oxford researcher describes – a
3 superbug that is antibiotic resistant.²

4 4. The Products contain a bacterium, *Pseudomonas*, that has a mortality
5 rate of 39%³ and has caused multiple fatal outbreaks in infant wards at hospitals
6 throughout the country.⁴

8 5. On November 17, 2022, Defendant first revealed that THE
9 LAUNDRESS brand’s entire product line contains harmful, toxic bacteria.

10 6. In fact, the toxin has been present in all of the Products for years.

11 7. Unfortunately, the toxin permeated – unknowingly to consumers –
12 throughout all of the Products which led (and currently leads) to unneeded physical
13 injury and economic harm.

14 8. Plaintiff and Class Members are further harmed because once silk,
15 cashmere, and wool are contaminated by the bacterium, these garments may be
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20 ² University of Oxford, *Common drug-resistant superbug develops fast resistance to*
21 *'last resort' antibiotic* (June 7, 2022), [https://www.ox.ac.uk/news/2022-06-07-common-](https://www.ox.ac.uk/news/2022-06-07-common-drug-resistant-superbug-develops-fast-resistance-last-resort-antibiotic)
22 [drug-resistant-superbug-develops-fast-resistance-last-resort-antibiotic](https://www.ox.ac.uk/news/2022-06-07-common-drug-resistant-superbug-develops-fast-resistance-last-resort-antibiotic).

23 ³ Cheol-In Kang, Sung-Han Kim, Hong-Bin Kim, Sang-Won Park, Young-Ju Choe,
24 Myoung-don Oh, Eui-Chong Kim, Kang-Won Choe, *Pseudomonas aeruginosa*
25 *Bacteremia: Risk Factors for Mortality and Influence of Delayed Receipt of Effective*
Antimicrobial Therapy on Clinical Outcome, CLINICAL INFECTIOUS DISEASES, Volume
37, Issue 6, 15 September 2003, Pages 745–751, <https://doi.org/10.1086/377200>.

26 ⁴ Justin Moyer, *What we know about Pseudomonas, the potentially deadly bacteria*
27 *found at a Maryland hospital*, THE WASHINGTON POST ((Aug. 9, 2016),
28 [https://www.washingtonpost.com/news/local/wp/2016/08/09/what-we-know-about-](https://www.washingtonpost.com/news/local/wp/2016/08/09/what-we-know-about-pseudomonas-the-potentially-deadly-bacteria-found-at-a-md-hospital/)
[pseudomonas-the-potentially-deadly-bacteria-found-at-a-md-hospital/](https://www.washingtonpost.com/news/local/wp/2016/08/09/what-we-know-about-pseudomonas-the-potentially-deadly-bacteria-found-at-a-md-hospital/); Aimee Ortiz,
Deaths of 3 Infants Traced to Contaminated Equipment, Hospital Says, THE NEW
YORK TIMES (Nov. 8, 2019), [https://www.nytimes.com/2019/11/08/us/pennsylvania-](https://www.nytimes.com/2019/11/08/us/pennsylvania-infant-deaths-breast-milk.html)
[infant-deaths-breast-milk.html](https://www.nytimes.com/2019/11/08/us/pennsylvania-infant-deaths-breast-milk.html).

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1 destroyed because they cannot be exposed to hot water, intense heat, bleach or
2 hospital grade disinfectants which are necessary to kill the bacteria.

3 9. In other words, a favorite silk or cashmere garment once owned by a
4 parent or grandparent could be forever ruined simply because a Class Member tried
5 to clean it with a “premium,” “non-toxic” product.

6
7 10. Because Defendant continues to reap its spoils, and gives the false
8 impression that the Products are safe, Defendant exposes this risk to millions of
9 Americans every day while also knowingly selling consumers defective Products that
10 expose every Class Members’ household to great harm.

11 11. In fact, once the truth is exposed the Products are, at best, worthless.

12
13 12. Reasonable consumers, like Plaintiff, purchase the Products to subtract
14 bacteria rather than adding harmful, toxic bacteria that can cause “serious
15 infections,” “severe tissue damage,”⁵ death, “pneumonia or septicemia.”⁶

16
17 13. Plaintiff brings claims against Defendant individually and on behalf of a
18 class of all other similarly situated purchasers of the Products for (i) violations of the
19 consumer protection statutes for states included in a Multi-State Consumer Class; (ii)
20 violations of California’s Unfair Competition Law; (iii) violation of California’s False
21 Advertising Law; (iv) violation of California’s Consumer Legal Remedies Act; (v)
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25 ⁵ Sabir R, Alvi SF, Fawwad A, Basit A. *Antibiogram of Pseudomonas aeruginosa and*
26 *Methicillin-resistant Staphylococcus aureus in patients with diabetes.* PAK J MED SCI.
27 2014 Jul;30(4):814-8. doi: 10.12669/pjms.304.4755. PMID: 25097523; PMCID:
28 PMC4121704.

⁶ ACTION MEDICAL RESEARCH, *Secrets of a 'superbug': what makes Pseudomonas*
bacteria so deadly? (Oct. 6, 2007), <https://action.org.uk/research/secrets-superbug-what-makes-pseudomonas-bacteria-so-deadly>.

1 breach of implied warranty; (vi) violation of the Magnuson-Moss Warranty Act; and
2 (vii) unjust enrichment.

3
4 **PARTIES**

5 14. Plaintiff is, and at all times relevant to this action has been, a resident
6 of California and a domiciliary of California.

7 a. Within the past two years, Plaintiff made several purchases of
8 Defendant's Products from e-commerce stores, including but not limited to
9 FabFitFun, that shipped products to her residence in California. The Products
10 purchased by Plaintiff included, but not limited to, the Delicate Wash, the Crease
11 Relief spray, and the Signature Detergent. Prior to purchasing THE LAUNDRESS
12 Products, Plaintiff saw and relied on the representation and warranty that the
13 product would be a "non-toxic" and "better for you" alternatives to other cleaning
14 methods like dry cleaning. Plaintiff understood these representations to mean that
15 the Products did not contain harsh, harmful, or toxic ingredients. At the time of
16 purchase, Plaintiff did not expect that the cleaning supplies purchased would contain
17 a bacterium with deadly consequences. Plaintiff purchased the Products at a
18 substantial price premium, and would not have purchased the products had she
19 known that the marketing she relied on was false, misleading, deceptive and unfair
20 or that the Products contained potentially deadly bacteria. Plaintiff would purchase
21 the Products again in the future if Defendant conformed the Products to their "non-
22 toxic" marketing.

23 b. Plaintiff purchased the Products because she believed they were
24 fit for use as non-toxic cleaners and safe to be used on delicate clothing in lieu of
25 having to dry clean expensive clothing. However, the Products that Plaintiff
26 purchased were not fit for use due to the presence of toxic bacteria in the Products.
27 Ms. Murphy's belief that the Products were fit to be used as non-toxic cleaning
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1 products formed the basis of the bargain, and Ms. Murphy would not have purchased
2 the Products.

3 c. The Products that Plaintiff purchased and used caused Plaintiff
4 and members of her household to suffer from respiratory infections, skin infections,
5 rashes, and hives.

6 d. Plaintiff suffered economic injury from the Products' defect
7 because she purchased an item that was worth less than what had been represented
8 to her.

9 15. Defendant is a Delaware corporation with its principal place of business
10 in Englewood Cliffs, New Jersey. Defendant sells the Products throughout the United
11 States, including in the state of California.

12 16. Defendant is part of the Unilever Group, an international consumer
13 goods company that is comprised of two parent companies, Unilever N.V. in
14 Rotterdam, Netherlands and Unilever PLC in London, United Kingdom. The
15 Unilever Group operates in the United States under its subsidiary, Unilever United
16 States, Inc., which operates as a single economic entity.
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20 **JURISDICTION AND VENUE**

21 17. This Court has subject matter jurisdiction over this action pursuant to
22 28 U.S.C. § 1332(d) because there are more than 100 class members and the
23 aggregate amount in controversy exceeds \$5,000,000, exclusive of interest, fees, and
24 costs, and at least one Class member is a citizen of a state different from Defendant.

25 18. This Court has personal jurisdiction over Defendant. Defendant
26 purposefully avails itself of the California consumer market and distributes the
27 Products to many locations within this District and hundreds of retail locations
28

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1 throughout the State of California, where the Products are purchased by thousands of
2 consumers every day.

3 19. Venue is proper in this District under 28 U.S.C. § 1391(a). Plaintiff’s
4 purchases of Defendant’s Products, substantial acts in furtherance of the alleged
5 improper conduct, including the dissemination of false and misleading information
6 regarding the nature, quality, and/or ingredients of the Products, occurred within this
7 District and the Defendant conducts business in this District.

8
9 **DIVISIONAL ASSIGNMENT**

10 20. Pursuant to Civil Local Rule 3-2(c-d), a substantial part of the events
11 giving rise to the claims arose in Lake County, and this action should be assigned to
12 the Eureka Division.

