

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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SUZANNE HERNANDEZ and DANIEL HERNANDEZ,

Plaintiffs,

-against-

THE LAUNDRESS, LLC, THE LAUNDRESS, LLC d/b/a THE
LAUNDRESS, UNILEVER UNITED STATES, INC., and
UNILEVER NORTH AMERICA SUPPLY CHAIN COMPANY,
LLC, CONOPCO, INC. d/b/a UNILEVER,

Defendants.

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SUMMONS

Index No.:

The basis of the venue is:
County Within the City in
Which The Cause of
Action Arose

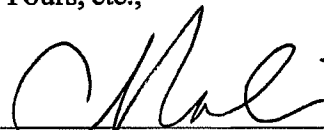
Plaintiff designates New
York County as the place
of trial.

To the above-named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: New York, New York
August 31, 2023

Yours, etc.,



Caitlin Robin, Esq.
CAITLIN ROBIN & ASSOCIATES, PLLC
Attorney for Plaintiffs
SUZANNE HERNANDEZ & DANIEL

HERNANDEZ
30 Broad Street Suite 702
New York, New York 10004
(646)-524-6026

TO: THE LAUNDRESS & UNILEVER NORTH AMERICA SUPPLY CHAIN
COMPANY, LLC
C/O C T CORPORATION SYSTEM, 28 Liberty Street, New York, NY 10005

UNILEVER, C/O GENERAL COUNSEL, UNILEVER UNITED STATES, INC.
700 Sylvan Ave., Englewood Cliffs, NJ 07632

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
SUZANNE HERNANDEZ and DANIEL HERNANDEZ,

Plaintiffs,

-against-

VERIFIED
COMPLAINT

Index No.:

THE LAUNDRESS, LLC, THE LAUNDRESS, LLC d/b/a THE
LAUNDRESS, UNILEVER UNITED STATES, INC., and
UNILEVER NORTH AMERICA SUPPLY CHAIN COMPANY,
LLC, CONOPCO, INC. d/b/a UNILEVER,

Defendants.

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Plaintiffs, SUZANNE HERNANDEZ and DANIEL HERNANDEZ, by their attorneys,
CAITLIN ROBIN & ASSOCIATES, PLLC, as and for their Verified Complaint herein, allege
upon information and belief as follows:

PARTIES

1. Plaintiffs SUZANNE HERNANDEZ and DANIEL HERNANDEZ resided and
purchased The Laundress products in New York County, New York.

2. That upon information and belief, at all times relevant hereto, Defendant THE
LAUNDRESS, LLC, is and at all times mentioned in this complaint was a foreign limited liability
company organized and existing under the laws of the State of Delaware, with its principal place
of business in New York, New York.

3. That upon information and belief, at all times relevant hereto, Defendant THE
LAUNDRESS, LLC d/b/a THE LAUNDRESS, is and at all times mentioned in this complaint was
a foreign limited liability company organized and existing under the laws of the State of Delaware,
with its principal place of business in New York, New York.

4. That upon information and belief, at all times relevant hereto, Defendant UNILEVER UNITED STATES, INC., is and at all times mentioned in this complaint was a foreign corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

5. That upon information and belief, Defendant UNILEVER UNITED STATES, INC., is and at all times mentioned in this complaint was part of the Unilever Group, an international consumer goods company comprised of two parent companies, Unilever N.V. based in The Netherlands, and Unilever PLC based in the United Kingdom, and that the Unilever Group operates in the United States as the single entity UNILEVER UNITED STATES, INC.

6. That upon information and belief, at all times relevant hereto, Defendant UNILEVER NORTH AMERICA SUPPLY CHAIN COMPANY, LLC, is and at all times mentioned in this complaint was a foreign limited liability company formed in Delaware and located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

7. That upon information and belief, at all times relevant hereto, Defendant CONOPCO, INC. d/b/a UNILEVER, is and at all times mentioned in this complaint was a domestic corporation organized and existing under the laws of the State of New York, with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

8. Defendants UNILEVER UNITED STATES, INC., UNILEVER NORTH AMERICA SUPPLY CHAIN COMPANY, LLC, and CONOPCO, INC. d/b/a UNILEVER will be collectively referred to hereinafter in this complaint as the "Unilever Defendants."

9. That upon information and belief, the Unilever Defendants do and at all times relevant hereto did conduct substantial business in New York County, New York.

FACTS

10. The Laundress was founded in 2004 and offers laundry cleaning products as well as tips and “solutions.”¹

11. In January 2019, the Unilever Defendants acquired The Laundress for \$100,000,000.00 (one-hundred million dollars).²

12. Since January 2019, the Unilever Defendants have marketed, sold, manufactured, and/or distributed The Laundress products.

