Trenton R. Kashima (SBN 291405)
BRYSON HARRIS SUCIU & DeMAY PLLC
19800 MacArthur Blvd., Suite 270
Irvine, CA 92612
Telephone: (212) 946-9389
tkashima@brysonpllc.com

Attorney for Plaintiff and the Proposed Class

(Additional Counsel listed on Signature Page)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

LESLIE SANTANA, individually and on behalf of all others similarly situated,

Plaintiff,

v.

THE CLOROX COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Leslie Santana ("Plaintiff"), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant The Clorox Company ("Clorox" or "Defendant"). Plaintiff's allegations are based on personal knowledge as to her own acts and experiences and, as to all other matters, on the investigation of counsel, which included review of the September 3, 2026 recall notice published by the U.S. Consumer Product Safety Commission ("CPSC"), Clorox's public filings and statements, the CPSC's January 2026 civil penalty settlement with Clorox, Clorox's recall website, the labels of the Products, and the other sources cited herein.

NATURE OF THE ACTION

1. This case is about a household cleaner that was contaminated with a dangerous bacterium, and a company that had every reason to know it. On September 3, 2026, Clorox recalled approximately 6.3 million bottles of scented Mistolin and Lestoil multi-purpose cleaners (the "Products" or "Recalled Products") because the Products "may contain bacteria, including Pseudomonas aeruginosa," an organism that can cause serious infections through inhalation, contact with the eyes, or contact with broken skin.[1] The Products were manufactured over a fifteen-month span, from April 1, 2025 through June 17, 2026, and were sold to consumers throughout Puerto Rico and the U.S. Virgin Islands at Walmart, Sam's Club, Costco, Supermercados Econo, Supermercados Selectos, and other retailers.[2]

2. Pseudomonas aeruginosa is not an obscure risk to Clorox. It is the very same bacterium that forced Clorox to recall approximately 37 million bottles of its scented Pine-Sol cleaners in October 2022.[3] In January 2026—during the very period in which the Products at

[1] U.S. Consumer Product Safety Commission, Clorox Puerto Rico Recalls 6 Million Scented Mistolin and Lestoil Multi-Purpose Cleaners Due to Risk of Exposure to Bacteria, Recall No. 26-741 (Sept. 3, 2026), https://www.cpsc.gov/Recalls/2026/Clorox-Puerto-Rico-Recalls-6-Million-Scented-Mistolin-and-Lestoil-Multi-Purpose-Cleaners-Due-to-Risk-of-Exposure-to-Bacteria (last visited Sept. 5, 2026) (the "Recall Notice").

[2] Recall Notice, *supra*.

[3] U.S. Consumer Product Safety Commission, Clorox Recalls Pine-Sol Scented Multi-Surface Cleaners, CloroxPro Pine-Sol All Purpose Cleaners, and Clorox Professional Pine-Sol Lemon Fresh Cleaners Due to Risk of Exposure to Bacteria, Recall No. 23-022 (Oct. 25, 2022), https://www.cpsc.gov/Recalls/2023/Clorox-Recalls-Pine-Sol-Scented-Multi-Surface-Cleaners-CloroxPro-Pine-Sol-All-Purpose-Cleaners-and-Clorox-ProfessionalTM-Pine-Sol-Lemon-Fresh-Cleaners-Due-to-Risk-of-Exposure-to-Bacteria-1 (last visited Sept. 5, 2026) (the "Pine-Sol Recall Notice").

issue here were being manufactured—Clorox agreed to pay a $14.15 million civil penalty to resolve CPSC charges that it knowingly failed to immediately report the Pine-Sol contamination to the government, despite its own microbiologists having documented "possibly a Pseudomonad" in its storage tanks and finished product as early as 2019.[4] As part of that settlement, Clorox agreed to maintain an enhanced compliance program and to file annual compliance reports with the CPSC.[5]

3. Clorox thus knew, from direct and expensive experience, that its scented multi-surface cleaners were vulnerable to Pseudomonas aeruginosa contamination; it knew the mechanism by which that contamination arises in fragranced formulations; it knew what testing was required to detect it; and it had promised the federal government that it would do better. Yet for fifteen months Clorox manufactured, branded, marketed, and sold the Products to Puerto Rico and Virgin Islands consumers—under the Clorox name and trademark, with labels declaring that each bottle was "inspired by the power of Clorox"—without any warning that the Products could contain a pathogen, and then allowed the Products to remain on store shelves for months after it had stopped producing them.