13
14 **COMMON FACTUAL ALLEGATIONS**

15 **A. Defendant Manufactures, Markets, Distributes and Sells the**
16 **Products**

17 21. Defendant manufactures, markets, distributes, and sells the Products
18 throughout the United States.

19 22. In January 2019, Defendant acquired the “premium eco-friendly line of
20 detergent, fabric care, and home cleaning products”⁷ for \$100,000,000.⁸

21 23. Millions of units containing toxic bacteria were sold throughout the
22 United States to consumers in all fifty states and Washington, D.C. at premium
23 prices compared to competing brands. For example, one gallon of its Signature
24 Detergent costs approximately \$94 per unit.

25 ⁷ UNILEVER, *Unilever acquires The Laundress* (Jan. 27, 2019),
26 <https://www.unilever.com/news/press-and-media/press-releases/2019/unilever-acquires-the-laundress/>.

27 ⁸ Elizabeth Segran, *The Laundress founders come clean about why they sold to*
28 *Unilever*, FAST COMPANY (Jan. 29, 2019),
<https://www.fastcompany.com/90298157/exclusive-laundress-founders-gwen-whiting-and-lindsey-boyd-on-why-they-sold-to-unilever>.

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THE LAUNDRESS
NEW YORK



24. Defendant markets the Products through a widespread campaign focused on premium consumers that demand non-toxic, eco-friendly, and green cleaning products.

B. Defendant’s Universal Branding and Marketing Campaigns Emphasize the Non-Toxic Nature of the Products.

25. Defendant positions its Products as premium, non-toxic alternatives to competing products through a widespread marketing campaign.

26. THE LAUNDRESS is “known for its luxury, non-toxic and cruelty-free soaps and detergents....”⁹

⁹ Lauren Silver, *Luxury lifestyle brand The Laundress tells customers to stop using its products*, FOX13 (Nov. 21, 2022), <https://www.fox13memphis.com/news/trending/luxury-lifestyle-brand-laundress-tells-customers-stop-using-its-products/FLMEKMRPQZG55AO4UHPLKEDO34/>

1 27. For example, Defendant routinely positions its Products as a toxic-free,
2 better-for-you alternative to dry cleaning:

3 1. “Dry clean only? No way. You've got this, and we can help.
4 Nobody relishes the idea of wearing **highly toxic dry cleaning**
5 **chemicals** against their skin along with their most delicate
6 clothing items. Now there's a solution that is **better for both**
7 **you and the environment**, all without ruining your treasured
8 delicates. Washing delicates is easier than ever with Delicate
9 Wash from The Laundress. It smells divine and easily removes
10 odors while cleaning and preserving delicate fabrics. Visit our
11 Clean Talk Blog for instructions on how to wash specific delicate
12 items.”¹⁰

13 2. “Of course, your delicates are not usually the items to wear once
14 and toss in the laundry. If you want to stay fresh between
15 washing delicate items, try our **non-toxic, biodegradable**, and
16 delightfully fragrant Delicate Spray. It's perfect for silks, knits,
17 and undergarments. So keep that favorite silk Hermes scarf in the
18 rotation a bit longer before your next hand-washing adventure.
19 This fabric spray makes a great gift, too. You can even use it to
20 freshen bed linens, pillows, and furniture around the house.
21 Herbal and citrus notes combine with amber, bergamot, lavender,
22 and musk to make everyone's nose a little happier.”¹¹

23 3. “**Eliminating the dry cleaner** was one of our first missions in
24 creating this line of laundry and fabric care products. And lucky
25 for you, we've accomplished our goal. Use this kit to safely clean
26 and preserve woolens, delicates, synthetics, and more **without**
27 **the toxins** and extra cost of the dry cleaner.”¹²

28 4. “Ideal for travel or stashing in your bag or car, this handy kit
washes, freshens, and removes stains on silk, delicates, woolens,
synthetics and more **without the toxins** and extra cost of the dry
cleaner. Airplane-friendly and comes housed in a canvas zip
bag.”¹³

29 28. These representations are omnipresent in all of Defendant's marketing
30 efforts.

31 _____
32 ¹⁰ The Laundress, *Gentle, Yet Powerful Cleaning for Your Delicate Items*,
33 <https://www.thelaundress.com/blogs/clean-talk-blog/washing-delicates> (emphasis
34 added).

35 ¹¹ *Id.* (emphasis added).

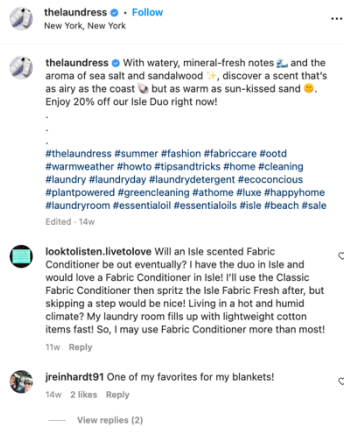
36 ¹² The Laundress, Dry Cleaning Detox Kit Product Page,
37 <https://www.thelaundress.com/products/dry-cleaning-detox-kit> (emphasis added).

38 ¹³ The Laundress, Dry Clean on the Go Kit Product Page,
<https://www.thelaundress.com/products/dry-clean-on-the-go-kit> (emphasis added).

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1 29. For example, in a video entitled “Why You Should Rethink Dry
2 Cleaning” on the brand’s official website, co-founder Lindsey Boyd describes the toxic
3 chemicals that occur in dry cleaning and why THE LAUNDRESS is a “better for you”
4 alternative. She describes the Products as “non-toxic” and containing “the best
5 ingredients.”¹⁴

6 30. Defendant markets the Products through social media and uses
7 hashtags like #greencleaning, #plantderived, and #ecoconscious to further the
8 message that its Products are non-toxic, “good for you,” and offer an environmentally-
9 focused cleaning experience.



19 32. Defendant’s marketing campaigns have been successful at cultivating a
20 loyal customer base of consumers that seek non-toxic cleaning products and are
21 willing to pay thousands of dollars to obtain non-toxic cleaning products.

22 33. For example, customers will fill entire shelves at home with the
23 Products.

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28 ¹⁴ The Laundress, *Why You Should Rethink Your Next Trip to the Dry Cleaner*,
<https://www.thelaundress.com/blogs/clean-talk-blog/why-you-should-rethink-your-next-trip-to-the-dry-cleaner>.



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34. Class Members represent this loyal customer base that was deceived into buying “non-toxic” Products that actually contained undisclosed harmful toxins with fatal consequences.

C. The Product Contains Harmful, Toxic Ingredients That Were Not Disclosed at the Time of Sale.

35. The Products contain toxic ingredients that were not disclosed on the Products’ packaging nor in any other medium by Defendant prior to purchase by Plaintiff and the Class.

36. The Products contain harmful bacteria, including Pseudomonas.

37. Pseudomonas is a “superbug” because, as Dr. Craig MacLean from the University of Oxford describes, it “mutates at an incredibly high rate, allowing [the] bacteria to quickly evolve antibiotic resistance.”¹⁵

38. Pseudomonas “frequently cause[] serious infections” and can “cause severe tissue damage.”¹⁶

39. “[I]nfection is severe and life-threatening, leading to pneumonia or septicaemia.”¹⁷

¹⁵ University of Oxford, *supra* note 2.

¹⁶ Sabir, et. al., *supra* note 5.

¹⁷ University of Oxford, *supra* note 2.

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1 40. Exposure to the bacteria can be fatal, and in 2016 it caused a deadly
2 outbreak that killed multiple infants at a Maryland hospital.¹⁸

3 41. In 2019, an outbreak of the bacteria at a Pennsylvania hospital also took
4 the lives of multiple infants.¹⁹

5 42. Pseudomonas can kill people “within 24 hours” of exposure.²⁰

6 43. In one study of Pseudomonas, the bacteria displayed a 30-day mortality
7 rate of 39%.²¹

8 44. Defendant has, or should have, knowledge of the contents of the
9 Products that it sends into homes throughout the country.

10 45. The presence of toxins was not known by Plaintiff or Class Members
11 prior to purchase.

12 46. The presence of harmful bacteria was a material element in Plaintiff’s
13 and Class Members’ decision to purchase the Products. Prior to purchase, Defendant
14 failed to inform Plaintiff and Class Members that the Products contained a bacterium
15 with fatal consequences. Only recently in November 2022, and after Class Members
16 purchased the Products, Defendant first revealed the presence of the bacteria in the
17 Products.

18 47. Had Plaintiff and Class Members known of the inclusion of the
19 undisclosed bacteria, they would not have purchased the Products.

20 48. Thus, the Products are worthless.

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24 ¹⁸ Moyer, *supra* note 4.

25 ¹⁹ Ortiz, *supra* note 4.

26 ²⁰ ACTION MEDICAL RESEARCH, *supra* note 6.

27 ²¹ Kang, et. al., *supra* note 3.

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D. The Products Harm People.


49. As described above, the Products present a great danger to the public.


50. The Products have harmed people and continue to pose a threat to the public.


51. The Products that Plaintiff purchased and used caused Plaintiff and members of her household to suffer from respiratory infections, skin infections, rashes, and hives.