13. The Unilever Defendants market The Laundress products to consumers looking for non-toxic and eco-friendly alternatives to other cleaning brands.

14. That over a period of years from roughly 2019 through 2022, Plaintiff SUZANNE HERNANDEZ regularly purchased The Laundress products.

15. That on or about May 10, 2022, Plaintiff SUZANNE HERNANDEZ woke up in the morning with discharge coming from her right eye, which was dry, painful, and highly sensitive to light.

16. That on or about May 10, 2022, Plaintiff SUZANNE HERNANDEZ saw an ophthalmologist, who suspected a possible infection and prescribed medication, including prednisone and antibiotics such as Vigamox (moxifloxacin) eyedrops, among others.

17. That the medications seemed to work for a few days but then the goopy discharge continued in the form of green and yellow puss, occurring throughout the day, and Plaintiff’s eye was stinging and very sensitive to light, causing pain.

¹ See “About Us,” THE LAUNDRESS (accessed Aug. 25, 2023), <https://www.thelaundress.com/pages/about-us>.

² UNILEVER, *Unilever acquires The Laundress* (Jan. 27, 2019), <https://www.unilever.com/news/press-and-media/press-releases/2019/unilever-acquires-the-laundress/>.

18. That on or about July 21, 2022, an eye culture was collected from Plaintiff SUZANNE HERNANDEZ which was positive for the presence of *Pseudomonas aeruginosa*.

19. That Plaintiff SUZANNE HERNANDEZ was prescribed and completed multiple rounds of antibiotics, including but not limited to Vigamox, Cipro, and Levaquin, which did not ultimately resolve the infection.

20. That on or about November 1, 2022, Plaintiff SUZANNE HERNANDEZ underwent a dacryocystorhinostomy (DCR) surgery in which the ocular surgeon had to drill through her nose bone to access the tear duct and resolve the infection.

21. That as a result of the infection and surgery, Plaintiff SUZANNE HERNANDEZ suffered bruising, swelling, and scarring to her face, as well as pain and continued need for antibiotics and eyedrops.

22. That on November 17, 2022, The Laundress, through the Unilever Defendants, posted a “safety notice” on its website, leading to a recall³ two weeks later of approximately eight million (8,000,000) The Laundress products that were contaminated with bacteria such as various species of *Pseudomonas*, including but not limited to *Pseudomonas aeruginosa*.

23. The “safety notice” contained the following message:

This safety notice is to inform you to immediately stop using all The Laundress products in your possession. We have identified the potential presence of elevated levels of bacteria in some of our products that present a safety concern.

Based on our investigation to date, we are not aware of any adverse health impacts related to this issue.

³ U.S. CONSUMER PRODUCT SAFETY COMM’N, “The Laundress Recalls Laundry Detergent and Household Cleaning Products Due to Risk of Exposure to Bacteria” (accessed Aug. 30, 2023), <https://www.cpsc.gov/Recalls/2023/The-Laundress-Recalls-Laundry-Detergent-and-Household-Cleaning-Products-Due-to-Risk-of-Exposure-to-Bacteria>.

Your safety and the quality of our products is our top priority. We are working closely with our suppliers to ensure that our products meet our standards and expectations.

We apologize for this situation and appreciate your attention to this notice.

We will communicate an update about the products impacted and how to obtain a reimbursement or replacement as soon as possible.

The Laundress Team

24. That The Laundress and/or Unilever Defendants failed to ever directly notify its customers, like Plaintiff, who purchased The Laundress products through their website of the emergent nature of this development or subsequent recall, despite having their contact information.

25. That the recalled The Laundress products were identified by lot codes.

26. That The Laundress products that Plaintiff SUZANNE HERNANDEZ purchased and used match the recalled lot codes.

27. That *Pseudomonas* bacteria are known to be highly toxic bacteria that can be transmitted through airborne exposure and skin contact and can cause serious infections, severe tissue damage, pneumonia, septicemia, and even death in humans.

28. That *Pseudomonas* are even known as a “superbug” due to their high mutation rate and resistance to antibiotics.

29. That The Laundress and the Unilever Defendants had exclusive knowledge of The Laundress products’ contents and knew or should have known that their products, which were marketed as “non-toxic,” were actually very toxic given the potential presence of *Pseudomonas*.

30. That The Laundress and Unilever Defendants knew or should have known that their customers, such as Plaintiff, would continuously use the products throughout their households, including but not limited to on their clothes, dishes, and bedding, increasing the likelihood of physical contact with the product and with the toxic bacteria it contained.

AS AND FOR A FIRST CAUSE OF ACTION FOR NEGLIGENCE

31. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs 1 through 30 of the complaint set forth with the same force and effect as if fully set forth herein at length.

32. Between 2019 and 2022, Defendants designed, manufactured, developed, tested, labeled, marketed, sold, supplied, and/or distributed The Laundress household cleaning products, which were advertised and marketed as luxury, non-toxic cleaning products.