4. As a result, Plaintiff and the members of the proposed Class paid for cleaning products that were worthless, or worth materially less than they paid, because a household cleaner contaminated with an infectious bacterium is unfit for its only purpose. Clorox's recall program does not cure the harm: it refunds only consumers who still have the bottle and can photograph its UPC code, pays an amount Clorox alone determines, and offers nothing for the cost of disinfecting a home that has been cleaned with a contaminated product. Plaintiff brings this action to recover the money she and the Class lost, to obtain injunctive relief requiring Clorox to fix the

[4] U.S. Consumer Product Safety Commission, Clorox Agrees to Pay $14.15 Million Civil Penalty for Failure to Immediately Report Bacterial Hazard with Pine-Sol Scented Multi-Surface Cleaning Products (Jan. 27, 2026), https://www.cpsc.gov/Newsroom/News-Releases/2026/Clorox-Agrees-to-Pay-14-15-Million-Civil-Penalty-for-Failure-to-Immediately-Report-Bacterial-Hazard-with-Pine-Sol-Scented-Multi-Surface-Cleaning-Products (last visited Sept. 5, 2026) (the "Penalty Release"); see also Proposed Settlement Agreement, Stipulation, Order and Judgment; The Clorox Company, Fed. Reg. (Jan. 27, 2026), https://www.federalregister.gov/documents/2026/01/27/2026-01545/proposed-settlement-agreement-stipulation-order-and-judgement-etc-the-clorox-company (last visited Sept. 5, 2026).

[5] Penalty Release, supra.

quality-control failures that produced this recall, and to hold Clorox accountable under California and Puerto Rico law.

PARTIES

Plaintiff Leslie Santana

5. Plaintiff Leslie Santana is a natural person and a citizen of the Commonwealth of Puerto Rico who resides in San Juan, Puerto Rico. Plaintiff is a "consumer" within the meaning of California Civil Code § 1761(d) and a "person" within the meaning of California Business and Professions Code §§ 17201 and 17506.

6. During the Class Period defined below, Plaintiff purchased scented Mistolin cleaners on numerous occasions from brick-and-mortar retail stores in Puerto Rico, including but not limited to Walmart, for personal, family, and household use. Plaintiff purchased the Products to clean the surfaces of her home and to leave her home smelling fresh, which is precisely how Clorox markets them.

7. Plaintiff currently possesses at least three bottles of the Recalled Products that she purchased during the Class Period, each in the 28-fluid-ounce (828 mL) size: Mistolin Espíritu Play, bearing date code PR0126159PR-1; Mistolin Frescura de Lavanda, bearing date code PR0126014PR-1; and Mistolin Sólo para Ti, bearing date code PR0126056PR-1. Each of these date codes begins with the prefix "PR01" and carries a five-digit code (26159, 26014, and 26056) within the range of 25091 through 26168 identified in the September 3, 2026 recall.[6] Plaintiff also purchased and used other bottles of the Recalled Products during the Class Period that she consumed in the ordinary course of cleaning her home and no longer possesses.

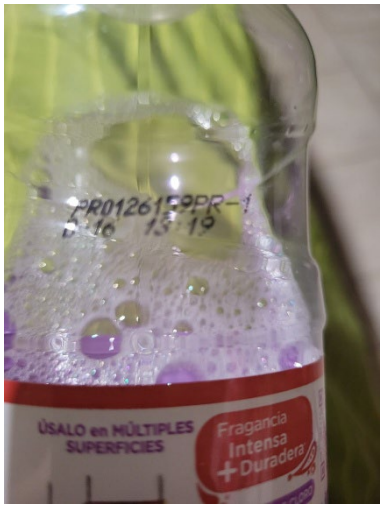
8. The five digits following the "PR01" prefix encode the year and day on which each unit was produced.[7] Plaintiff's Products were accordingly manufactured on January 14, 2026 (PR0126014), February 25, 2026 (PR0126056), and June 8, 2026 (PR0126159), and were

[6] Photographs of Plaintiff's Products and their date codes are reproduced below.