52. With the resiliency of the “superbug,” long-term consequences are unknown but expected given the long timeline that the bacterium colonizes.

53. Other Class Members have had similar experiences:

 Ballet17 · 1 day ago
I got the bacteria all over my legs with painful red bumps for months my dermatologist finally made the connection!! So mad... but now what? Class action suit? How do we get doctors bills covered?


 Mundane_Substance241 · 1 day ago
Strange, I have faithfully used their products for years now and in the past year, I also had a root canal that became abscessed and had to wind up taking multiple rounds of strong antibiotics and then have a dental implant to replace it after having it removed. I had complications with the dental implant also. Then for the past year and a half, I have dealt with what I thought was adult acne (I'm almost 43, never had acne in my life), that has put me through hell, wound up severely getting infected one time and having to take antibiotics for it, had to use multiple antibiotics for it, derm put me on acne meds that never seemed to clear it up. It has been hell. Oh, and had surgery last December on my back to have a melanoma removed and that incision mysteriously got infected even though I did meticulous wound care. It now makes a little more

 SnooStrawberries1582 · 5 days ago
I've been using their products for years. I'm a real estate agent and I give the box sets to a lot of clients as well. Last month I ended up with bacterial pneumonia from a bacteria strain that is similar to staph. My husband has had a stye in his eye for over 2 months. I wash our sheets in the Le Labo Santal. I've got so many of their products. I'd like to know what sort of investigation they're doing because nobody called me to see if I was having health issues. I also got a mysterious red rash all over my back. I am so angry right now. When are we going to get answers from these people? I'm telling you right now that if whatever bacteria is in their products I will be getting a lawyer if it's the same that caused my pneumonia. I have never been sicker in my life!

 dear_gabbi I exclusively use The Laundress products for my laundry and this is the first I'm hearing of this. I was in the hospital for two weeks in 2021 with septic shock and almost died. Who do I speak to about this?

1d 21 likes Reply

View replies (10)

 dear_gabbi @jdcgdojn ive never had COVID and yes my hospital did capture it, thanks though!

1d 2 likes Reply

 jdcgdojn @dear_gabbi ur chart has the exact name of the bacteria????

1d Reply

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11 54. The Products create undue risk, danger, and harm throughout all
12 aspects of everyday life. This danger is ever-present. Thus, Defendant's inclusion of
13 toxins removes all utility from the Products.

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15 **E. Defendant's Exclusive Pre-Sale Knowledge of the Toxins**

16 55. Defendant had exclusive knowledge of the Products' contents prior to
17 sale to consumers.

18 56. Plaintiff and Class Members were unable to test or observe the
19 ingredients in the Products prior to purchase.

20 57. Defendant knew or should have known that the Products purported to
21 be non-toxic contained toxins.

22 58. Defendant knew or should have known that the Products contained
23 bacteria that can have fatal consequences.

24 **F. Plaintiff and Class Members Have Suffered Economic Injury**

25 59. Plaintiff and the Class Members reasonably relied to their detriment on
26 Defendant's deceptive and misleading representations and omissions concerning the
27 Products.

28 60. Defendant's false, misleading, and deceptive misrepresentations and
omissions are likely to continue to deceive and mislead reasonable consumers and the

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1 general public, as they have already deceived and misled Plaintiff and the Class
2 Members.

3 61. In making the false, misleading, and deceptive representations and
4 omissions described herein, Defendant knew and intended that consumers would pay
5 a premium for Products under the – false – belief that the Products were safe and
6 free of toxins.

7 62. As an immediate, direct, and proximate result of Defendant's false,
8 misleading, and deceptive representations and omissions, Defendant injured the
9 Plaintiff and the Class Members in that they:

- 10 a. Paid a sum of money for Products that were not what Defendant
- 11 represented;
- 12 b. Paid a premium price for Products that were not what Defendant
- 13 represented;
- 14 c. Were deprived of the benefit of the bargain because the Products they
- 15 purchased were different from what Defendant warranted; and
- 16 d. Were deprived of the benefit of the bargain because the Products they
- 17 purchased had less value than what Defendant represented.

18 63. Plaintiff and Class Members were additionally harmed by damage to
19 clothing, washing machines, and other property from exposure to the undisclosed
20 bacteria as well as the countless hours to attempt to clean the contaminated clothing.



22 myblessedfarmhouse @thehappygirl Same here-
my Spring Summer clothes were just washed and
23 out away until next year but now need to be
rewashed? And my Fall/winter wardrobe taken out
24 of storage, washed, air dried and now I need to
wash it again. (Along with the other 9 members of
25 my family!) it's a lot of laundry. And it's not like
Laundress is going to pay the water and electricity
bill!



26 thehappygirl @axriannaaxx I'm so sorry. I get it. I
27 laundered my whole summer wardrobe and ironed
every single linen item with The Laundress. The
28 thought of rewashing everything is overwhelming.
This whole thing is overwhelming.

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2 64. The scope of the damage to clothing is intensified because of the
3 bacterium's long colonization period and its durability. Some Class Members have
4 washed thousands of garments with the Products.

5 65. Many garments can only be washed with cold water and can only be
6 hung to dry without the use of heat. For many, these garments are ruined because
7 the bacteria cannot be removed.

8 66. Madeline Miller, Product Specialist at THE LAUNDRESS understands
9 that "[c]ertain delicate natural fibers such as silk, cashmere and wool are particularly
10 sensitive to laundering methods, and cannot be exposed to harsh routines that
11 include hot water and high spin."²²

12 67. In other words, many garments made from silk, cashmere, and wool that
13 are contaminated by the bacterium may never be remedied because hot water cannot
14 be used on these fabrics.

15 68. Had Defendant not made the false, misleading, and deceptive
16 representations and omissions, Plaintiff and the Class Members would not have been
17 willing to pay the same amount for the Products they purchased, and, consequently,
18 Plaintiff and the Class Members would not have been willing to purchase the
19 Products.

20 69. Plaintiff and the Class Members paid for Products that were believed to
21 be safe and free of the Defect but received Products that were unsafe and contained
22 toxins. The products Plaintiff and the Class Members received were worth less than
23 the Products for which they paid.

24 70. Plaintiff and Class Members paid a premium for the Products because
25 they relied on Defendant's marketing that the Products were non-toxic.

26
27
28 ²² Stephanie Osmanski, *A Comprehensive Guide to the Laundry Room: What Do Those Common Laundry Symbols Actually Mean?*, PARADE (Oct. 19, 2022), <https://parade.com/living/laundry-symbols>.

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71. Plaintiff and the Class Members all paid money for the Products. However, Plaintiff and the Class Members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions. Plaintiff and the Class Members purchased, purchased more of, and/or paid more for, the Products than they would have had they known the truth about the Products. Consequently, Plaintiff and the Class Members have suffered injury in fact and lost money as a result of Defendant's wrongful conduct.

CLASS ACTION ALLEGATIONS

72. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of themselves, on behalf of all others similarly situated, and as a member of the Classes defined as follows (collectively, the “Classes” or “Class”):

- a. Multi-State Consumer Class: All persons in the States of California, Florida, Illinois, Massachusetts, Minnesota, Missouri, New Jersey,

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1 New York, Pennsylvania, Oregon, and Washington who purchased
2 the Products.²³

3 b. California Class: All persons who purchased Defendant's Product
4 within the State of California and within the applicable statute of
5 limitations.

6 c. Nationwide Class: All persons who purchased Defendant's Product
7 within the United States and within the applicable statute of
8 limitations period.
9

10 73. Excluded from the Class are Defendant, their parents, subsidiaries,
11 affiliates, officers, and directors, those who purchased the Products for resale, all
12 persons who make a timely election to be excluded from the Class, the judge to whom
13 the case is assigned and any immediate family members thereof.
14

15 74. The members of the Class are so numerous that joinder of all Class
16 Members is impracticable. Defendant has sold, at a minimum, millions of units of the
17 Products to Class Members.
18

19 75. There is a well-defined community of interest in the questions of law and
20 fact involved in this case. Questions of law and fact common to the members of the
21 putative classes that predominate over questions that may affect individual Class
22 Members include, but are not limited to the following:
23
24

25 ²³ The States in the Multi-State Consumer Class are limited to those States with similar
26 consumer protection laws under the facts of this case: California (Cal. Bus. & Prof. Code §
27 17200, et seq.); Florida (Fla. Stat. § 501.201, et seq.); Illinois (815 ILCS 505/1, et seq.);
28 Massachusetts (Mass. Gen. Laws Ch. 93A, et seq.); Michigan (Mich. Comp. Laws §
445.901, et seq.); Minnesota (Minn. Stat. § 325F.67, et seq.); Missouri (Mo. Rev. Stat.
407.010, et seq.); New Jersey (N.J. Stat. § 56:8-1, et seq.); New York (N.Y. Gen. Bus. Law
§ 349, et seq.); Pennsylvania (73 Pa. Stat. Ann. §§ 201-1 et seq.); Oregon (Or. Rev. Stat.
§§ 646.605, et seq.); and Washington (Wash Rev. Code § 19.86.010, et seq).