33. As described above, Plaintiffs purchased The Laundress products and used them for their intended purposes.

34. Unbeknownst to Plaintiffs, the manufacturing process used to manufacture The Laundress products was defective in that it contaminated the products with dangerous bacteria as described above, rendering the products defective and unreasonably dangerous and hazardous.

35. At all times relevant to this action, Defendants had a duty to exercise reasonable care and to comply with existing standards of care in the preparation, design, development, formulation, manufacture, testing, packaging, promotion, labeling, advertising, marketing, instruction of use, warning about distribution, supply, and/or sale of The Laundress products which Defendants introduced into the stream of commerce to be used as household cleaning items for personal use.

36. Defendants had a duty to ensure that those using The Laundress products, including Plaintiffs, would not suffer from unreasonable, dangerous, adverse events or effects while using the products in their normal, intended, and/or foreseeable manner(s).

37. Defendants had a duty to ensure that those using The Laundress products, including Plaintiffs, would not significantly increase their risk of bodily harm and adverse events or effects.

38. Defendants breached those duties to Plaintiffs as set forth in detail above.

39. Defendants knew or reasonably should have known that The Laundress products contained dangerous bacteria, rendering them defective for use in their intended and foreseeable use(s) and purpose(s).

40. Defendants knew or reasonably should have known that Plaintiffs would foreseeably sustain an injury and/or infection as a result of Defendants' failure to exercise reasonable care.

41. As a direct and proximate cause of Defendants' negligence, Plaintiffs suffered, and will continue to suffer, bodily and emotional harm, including but not limited to dry eyes, light sensitivity, discharge of mucous-like substance, swelling, bruising, pain, need for surgery, loss of earnings, severe emotional distress and anxiety, and other economic and non-economic damages in an amount to be proven at trial.

**AS AND FOR A SECOND CAUSE OF ACTION FOR NEGLIGENT DEFECTIVE
DESIGN**

42. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs 1 through 41 of the complaint set forth with the same force and effect as if fully set forth herein at length.

43. Defendants, as the manufacturer, distributor, and seller of The Laundress products, owed a duty to those who would foreseeably be injured by their products, including Plaintiff, to use care in the design, manufacturing, distribution, and sale of their products and to warn consumers, including Plaintiffs, of any defects in The Laundress products as they became known to Defendants.

44. Defendants, in breach of the duties described above, negligently and carelessly manufactured, distributed, and sold The Laundress products containing dangerous bacteria to Plaintiffs; failed to warn or adequately warn Plaintiffs that there was a serious risk of bacterial contamination in the products; failed to expressly advise Plaintiffs of the recall later issued for The Laundress products; and failed to otherwise exercise due care with respect to the matters alleged in this complaint.

45. The Laundress products were defectively designed in that bacteria, including multiple species of *Pseudomonas*, were permitted to contaminate the household products.

46. As a direct and proximate result of the negligence and carelessness of Defendants, The Laundress products purchased by Plaintiffs caused serious injuries and damages to Plaintiff SUZANNE HERNANDEZ as set forth above.

**AS AND FOR A THIRD CAUSE OF ACTION FOR PRODUCT LIABILITY –
MANUFACTURING DEFECT**

47. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs 1 through 46 of the complaint set forth with the same force and effect as if fully set forth herein at length.

48. Between 2019 and 2022, Defendants designed, manufactured, developed, tested, labeled, marketed, sold, supplied, and/or distributed The Laundress household cleaning products, which were advertised and marketed as luxury, non-toxic cleaning products.

49. Unbeknownst to Plaintiffs, the manufacturing process used to manufacture The Laundress products was defective in that it contaminated the products with dangerous bacteria as described above, rendering the products defective and unreasonably dangerous and hazardous.

50. The contaminated The Laundress products were then sold, supplied, and/or distributed to Plaintiffs by Defendants.

51. The defective condition during the manufacturing process existed when The Laundress products left the Defendants' possession.

52. Defendants are liable to Plaintiffs for the negligent manufacturing defect.

53. As a foreseeable direct and proximate result of the products being in a defective condition and unreasonably dangerous, Plaintiff SUZANNE HERNANDEZ suffered serious injuries and damages as set forth above.

**AS AND FOR A FOURTH CAUSE OF ACTION FOR PRODUCT LIABILITY –
FAILURE TO WARN**

54. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs 1 through 53 of the complaint set forth with the same force and effect as if fully set forth herein at length.

55. At all relevant times, Defendants were in the business of and did design, develop, formulate, manufacture, test, package, promote, label, advertise, market, instruct on, warn about, distribute, supply, and/or sell The Laundress products as intended to be household cleaning products.