[7] The Recall Notice identifies date codes 25091 through 26168 as corresponding to production from April 1, 2025 through June 17, 2026. April 1 is the 91st day of 2025 and June 17 is the 168th day of 2026; the five digits following the "PR01" prefix therefore encode the two-digit year and the day of the year on which the unit was produced.

necessarily purchased by Plaintiff after those dates—in the case of the Espíritu Play bottle, no earlier than June 8, 2026, less than three months before this action was filed.





Mistolin Espíritu Play (28 fl. oz.), date code PR0126159PR-1





Mistolin Frescura de Lavanda (28 fl. oz.), date code PR0126014PR-1



Mistolin Sólo para Ti (28 fl. oz.), date code PR0126056PR-1

9. Each of Plaintiff's Products bears the same front label design. The front label displays the Mistolin brand name; the Clorox diamond trademark together with the words "inspirado por el poder de CLOROX" ("inspired by the power of Clorox"); the scent name; the claims "Fragancia Intensa + Duradera" ("Intense + Long-Lasting Fragrance"), "Fragancia con Aceites Esenciales" ("Fragrance with Essential Oils"), and "Limpieza Efectiva y Fácil" ("Effective and Easy Cleaning"); the product description "Limpiador Aromatizante Desodorizante / Deodorizing Cleaner"; and, on the side panel, the instruction "Úsalo en Múltiples Superficies" ("Use on Multiple Surfaces"). The only caution on the front label is "CAUTION: EYE IRRITANT. Read back panel carefully."

10. Before each purchase, Plaintiff reviewed the front label of the Product she selected. Nothing on the label, on the shelf, or in any Clorox advertising disclosed that the Product could contain Pseudomonas aeruginosa or any other pathogenic bacteria, or that Clorox had experienced the same contamination in its scented cleaners before. Plaintiff reasonably understood, as any reasonable consumer would, that a household cleaning product bearing the Clorox trademark and promising "effective" cleaning of "multiple surfaces" was free of infectious bacteria and safe to spray, pour, and breathe in her home.

11. Plaintiff used the Products throughout her home, including in her kitchen and bathrooms and on floors and other surfaces, applying the Products in the manner directed on the label. In doing so she was exposed to the Products through the air, on her hands, and on the surfaces of her home, and the surfaces, mops, cloths, and other implements to which she applied the Products will now need to be cleaned, disinfected, or replaced.

12. Had Clorox disclosed that the Products could be contaminated with Pseudomonas aeruginosa, or that Clorox's scented cleaner formulations and manufacturing controls had already failed to prevent that contamination once before, Plaintiff would not have purchased the Products, or would not have purchased them on the same terms or at the same price. Plaintiff did not receive the benefit of her bargain. The Products she purchased were worthless, or worth materially less than what she paid, and the bottles she still possesses cannot safely be used and must be discarded.

13. Plaintiff learned of the contamination only when the recall was announced on September 3, 2026, and she filed this action promptly thereafter. Plaintiff remains a purchaser of household cleaning products, including scented multi-purpose cleaners, and would purchase Mistolin and Lestoil products in the future if she could be assured that they are manufactured under quality controls that prevent bacterial contamination. Absent injunctive relief, she has no way to know whether Clorox has corrected the failures that led to this recall and cannot rely on Clorox's labeling and marketing.

Defendant The Clorox Company

14. Defendant The Clorox Company is a Delaware corporation with its headquarters and principal place of business at 1221 Broadway, Oakland, California 94612, within this District.[8] Clorox is one of the largest manufacturers of household cleaning products in the world and reported net sales of approximately $6.7 billion for its fiscal year ended June 30, 2026.[9]

[8] The Clorox Company, Annual Report (Form 10-K) for the fiscal year ended June 30, 2025, https://www.sec.gov/Archives/edgar/data/21076/000002107625000039/clx-20250630.htm (last visited Sept. 5, 2026) (the "2025 Form 10-K").

[9] The Clorox Company, Annual Report (Form 10-K) for the fiscal year ended June 30, 2026 (filed Aug. 7, 2026), available at https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000021076&type=10-K (last visited Sept. 5, 2026); The Clorox Company, Clorox Reports Q4 and FY26 Results, Provides FY27 Outlook (Aug. 3, 2026), https://investors.thecloroxcompany.com/news/news-details/2026/Clorox-Reports-Q4-and-FY26-Results-Provides-FY27-Outlook/default.aspx (last visited Sept. 5, 2026).