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- 1 a. whether Defendant misrepresented material facts concerning the
- 2 Products on the label of every product;
- 3 b. whether Defendant's conduct was unfair, misleading, and/or
- 4 deceptive;
- 5 c. whether Defendant has been unjustly enriched as a result of the
- 6 unlawful, fraudulent, and unfair conduct alleged in this
- 7 Complaint such that it would be inequitable for Defendant to
- 8 retain the benefits conferred upon it by Plaintiff and the Classes;
- 9 d. whether Plaintiff and the Classes are entitled to equitable and/or
- 10 injunctive relief;
- 11 e. whether Defendant breached warranties to Plaintiff and the
- 12 Classes;
- 13 f. whether Plaintiff and the Classes have sustained damages with
- 14 respect to the common-law claims asserted, and if so, the proper
- 15 measure of their damages.
- 16
- 17
- 18

19 76. Plaintiff's claims are typical of those of other Class Members because
20 Plaintiff, like all members of the Classes, purchased Defendant's Products containing
21 the same Defect, and suffering from the same representations and omissions, and
22 Plaintiff sustained damages from Defendant's wrongful conduct.

23 77. Plaintiff will fairly and adequately protect the interests of the classes
24 and have retained counsel that is experienced in litigating complex class actions.
25 Plaintiff has no interests which conflict with those of the Classes.
26

27 78. A class action is superior to any other available means for the fair and
28 efficient adjudication of this controversy, and no unusual difficulties are likely to be

1 encountered in the management of this class action. The damages or other financial
2 detriment suffered by Plaintiff and the other Class Members are relatively small
3 compared to the burden and expense that would be required to individually litigate
4 their claims against Defendant, making it impracticable for Class Members to
5 individually seek redress for Defendant's wrongful conduct. Even if Class Members
6 could afford individual litigation, the court system could not. Individualized litigation
7 creates a potential for inconsistent or contradictory judgments, and increases the
8 delay and expense to all parties and the court system. By contrast, the class action
9 device presents far fewer management difficulties, and provides the benefits of single
10 adjudication, economies of scale, and comprehensive supervision by a single court.

11
12
13 79. The prerequisites to maintaining a class action for equitable relief are
14 met as Defendant has acted or refused to act on grounds generally applicable to the
15 classes, thereby making appropriate equitable relief with respect to the classes as a
16 whole.

17
18 80. The prosecution of separate actions by members of the classes would
19 create a risk of establishing inconsistent rulings and/or incompatible standards of
20 conduct for Defendant. For example, one court might enjoin Defendant from
21 performing the challenged acts, whereas another might not. Additionally, individual
22 actions could be dispositive of the interests of the classes even where certain Class
23 Members are not parties to such actions.

24
25 81. For the purposes of this Complaint, the term "Class Members" refers to
26 all members of the Class, including the Plaintiff.

27 82. This action is maintainable as a class action under Federal Rule of Civil
28 Procedure Rule 23.

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1 83. This Court should certify a class under Rule 23(b)(2) because Defendant
2 has acted or refused to act on grounds that apply generally to the Class, by making
3 illegal, unfair, misleading and deceptive representations and omissions regarding
4 Products.

5 84. This Court should certify a class under Rule 23(b)(3) because the
6 common issues identified above predominate over any questions affecting individual
7 members and a class is superior to other available methods to fairly and efficiently
8 adjudicate the claims.
9

10 85. **Notice to the Class.** Plaintiff anticipates that this Court can direct
11 notice to the Class, to be effectuated by publication in major media outlets and the
12 Internet.
13

14 **COUNT I**
15 **Violation of State Consumer Protection Statutes**
16 **(On Behalf of the Multi-State Consumer Class)**

17 86. Plaintiff repeats and realleges each and every allegation above as if set
18 forth herein.

19 87. The Consumer Protection Acts of the States in the Multi-State
20 Consumer Class prohibit the use of unfair or deceptive business practices in the
21 conduct of trade or commerce.

22 88. Defendant intended that Plaintiff and the other members of the Multi-
23 State Consumer Class would rely upon their deceptive conduct, and a reasonable
24 person would in fact be misled by its deceptive conduct.

25 89. As a result of the Defendant's use or employment of unfair or deceptive
26 acts or business practices, Plaintiff, and other members of the Multi-State Consumer
27 Class, have sustained damages in an amount to be proven at trial.
28

COUNT II

**Violation of California Business & Professions Code §§ 17200 *et seq.* –
Unlawful Conduct Prong of the UCL
(On Behalf of the California Class)**

1
2
3
4
5 90. Plaintiff incorporates by reference all allegations contained in the
6 complaint as if fully set forth herein.

7 91. The acts, omissions, misrepresentations and practices of Defendant
8 constitute “unlawful” business acts and practices under the California Business &
9 Professions Code section 17200 (“UCL”).

10 92. Defendant’s acts, omissions, misrepresentations and practices are
11 “unlawful” because they violate the California False Advertising Law (“FAL”), the
12 Magnuson-Moss Warranty Act (“MMWA”) and the Consumer Legal Remedies Act
13 (“CLRA”).

14 93. Defendant’s representations and omissions that the Products are non-
15 toxic and safe are false, deceptive, and likely to deceive the public.

16 94. Defendant’s representations and omissions concerning the ingredients in
17 the Products is false, deceptive, and likely to deceive the public.

18 95. Defendant’s deceptive advertising caused Plaintiff and members of the
19 Class to suffer injury in fact and to lose money or property, as it denied them the
20 benefit of the bargain when they decided to make their purchases over other products
21 that are less expensive and without the harmful and dangerous effects of the
22 Products.

23 96. In accordance with California Business & Professions Code section
24 17203, Plaintiff seeks an order enjoining Defendant from continuing to conduct
25 business through unfair acts and practices and to commence a corrective advertising
26 campaign.

27 97. Plaintiff also seeks an order for the disgorgement and restitution of all
28 monies from the sale of the Products that were unjustly acquired through acts of
unlawful, unfair and/or fraudulent competition.

COUNT III

**Violation of California Business & Professions Code §§ 17200, *et seq.* –
Unfair and Fraudulent Conduct Prongs of the UCL
(On Behalf of the California Class)**

1
2
3
4
5 98. Plaintiff incorporates by reference all the allegations of the preceding
6 paragraphs.

7 99. California Business & Professions Code section 17200 prohibits any
8 unfair or fraudulent business act or practice.

9 100. The false and misleading marketing, advertising, and labeling of the
10 Products, as alleged herein, constitute unfair business acts and practices because
11 such conduct is immoral, unscrupulous, and offends public policy.

12 101. The acts, omissions, misrepresentations, practices, and non-disclosures
13 constitute “fraudulent” business acts and practices, because Defendant’s conduct is
14 false and misleading to Plaintiff and Class Members.

15 102. Further, the gravity of Defendant’s conduct outweighs any conceivable
16 benefit of such conduct.

17 103. Defendant’s advertising, communications, packaging, and marketing of
18 the Products is likely to deceive Class Members about their contents and safety.

19 104. Defendant either knew or reasonably should have known that the claims
20 and statements in the advertising, marketing, and labeling were likely to deceive
21 consumers.

22 105. In accordance with California Business & Professions Code section
23 17203, Plaintiff seeks an order enjoining Defendant from continuing to conduct
24 business through unfair and/or fraudulent acts and practices and to commence a
25 corrective advertising campaign.

26 106. Plaintiff seeks an order for the disgorgement and restitution of all
27 monies from the sale of the Products that were unjustly acquired through acts of
28 unlawful, unfair and/or fraudulent competition.

COUNT IV

**Violation of California Business & Professions Code §§ 17500, *et seq.* –
False and Misleading Advertising**

(On Behalf of the California Class)

107. Plaintiff incorporates by reference all preceding paragraphs.

108. California False Advertising Law (Cal. Business & Professions Code sections 17500 and 17508) prohibits “mak[ing] any false or misleading advertising claim.”

109. Defendant, in its advertising, marketing, and labeling of the Products, makes false and misleading advertising claims as it deceives consumers as to their safety.

110. In reliance on these false and misleading advertising claims, Plaintiff and members of the Nationwide Class purchased and used the Products without the knowledge they contained toxins that caused, or greatly increased the risk of, serious injury or death, to users of the Products.

111. Defendant knew or should have known that its labeling, advertising, and marketing was likely to deceive consumers.

112. As a result, Plaintiff and the Class are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

COUNT V

Violation of California’s Consumers Legal Remedies Act

CAL. CIV. CODE § 1750 *et seq.*

(Seeking Injunctive Relief Only)

(On Behalf of the California Class)

113. Plaintiff incorporates by reference and re-alleges herein all paragraphs alleged above.

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1 114. Plaintiff brings this claim individually and on behalf of the members of
2 the proposed Classes against Defendant.

3 115. This claim seeks injunctive relief only, pursuant to California Civil Code
4 section 1782(d).

5 116. Defendant's actions, representations, and conduct have violated, and
6 continue to violate, the CLRA because they extend to transactions that are intended
7 to result, or that have resulted, in the sale of goods to consumers.