56. Defendants placed The Laundress products into the stream of commerce.

57. Defendants knew or reasonably should have known that the contaminated The Laundress products were dangerous or were likely to be dangerous when used or misused in a reasonable, foreseeable manner.

58. Defendants knew or reasonably should have known that the use of the contaminated The Laundress products created an increased risk of serious bodily harm to reasonably foreseeable consumers, including Plaintiff SUZANNE HERNANDEZ.

59. Defendants knew or reasonably should have known that Plaintiff SUZANNE HERNANDEZ would not know of the danger posed by using the contaminated The Laundress products until harm was done.

60. Defendants failed to provide adequate safe-use instructions and/or adequate warnings to consumers despite Defendants' knowledge of the risks.

61. Defendants knew about but failed to inform their consumers, including Plaintiffs, of the risks of using the contaminated The Laundress products, thereby preventing consumers, including Plaintiffs, from eliminating or reducing said risks.

62. Plaintiff SUZANNE HERNANDEZ suffered and will continue to suffer injuries as previously described herein.

63. Defendants' failure to warn was a substantial factor in causing injury to Plaintiff SUZANNE HERNANDEZ.

64. A reasonable manufacturer, distributor, and/or seller under the same or similar circumstances would have warned consumers directly and expressly of the danger of the contaminated The Laundress products as previously described herein.

65. As a direct and proximate result of Defendants' conduct as described herein, Plaintiff SUZANNE HERNANDEZ has suffered and will continue to suffer harm, as previously described herein.

**AS AND FOR A FIFTH CAUSE OF ACTION FOR BREACH OF IMPLIED
WARRANTY OF MERCHANTABILITY**

66. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs 1 through 65 of the complaint set forth with the same force and effect as if fully set forth herein at length.

67. The implied warranty of merchantability included the sale of each The Laundress product warranted that it would be merchantable, fit for its ordinary purposes for which household cleaning products are used, pass without objection in the trade, be of fair and average quality, and conform to the promises and affirmations of fact made by The Laundress and the Unilever Defendants.

68. Defendants breached the implied warranty of merchantability because The Laundress products were defective as alleged herein, would not pass without objection due to the presence of dangerous bacteria, were not fit for normal use, and therefore failed to conform to the standard of like products in the trade.

69. The contaminated The Laundress products would not pass without objection in marketing, warranties, and other statements regarding the products' features, quality, safety, and use because the products were inherently defective in that they carried dangerous and harmful bacteria, including but not limited to several species of *Pseudomonas*.

70. The Laundress products, when sold and at all times thereafter, was not in merchantable condition and is not fit for the ordinary purpose for which it is used.

71. Defendants knew, or in the exercise of reasonable care should have known, that The Laundress products were defective prior to sale.

72. As a foreseeable direct and proximate result of the Defendants' breach of the implied warranty of merchantability, Plaintiff SUZANNE HERNANDEZ suffered serious injuries and damages as set forth above.

**AS AND FOR A SIXTH CAUSE OF ACTION FOR LOSS OF CONSORTIUM
AND SERVICES FOR DANIEL HERNANDEZ**

73. As a result of Plaintiff SUZANNE HERNANDEZ's injuries, her husband, DANIEL HERNANDEZ, has suffered a loss of consortium in that he has been deprived of the

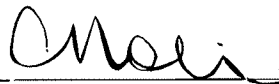
familiar relationship including the care, sexual relations, companionship, household help, emotional support, and love of his wife.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs SUZANNE HERNANDEZ and DANIEL HERNANDEZ demand judgment against the Defendants on each cause of action in amounts to be determined upon the trial of this action which exceeds the jurisdiction of lower courts, inclusive of punitive damages and attorneys' fees, inclusive of costs and disbursements of this action, interest, and such other relief as is appropriate under the law.

Dated: New York, New York
August 31, 2023

Respectfully Submitted,



Caitlin Robin, Esq.

CAITLIN ROBIN & ASSOCIATES, PLLC

Attorney for Plaintiffs

SUZANNE HERNANDEZ & DANIEL
HERNANDEZ

30 Broad Street, Suite 702

New York, New York 10004

(646)-524-6026

TO: THE LAUNDRESS, c/o CT Corporation System, 28 Liberty St., New York, NY 10005

UNILEVER, 700 Sylvan Avenue, Englewood Cliffs, NJ 07632

ATTORNEY'S VERIFICATION

CAITLIN ROBIN, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury:

I am a member of the law firm of **CAITLIN ROBIN & ASSOCIATES, PLLC**, I have read the annexed **VERIFIED COMPLAINT** and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files. The reason this verification is made by me and not Plaintiff is that Plaintiff does not reside in the county wherein I maintain my office.

Dated: New York, New York
August 31, 2023


CAITLIN ROBIN, ESQ.