8 117. Plaintiff and the California Class members are "consumers" as the
9 CLRA defines that term in California Civil Code section 1761(d).

10 118. Defendant sold the Products, which are "goods" within the meaning of
11 California Civil Code section 1761(a), to Plaintiff and the California Class members.

12 119. Defendant's policies, acts, and practices were designed to, and did, result
13 in Plaintiff and the California Class members' purchase and use of the Products
14 primarily for personal, family, or household purposes, and violated and continue to
15 violate the following sections of the California Civil Code section 1770:

- 16 a. section 1770(a)(5), which prohibits representing that goods or
17 services have sponsorship, approval, characteristics, ingredients,
18 uses, benefits, or quantities which they do not have;
- 19 b. section 1770(a)(7), which prohibits representing that goods or
20 services are of a particular standard, quality, or grade, or that
21 goods are of a particular style or model, if they are of another;
- 22 c. section 1770(a)(9), which prohibits advertising goods or services
23 with intent not to sell them as advertised; and
- 24 d. section 1770(a)(16), which prohibits representing that the subject
25 of a transaction has been supplied in accordance with a previous
26 representation when it has not.

27 120. Defendant's advertising, labeling, and marketing of the Products are
28 likely to deceive reasonable consumers, including Plaintiff and the California Class

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1 members. Defendant’s representations and omissions that the Products are adequate
2 and safe are false and likely to deceive the public, as is Defendant’s failure to mention
3 the numerous adverse events related to their usage.

4 121. Plaintiff and the California Class members would not have purchased
5 the Products absent Defendant’s misleading and deceptive marketing campaign and
6 labeling regarding the safety of the Products.

7 122. Defendant knew or should have known that its Products’ advertising,
8 labeling, and marketing were likely to deceive reasonable consumers regarding the
9 safety of the Products.

10 123. Defendant’s deceptive representations and omissions about the Products
11 caused Plaintiff and the members of the California Class to suffer injury in fact and
12 to lose money or property, as it denied them the benefit of the bargain when they
13 decided to make their Product purchases over other products that are less expensive
14 and without the harmful and dangerous contents of the Products.

15 124. Plaintiff and the California Class members request that this Court
16 enjoin Defendant from continuing to employ the unlawful methods, acts, and
17 practices alleged herein pursuant to California Civil Code section 1780(a)(2). If
18 Defendant is not restrained from engaging in these types of practices in the future,
19 Plaintiff and the California Class members will be harmed in that they will continue
20 to be unable to rely on Defendant’s deceptive representations and omissions
21 regarding the contents and safety of the Products.

22 **COUNT VI**

23 **Breach of Implied Warranty**

24 (On Behalf of the Nationwide Class)

25 125. Plaintiff incorporates by reference and re-allege herein all paragraphs
26 alleged above.

27 126. Plaintiff brings this claim individually and on behalf of the members of
28 the proposed Classes against Defendant.

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1 127. Defendant, as the manufacturer, marketer, distributor, and/or seller of
2 the Products, impliedly warranted that the Products (i) would not contain toxins and
3 (ii) was generally safe for consumer use.

4 128. Defendant breached the warranty implied in the contract for the sale of
5 the defective Products because it could not pass without objection in the trade under
6 the contract description, the Products were not of fair or average quality within the
7 description, and the Products were unfit for its intended and ordinary purpose
8 because the Products were defective in that it contained ingredients that made the
9 Products unreasonably dangerous, and as such is not generally recognized as safe for
10 consumer use. As a result, Plaintiff and Class Members did not receive the goods as
11 impliedly warranted by Defendant to be merchantable.

12 129. Defendant was on notice of the presence of toxins because it has
13 exclusive knowledge of the Products' contents.

14 130. Additionally, Plaintiff sent notice of these breaches to the retailer.

15 131. Plaintiff and Class Members purchased the Products in reliance upon
16 Defendant's skill and judgment and the implied warranties of fitness for the purpose.

17 132. The Products were not altered by Plaintiff or Class Members.

18 133. The Products were nonconforming and defective when they left the
19 exclusive control of Defendant.

20 134. Defendant knew that the Products would be purchased and used without
21 additional testing by Plaintiff and Class Members.

22 135. The Products contained dangerous, undisclosed ingredients and were
23 unfit for their intended purpose, and Plaintiff and Class Members did not receive the
24 goods as warranted.

25 136. Privity is not required as to Defendant because the Products contained a
26 dangerous toxin. As the known end purchaser, Plaintiff is also a third-party
27 beneficiary of the implied warranty of merchantability.
28

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1 137. Defendant’s attempts to disclaim or limit the implied warranty of
2 merchantability vis-à-vis consumers are unconscionable and unenforceable.
3 Specifically, Defendant’s warranty limitations are unenforceable because Defendant
4 knowingly sold a defective product without informing consumers about the toxins.

5 138. A gross disparity in bargaining power existed between Defendant and
6 Class Members, as only Defendant knew or should have known that the Products
7 contained toxins at the time of sale and that the devices were not of merchantable
8 quality.

9 139. As a direct and proximate cause of Defendant’s breach of the implied
10 warranty, Plaintiff and Class Members have been injured and harmed because: (a)
11 they would not have purchased the Products on the same terms if they knew that the
12 Products contained the toxins, making it unsafe for consumer use; and (b) the
13 Products do not have the characteristics, uses, or benefits as promised by Defendant.

14 **COUNT VII**

15 **Violation Of The Magnuson-Moss Warranty Act,**

16 **15 U.S.C. §§ 2301, *et seq.***

17 (On Behalf of the Nationwide Class)

18 140. Plaintiff incorporates by reference and re-allege herein all paragraphs
19 alleged above.

20 141. Plaintiff brings this claim individually and on behalf of the members of
21 the proposed Classes against Defendant.

22 142. The Products are consumer products as defined in 15 U.S.C. § 2301.

23 143. Plaintiff and the Class Members are consumers as defined in 15 U.S.C. §
24 2301.

25 144. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301.

26 145. In connection with the marketing and sale of the Products, Defendant
27 impliedly warranted that the Products was fit for use. The Products were not fit for
28 use due to the presence of toxic substances described in the allegations above.

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1 146. By reason of Defendant's breach of warranties, Defendant violated the
2 statutory rights due to Plaintiff and the Class Members pursuant to the Magnuson-
3 Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*, thereby damaging Plaintiff and the
4 Class Members.

5 147. Plaintiff and the Class Members were injured as a direct and proximate
6 result of Defendant's breach because they would not have purchased the Products if
7 they knew the truth about the toxic nature of the Products.

8 148. Despite notice by Plaintiff and the Class Members to Defendant of the
9 toxic nature of the Products, Defendant did not replace or repair the defective
10 Products. Instead, the costs of the defects were borne by consumers.

11 149. As a direct and proximate result of Defendant's breach of implied
12 warranties pursuant to 15 U.S.C. § 2310(d)(1), Plaintiff and Class Members have
13 suffered damages in an amount to be proven at trial.

14 150. The amount in controversy for the Plaintiff's and Class Members'
15 individual claims meets or exceeds the sum of \$25. The total amount in controversy of
16 this action in sum exceeds \$50,000, exclusive of interest and costs, computed on the
17 basis of all claims to be determined in this lawsuit.

18 151. Plaintiff and Class Members are entitled to recover damages as a result
19 of Defendant's breach of warranties.

20 152. Plaintiff and Class Members are also entitled to seek costs and expenses,
21 including attorneys' fees, under the MMWA. 15 U.S.C. § 2310(d)(2).

22
23 **COUNT VIII**

24 **Unjust Enrichment**

25 (On Behalf of the Nationwide Class)

26 153. Plaintiff incorporates by reference and re-alleges herein all paragraphs
27 alleged above.
28

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1 154. Plaintiff brings this claim individually and on behalf of the members of
2 the proposed Classes against Defendant.

3 155. “Although there are numerous permutations of the elements of the
4 unjust enrichment cause of action in the various states, there are few real differences.
5 In all states, the focus of an unjust enrichment claim is whether the defendant was
6 unjustly enriched. At the core of each state’s law are two fundamental elements—the
7 defendant received a benefit from the plaintiff and it would be inequitable for the
8 defendant to retain that benefit without compensating the plaintiff. The focus of the
9 inquiry is the same in each state.” *In re Mercedes-Benz Tele Aid Contract Litig.*, 257
10 F.R.D. 46, 58 (D.N.J. Apr. 24, 2009) (quoting *Powers v. Lycoming Engines*, 245 F.R.D.
11 226, 231 (E.D. Pa. 2007)).

12 156. At all times relevant hereto, Defendant deceptively marketed,
13 advertised, and sold merchandise to Plaintiff and the Classes.

14 157. The Products purchased by Plaintiff and the Class Members did not
15 provide the promised performance and instead contained toxic substances.

16 158. Plaintiff and Class Members conferred a benefit on Defendant by
17 purchasing the Products and by paying a price premium for them.

18 159. Defendant has knowledge of such benefits.

19 160. Defendant has been unjustly enriched in retaining the revenues derived
20 from Plaintiff’s and Class Members’ purchases of the Product, which retention under
21 these circumstances is unjust and inequitable because Defendant misrepresented
22 that the Product (i) would not contain toxic substances and (ii) is generally recognized
23 as safe. This misrepresentation caused injuries to Plaintiff and Class Members
24 because they would not have purchased the Products if the true facts regarding the
25 Products were known.

26 161. Because Defendant’s retention of the non-gratuitous benefit conferred on
27 it by Plaintiff and Class Members is unjust and inequitable, Defendant must pay
28

1 restitution to Plaintiff and the Class Members for their unjust enrichment, as ordered
2 by the Court.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of themselves and other members of the
5 proposed Class herein, prays for judgment and relief on all of the legal claims as
6 follows:

- 7
- 8 A. Certification of the Class, certifying Plaintiff as representatives of the
Class, and designating Plaintiff's counsel for the Class;
 - 9 B. A declaration that Defendant has committed the violations alleged
10 herein;
 - 11 C. A declaration that Defendant has committed that Defendant's actions
12 are fraudulent, deceptive, and misleading as alleged herein;
 - 13 D. For restitution and disgorgement pursuant to, without limitation, the
14 California Business & Professions Code §§ 17200, *et seq.* and Cal Civ.
15 Code § 1780;
 - 16 E. For declaratory and injunctive relief pursuant to, without limitation, the
17 California Business & Professions Code §§ 17200, *et seq.* and 17500, *et*
seq.;
 - 18 F. An award of compensatory damages, the amount of which is to be
19 determined at trial;
 - 20 G. For punitive damages;
 - 21 H. For interest at the legal rate on the foregoing sums;
 - 22 I. For statutory damages;
 - 23 J. For attorneys' fees;
 - 24 K. For costs of suit incurred; and
 - 25 L. For such further relief as this Court may deem just and proper.

26 **JURY TRIAL DEMAND**

27 Plaintiff demands a jury trial on all causes of action so triable.
28

1 Dated: November 22, 2022

2 **Good Gustafson Aumais LLP**

3 /s/ J. Ryan Gustafson
4 J. Ryan Gustafson (Cal. Bar No. 220802)
5 2330 Westwood Blvd., No. 103
6 Los Angeles, CA 90064
7 Tel: (310) 274-4663
8 jrg@ggallp.com

9 **SHENAQ PC**

10 Amir Shenaq, Esq.*
11 3500 Lenox Road, Ste. 1500
12 Atlanta, GA 30326
13 Tel: (888) 909-9993
14 amir@shenaqpc.com

15 **THE KEETON FIRM LLC**

16 Steffan T. Keeton, Esq.*
17 100 S Commons Ste 102
18 Pittsburgh PA 15212
19 Tel: (888) 412-5291
20 stkeeton@keetonfirm.com

21 **Pro hac vice forthcoming*

22 *Counsel for Plaintiff and the Proposed*
23 *Classes*

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EXHIBIT A

The safety notice from The Laundress covers products listed in the table below with the following lot codes:

- 9-digit code starting with a letter: Last four digits are in the range of 1001-2259
- 9-digit code starting with a number: First five digits are in the range of 21001-22259

Item Description	UPC	Size / Contents
Number 10 Detergent Packet	None	0.5 fl oz
Fabric Conditioner Baby Packet	857060005229	0.5 fl oz
Baby Detergent Packet	857060005205	0.5 fl oz
All Purpose Bleach Alternative Packet	None	0.5 fl oz
Fabric Conditioner Classic Paquette	857060005236	0.5 fl oz
Delicate Lady Wash Packet	None	0.5 fl oz
Denim Wash Packet	857060005212	0.5 fl oz
Le Labo Rose 31 Packet	857060005304	0.5 fl oz
Le Labo Santal 33 Packet	857060005298	0.5 fl oz
Signature Detergent Classic Packet	857060005168	0.5 fl oz
Sport Detergent Packet	857060005274	0.5 fl oz
Stain Solution Packet	857060005175	0.5 fl oz
Wool & Cashmere Packet	857060005199	0.5 fl oz
#723 Detergent 2 oz	858114008869	2 fl oz
Artisan Detergent 2 oz	858114008883	2 fl oz
John Mayer Way Out West 2 fl oz	858114008760	2 fl oz
Kith Signature Detergent 2oz	None	2 fl oz
Baby Detergent 2 oz	859675001238	2 fl oz
Fabric Conditioner Baby 2 fl oz	None	2 fl oz
Wool & Cashmere Shampoo 2 fl oz	859675001252	2 fl oz
All Purpose Cleaning Concentrate 2oz	858114008777	2 fl oz
Isle Detergent 2 fl oz	858114008814	2 fl oz
Delicate Lady Wash 2 fl oz	859675001245	2 fl oz
Signature Detergent Classic 2 fl oz	858114008357	2 fl oz
Number 10 Detergent 2 oz	858114008876	2 fl oz
Stain Solution 2 fl oz	859675001320	2 fl oz
Denim Wash 2 fl oz	859675001955	2 fl oz
Sport Detergent 2oz	857060005052	2 fl oz
John Mayer Out West Detergent 2 fl oz	None	2 fl oz
Le Labo Rose Signature Detergent 2 fl oz	850041104096	2 fl oz
#723 Detergent 8 fl oz	858114008418	8 fl oz
Artisan Detergent 8 oz	858114008654	8 fl oz
Wool & Cashmere Shampoo 8 fl oz	858114008708	8 fl oz
Surface Cleaner 8 fl oz	858114008951	8 fl oz
Dish Detergent 8 fl oz	858114008982	8 fl oz
Glass & Mirror Cleaner 8 fl oz	858114008968	8 fl oz
Delicate Lady Wash 8 fl oz	858114008692	8 fl oz
Signature Detergent Classic 8 fl oz	858114008678	8 fl oz
Stain Solution 8 fl oz	858114008685	8 fl oz
#723 Fabric Conditioner 16 fl oz	858114008531	16 fl oz
Wool & Cashmere Shampoo 16 fl oz	859675001054	16 fl oz
Glass & Mirror Cleaner 16 fl oz	859675001207	16 fl oz
Summer Fridays Detergent 16oz	850041104065	16 fl oz
Fresh Wash Signature Detergent 32 fl oz	857060005922	32 fl oz

Baby Detergent 32 fl oz	859675001030	32 fl oz
Unscented Baby Detergent 32 oz	859675001665	32 fl oz
Baby Detergent Unscented 32 fl oz	857060005076	32 fl oz
Isle Detergent 32 fl oz	857060005922	32 fl oz
Unscented/Fragrance-Free Detergent 32 fl oz	858114008838	32 fl oz
Signature Detergent Classic 32oz	859675001009	32 fl oz
Whites Detergent 32 fl oz	859675001016	32 fl oz
Darks Detergent 32 fl oz	859675001023	32 fl oz
Surface Cleaner - Flexpack 64 oz.	858114008517	64 fl oz
Dish Detergent - Flexpack 64 oz.	858114008500	64 fl oz
Signature Detergent Classic- Flexpack 64 oz.	858114008487	64 fl oz
Sport Detergent Flexpack 64 oz.	858114008494	64 fl oz
Baby Detergent Gallon	857060005953	128 fl oz
Signature Detergent Classic Gallon	857060005960	128 fl oz
#723 Detergent 16 fl oz	858114008401	16 fl oz
Fresh Wash Fabric Conditioner 16 fl oz	857060005939	16 fl oz
Artisan Detergent 16 oz	858114008623	16 fl oz
Fabric Conditioner Baby 16 fl oz	859675001597	16 fl oz
Aromatherapy Associates Deep Relax Signature Detergent 16 fl oz	642498015014	16 fl oz
Aromatherapy Associates Forest Therapy Signature Detergent 16 fl oz	642498015007	16 fl oz
Surface Cleaner 16 fl oz	859675001719	16 fl oz
All Purpose Cleaning Concentrate 16 fl oz	859675001689	16 fl oz
Dish Detergent 16 fl oz	859675001887	16 fl oz
John Mayer Out West Detergent 16 fl oz	857060005632	16 fl oz
John Mayer Way Out West Detergent 16 fl oz	858114008746	16 fl oz
Kith Signature Detergent 16 fl oz	858114008920	16 fl oz
Delicate Lady Wash 16 fl oz	859675001047	16 fl oz
Le Labo Rose Signature Detergent 16 fl oz	859675001696	16 fl oz
Le Labo Santal Signature Detergent 16 fl oz	859675001986	16 fl oz
Unscented/Fragrance-Free Detergent 16 fl oz	859675001504	16 fl oz
Jenni Kayne Signature Detergent 16 fl oz	None	16 fl oz
Number 10 Detergent 16 fl oz	857060005045	16 fl oz
Number 10 Fabric Conditioner 16 fl oz	857060005038	16 fl oz
Fabric Conditioner Classic 16 fl oz	859675001061	16 fl oz
Denim Wash 16 fl oz	859675001580	16 fl oz
Stain Solution 16 fl oz	859675001603	16 fl oz
Sport Detergent 16 fl oz	859675001917	16 fl oz
Aromatherapy Associates Support Breathe Surface Cleaner 16 fl oz	642498015021	16 fl oz
Aromatherapy Associates Support Breathe Dish Detergent 16 fl oz	642498015038	16 fl oz
Summer Fridays Detergent 16oz	850041104065	16 fl oz
The Laundress & Peruvian Connection Luxury Fibre Wash 16 oz	None	16 fl oz
The Laundress & Peruvian Connection Luxury Fibre Wash 2 oz	None	2 fl oz
Kits and Bundles that contain the impacted products above:		
All Purpose Bleach Alternative & Cleaning Concentrate Duo	None	All Purpose Bleach Alternative 32 fl oz, All Purpose Cleaning Concentrate 16 fl oz
Ultimate Stain Solving Kit	None	All Purpose Bleach Alternative 32 fl oz, Stain Solution 16 fl oz

Stain Removal Essentials	None	All Purpose Bleach Alternative 32 fl oz, Stain Solution 16 fl oz, Stain Brush, Wash & Stain Bar
John Mayer Out West Detergent and Fabric Fresh Boxed Gift Set	None	All Purpose Bleach Alternative 32 fl oz, Stain Solution 16 fl oz, Wash & Stain Bar, Stain Brush
Home Cleaning Best Seller Kit	None	All Purpose Bleach Alternative 32 fl oz, Surface Cleaner 16 fl oz, Glass & Mirror Cleaner 16 fl oz, Scented Vinegar 16 fl oz
All Purpose Cleaning Concentrate Duo	859675001689	All Purpose Cleaning Concentrate 16 fl oz x2
All Purpose Cleaning Concentrate Bulk (6 units)	859675001689	All Purpose Cleaning Concentrate 16 fl oz x6
All Purpose Cleaning Concentrate 16 fl oz with Glass Bottle	None	All Purpose Cleaning Concentrate 16 fl oz, Glass Spray Bottle
Spring Cleaning Bundle	None	All Purpose Cleaning Concentrate 16 fl oz, Scented Vinegar 16 fl oz, All Purpose Bleach Alternative 32 fl oz, Signature Detergent 32 fl oz, Stain Solution 16 fl oz, Stain Brush
Aromatherapy Associates Deep Relax & Forest Therapy Boxed Gift Set	None	Aromatherapy Associates Deep Relax Detergent 16 fl oz, Aromatherapy Associates Forest Therapy Detergent 16 fl oz
Aromatherapy Associates Full Collection	None	Aromatherapy Associates Forest Therapy Detergent 16 fl oz, Deep Relax Detergent 16 fl oz, Support Breathe Dish Detergent 16 fl oz, Support Breathe Surface Cleaner 16 fl oz
Aromatherapy Associates Support Breathe Surface Cleaner & Dish Detergent Duo	None	Aromatherapy Associates Support Breathe Surface Cleaner 16 fl oz, Aromatherapy Associates Support Breathe Dish Detergent 16 fl oz
Artisan Detergent and Candle Boxed Gift Set	None	Artisan Detergent 16 fl oz, Artisan Candle
Baby Detergent Duo	859675001030	Baby Detergent 32 fl oz x2
Baby Detergent 32 fl oz Bulk (6 Units)	859675001030	Baby Detergent 32 fl oz x6
Baby Detergent & Fabric Conditioner Duo	None	Baby Detergent 32 fl oz, Baby Fabric Conditioner 16 fl oz
New Parent Kit	None	Baby Detergent 32 fl oz, Baby Fabric Conditioner 16 fl oz, Baby Fabric Fresh 4 fl oz, All Purpose Bleach Alternative 32 fl oz, Stain Solution 16 fl oz
Baby Detergent & Fabric Fresh Duo	None	Baby Detergent 32 fl oz, Baby Fabric Fresh 4 fl oz
Fabric Conditioner Baby Duo	859675001597	Baby Fabric Conditioner 16 fl oz x2
Fabric Conditioner- Baby Bulk (6 Units)	859675001597	Baby Fabric Conditioner 16 fl oz x6
On the Spot Holiday Edition	None	Classic Fabric Fresh 2 fl oz, Crease Release 2 fl oz, Static Solution 2 fl oz, Holiday Wash & Stain Bar, Stain Solution 2 fl oz, Gift Bag
On The Spot Kit	859675001542	Classic Fabric Fresh 2 fl oz, Crease Release 2 fl oz, Static Solution 2 fl oz, Wash & Stain Bar, Stain Solution Packet 2 fl oz, Stain Solution Packet 2 fl oz
Denim Wash & Fabric Fresh Classic Duo	None	Classic Fabric Fresh 8 fl oz, Denim Wash 16 fl oz
Darks Detergent Duo	859675001023	Darks Detergent 32 fl oz x2
Darks Detergent Bulk (6 Units)	859675001023	Darks Detergent 32 fl oz x6
Darks Detergent & Fabric Fresh Duo	None	Darks Detergent 32 fl oz, Classic Fabric Fresh 8 fl oz
Darks Detergent & Fabric Conditioner Duo	None	Darks Detergent 32 fl oz, Fabric Conditioner Classic 16 fl oz
Delicate Kit Holiday Edition	None	Delicate Spray 4 fl oz, Delicate Wash 16 fl oz, Mesh Bag Bundle, Holiday Wash & Stain Bar
Delicate Wash Duo	859675001047	Delicate Wash 16 fl oz x2
Delicate Wash Bulk (6 Units)	859675001047	Delicate Wash 16 fl oz x6
Delicate Wash & Spray Duo	None	Delicate Wash 16 fl oz, Delicate Spray 4 fl oz
Delicate Kit	None	Delicate Wash 16 fl oz, Delicate Spray 4 fl oz, Wash & Stain Bar, Mesh Bag Bundle
Delicate Wash & Mesh Washing Bag Duo	None	Delicate Wash 16 fl oz, Mesh Bag Bundle
Clean Clutch	None	Delicate Wash 2 fl oz, Stain Solution 2 fl oz, Classic Fabric Fresh 2 fl oz, Crease Release 2 fl oz
Denim Wash Bulk (6 Units)	859675001580	Denim Wash 16 fl oz x6
Denim Kit	None	Denim Wash 16 fl oz, Classic Fabric Fresh 8 fl oz, Stain Solution 16 fl oz, Mesh Bag Bundle
Denim Gift Bag	None	Denim Wash 16 fl oz, Stain Solution 16 fl oz, Classic Fabric Fresh 8 fl oz, Gift Bag
Dish Detergent Bulk (6 Units)	859675001887	Dish Detergent 16 fl oz x6
Dish Detergent Duo	859675001887	Dish Detergent 16 fl oz, Dish Detergent 16 fl oz
Kitchen Clean Duo	None	Dish Detergent 16 fl oz, Kitchen Soap Bar

Dish Detergent Flex Pack with 16 oz Glass Pump	None	Dish Detergent Flex Pack 64 fl oz, Glass Pump Bottle
Fabric Conditioner Classic Duo	859675001061	Fabric Conditioner Classic 16 fl oz x2
Fabric Conditioner Bulk (6 units)	859675001061	Fabric Conditioner Classic 16 fl oz x6
Scent Discovery Kit	None	Gift Bag, Artisan Detergent 2 fl oz, Isle Detergent 2 fl oz, Signature Detergent 2 fl oz, No. 723 Detergent 2 fl oz, No. 10 Detergent 2 fl oz, Baby Detergent 2 fl oz
Glass and Mirror Cleaner Duo	859675001207	Glass & Mirror Cleaner 16 fl oz x2
Glass & Mirror Cleaner 16 fl oz Bulk (6 units)	859675001207	Glass & Mirror Cleaner 16 fl oz x6
Holiday Make Messes	None	Holiday Wash & Stain Bar, All Purpose Bleach Alternative 32 fl oz, Stain Brush, Stain Solution 16 fl oz
Mini Dry Clean Kit with Holiday Bar	None	Holiday Wash & Stain Bar, Classic Fabric Fresh 2 fl oz, Stain Solution 2 fl oz, Wool & Cashmere Shampoo 2 fl oz, Delicate Wash 2 fl oz, Gift Bag
Dry Cleaning Detox Kit Holiday Edition	None	Holiday Wash & Stain Bar, Mesh Bag Bundle, Wool & Cashmere Shampoo 16 fl oz, Delicate Wash 16 fl oz
Travel Pack	859675001337	Hotel Laundry Bag, Crease Release 2 fl oz, Classic Fabric Fresh 2 fl oz, Delicate Wash 2 fl oz, Stain Solution 2 fl oz, Gift Bag
Isle Signature Detergent 32 oz	857060005922	Isle Detergent 32 fl oz x6
Isle Signature Detergent and Fabric Fresh	None	Isle Detergent 32 fl oz, Isle Fabric Fresh 8 fl oz
John Mayer Out West Detergent and Fabric Fresh Duo	None	John Mayer Out West Fabric Fresh 8 fl oz, John Mayer Out West Detergent 16 fl oz
John Mayer Way Out West Detergent and Fabric Fresh Duo	None	John Mayer Way Out West Detergent 16 fl oz, John Mayer Way Out West Fabric Fresh 8 fl oz
Le Labo Rose and Le Labo Santal Duo	None	Le Labo Rose Detergent 16 fl oz, Le Labo Santal Detergent 16 fl oz
Gift Set Le Labo Rose and Le Labo Santal	None	Le Labo Santal Detergent 16 fl oz, Le Labo Rose Detergent 16 fl oz
Spotless Kit	None	Lint-Free Cleaning Cloths, Surface Cleaner 16 fl oz, Scented Vinegar 16 fl oz
Dry Cleaning Detox Kit	None	Mesh Bag Bundle, Wool & Cashmere Shampoo 16 fl oz, Delicate Wash 16 fl oz, Wash & Stain Bar
Number 10 Gift Set Detergent and Conditioner Duo	None	No. 10 Detergent 16 fl oz, No. 10 Fabric Conditioner 16 fl oz
Number 10 Detergent and Conditioner Boxed Gift Set	None	No. 10 Detergent 16 fl oz, No. 10 Fabric Conditioner 16 fl oz
Number 10 Kit	None	No. 10 Fabric Fresh 8 fl oz, No. 10 Fabric Conditioner 16 fl oz, No. 10 Detergent 16 fl oz
723 Detergent Bulk (6 units)	858114008401	No. 723 Detergent 16 fl oz x6
723 Detergent and Conditioner Duo	None	No. 723 Detergent 16 fl oz, No. 723 Fabric Conditioner 16 fl oz
723 Gift Set Detergent and Conditioner Boxed Gift Set	None	No. 723 Detergent 16 fl oz, No. 723 Fabric Conditioner 16 fl oz
723 Collection	None	No. 723 Detergent 16 fl oz, No. 723 Fabric Conditioner 16 fl oz, No. 723 Fabric Fresh 8 fl oz
723 Gift Set Detergent and Fabric Fresh Boxed Gift Set	None	No. 723 Detergent 16 fl oz, No. 723 Fabric Fresh 8 fl oz
Scented Vinegar & Dish Detergent Duo	None	Scented Vinegar 16 fl oz, Dish Detergent 16 fl oz
Pet Mess Kit	None	Scented Vinegar 16 fl oz, Stain Brush, Stain Solution 16 fl oz
Home Cleaning Starter Kit	None	Scented Vinegar 8 fl oz, Surface Cleaner 8 fl oz, Dish Detergent 8 fl oz, Glass & Mirror Cleaner 8 fl oz
Home Cleaning Starter Kit - Holiday 2022	850041104188	Scented Vinegar 8 fl oz, Surface Cleaner 8 fl oz, Dish Detergent 8 fl oz, Glass & Mirror Cleaner 8 fl oz
Signature Detergent Duo	859675001009	Signature Detergent 32 fl oz x2
Signature Detergent 32 fl oz Bulk (6 Units)	859675001009	Signature Detergent 32 fl oz x6
Clean Break Kit	None	Signature Detergent 32 fl oz, All Purpose Bleach Alternative 32 fl oz, Surface Cleaner 16 fl oz, Scented Vinegar 16 fl oz
Best Sellers Kit	None	Signature Detergent 32 fl oz, Delicate Wash 16 fl oz, Sport Detergent 16 fl oz, Wool & Cashmere Shampoo 16 fl oz
Signature Detergent & Fabric Conditioner Duo	None	Signature Detergent 32 fl oz, Fabric Conditioner Classic 16 fl oz
Everyday Laundry Kit	None	Signature Detergent 32 fl oz, Stain Solution 16 fl oz, All Purpose Bleach Alternative 32 fl oz, Classic Fabric Fresh 8 fl oz, Stain Brush

The Pit Kit	None	Signature Detergent 32 fl oz, Stain Solution 16 fl oz, All Purpose Bleach Alternative 32 fl oz, Stain Brush
Holiday Gift Kit 2022	850041104157	Signature Detergent 8 fl oz, Stain Solution 2 fl oz, Delicate Wash 2 fl oz, Wool & Cashmere Shampoo 2 fl oz
Signature Detergent Flex Pack with 32 oz Signature	None	Signature Detergent Flex Pack 64 fl oz, Signature Detergent 32 fl oz
Sport Detergent Duo	859675001917	Sport Detergent 16 fl oz x2
Sport Detergent 16 oz Bulk (6 units)	859675001917	Sport Detergent 16 fl oz x6
Sport Detergent & Spray Duo	None	Sport Detergent 16 fl oz, Sport Spray 4 fl oz
Sport Kit	None	Sport Detergent 16 fl oz, Sport Spray 4 fl oz, Mesh Bag Bundle, Wash & Stain Bar
Sport Detergent Refill Duo	None	Sport Detergent Flex Pack 64 fl oz, Sport Detergent 16 fl oz
The Skimm Laundry Bundle	None	Stain Brush, Signature Detergent 32 fl oz, Fabric Conditioner Classic 16 fl oz, Stain Solution 16 fl oz
Stain Solution Duo	859675001603	Stain Solution 16 fl oz x2
Stain Solution Bulk (6 units)	859675001603	Stain Solution 16 fl oz x6
Today Show Bundle 2020	None	Stain Solution 16 fl oz, Sport Detergent 16 fl oz, Wool & Cashmere Shampoo 16 fl oz, Delicate Wash 16 fl oz
Clean Collar Duo	None	Stain Solution 16 fl oz, Wash & Stain Bar
Make Messes Kit	None	Stain Solution 16 fl oz, Wash & Stain Bar, All Purpose Bleach Alternative 32 fl oz
Winter Travel Trio	None	Stain Solution 2 fl oz, Wool & Cashmere Shampoo 2 fl oz, Signature Detergent 2 fl oz
Surface Cleaner Duo	859675001719	Surface Cleaner 16 fl oz x2
Surface Cleaner Bulk (6 units)	859675001719	Surface Cleaner 16 fl oz x6
Little Laundress Kit	None	Surface Cleaner 16 fl oz, Glass & Mirror Cleaner 16 fl oz, Dish Detergent 16 fl oz, Scented Vinegar 16 fl oz
Surface Cleaner Flex Pack with 16 oz Glass Bottle	None	Surface Cleaner Flex Pack 64 fl oz, Glass Spray Bottle
Unscented/Fragrance-Free Detergent 16 fl oz Bulk (6 units)	859675001504	Unscented/Fragrance-Free Detergent 16 fl oz x6
Unscented/Fragrance-Free Detergent 32 oz Bulk (6 units)	858114008838	Unscented/Fragrance-Free Detergent 32 fl oz x6
Dry Clean On-The-Go Kit	None	Wash & Stain Bar, Classic Fabric Fresh 2 fl oz, Stain Solution 2 fl oz, Wool & Cashmere Shampoo 2 fl oz, Delicate Wash 2 fl oz, Gift Bag
Laundry Essentials Pack	None	Wash & Stain Bar, Delicate Wash 2 fl oz, Classic Fabric Fresh 2 fl oz, Wool & Cashmere Shampoo 2 fl oz, Stain Solution 2 fl oz, Gift Bag
The Laundress Welcome Kit	None	Wash & Stain Bar, Signature Detergent 2 fl oz, Classic Fabric Fresh 2 fl oz, Crease Release 2 fl oz
Whites Detergent Duo	859675001016	Whites Detergent 32 fl oz x2
Whites Detergent 32 fl oz Bulk (6 units)	859675001016	Whites Detergent 32 fl oz x6
Brighten Up Duo	None	Whites Detergent 32 fl oz, All Purpose Bleach Alternative 32 fl oz
Whites and Darks Duo	None	Whites Detergent 32 fl oz, Darks Detergent 32 fl oz
Seasonal Whites Detergent and Fabric Conditioner Duo	None	Whites Detergent 32 fl oz, Fabric Conditioner Classic 16 fl oz
Wool & Cashmere Shampoo 16 fl oz Bulk (6 units)	859675001054	Wool & Cashmere Shampoo 16 fl oz x6
Wool and Cashmere Kit	None	Wool & Cashmere Shampoo 16 fl oz, Stain Solution 16 fl oz, Wool & Cashmere Spray 4 fl oz, Sweater Comb
Wool & Cashmere Shampoo & Wool & Cashmere Spray Duo	None	Wool & Cashmere Shampoo 16 fl oz, Wool & Cashmere Spray 4 fl oz
Wool and Cashmere Kit	None	Wool & Cashmere Shampoo 16 fl oz, Wool & Cashmere Spray 4 fl oz, Mesh Bag Bundle
The Laundress Starter Kit	None	Wool & Cashmere Shampoo 8 fl oz, Delicate Wash 8 fl oz, Signature Detergent 8 fl oz, Stain Solution 8 fl oz
Laundry Starter Kit - Holiday 2022	850041104195	Wool & Cashmere Shampoo 8 fl oz, Delicate Wash 8 fl oz, Signature Detergent 8 fl oz, Stain Solution 8 fl oz