15. Clorox manufactures the Products in Puerto Rico through a wholly owned subsidiary, Clorox Manufacturing Company of Puerto Rico, Inc. ("Clorox Puerto Rico"), which Clorox identifies as one of its subsidiaries in its filings with the U.S. Securities and Exchange Commission.[10] Clorox operates a manufacturing plant in Barrio Río Cañas, Caguas, Puerto Rico, which it opened in 1975 as its first manufacturing facility outside the continental United States and which produces the Mistolin, Lestoil, Clorox, and Clorox Ropa brands for the Puerto Rico and Virgin Islands markets.[11]

16. As alleged in detail below, Clorox—not its subsidiary—owns and controls the Mistolin and Lestoil brands and places its own Clorox trademark on every bottle; sets the formulations, preservative systems, microbiological specifications, and quality-control standards under which the Products are made; controls the labeling and marketing of the Products; and made the decisions concerning the reporting and recall of the Products. The misconduct alleged in this Complaint arose from Clorox's operations in California. The decisions concerning the design, formulation, quality assurance, labeling, marketing, safety reporting, and recall of the Products were made in whole or in substantial part at Clorox's headquarters in Oakland, California.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because this is a class action in which the aggregate claims of the proposed Class exceed $5,000,000, exclusive of interest and costs; there are more than 100 members of the proposed Class; and at least one member of the proposed Class is a citizen of a State different from Defendant. Plaintiff is a citizen of Puerto Rico, which is a "State" for purposes of 28 U.S.C. § 1332. See 28 U.S.C. § 1332(e). Defendant is a citizen of Delaware and California. Approximately 6.3 million units of the Recalled Products were sold at retail prices ranging from approximately

[10] The Clorox Company, Form 10-K, Exhibit 21.1 (Subsidiaries), https://www.sec.gov/Archives/edgar/data/21076/000120677413003034/exhibit21-1.htm (last visited Sept. 5, 2026).

[11] Asociación Hecho en Puerto Rico, Clorox®, Lestoil® y Mistolín® celebran hechos en Puerto Rico hace 40 años, https://asociacion.hechoen.pr/noticias/clorox-lestoil-y-mistolin-celebran-hechos-en-puerto-rico-hace-40-anos/ (last visited Sept. 5, 2026).

$1.40 to $8.00 per unit,[12] and the restitution, damages, and injunctive relief sought here place well over $5,000,000 in controversy.

18. None of the exceptions to jurisdiction under 28 U.S.C. § 1332(d)(3)–(4) applies. Fewer than one-third of the members of the proposed Class are citizens of California, the State in which this action is filed, and Defendant, the only defendant, is not a citizen of Puerto Rico.

19. This Court has general personal jurisdiction over Clorox because Clorox is at home in California: its principal place of business and corporate headquarters are in Oakland, California, and it conducts substantial and continuous business in this State. This Court also has specific personal jurisdiction over Clorox because the conduct giving rise to Plaintiff's claims—including the decisions concerning the formulation, quality control, labeling, marketing, safety reporting, and recall of the Products—emanated from Clorox's California headquarters.

20. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (c)(2) because Clorox resides in this District, and under 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this District, where Clorox is headquartered and where the decisions and omissions challenged in this Complaint were made.

21. Pursuant to Civil Local Rule 3-2(c) and (d), assignment to the San Francisco Division or the Oakland Division is proper because a substantial part of the events or omissions giving rise to the claims occurred in Alameda County, where Clorox maintains its principal place of business.

FACTUAL ALLEGATIONS

A. The Recalled Products

22. The Recalled Products are scented, liquid, multi-purpose household cleaners sold under two Clorox-owned brands, Mistolin and Lestoil, in bottles of 28, 40, 64, and 128 fluid ounces.[13]

23. The Mistolin Products are dilutable cleaners marketed for use throughout the home and sold in nine fragrances: Alegra tu Día, Espíritu Play, Flores de Primavera, Fresco Despertar,

[12] Recall Notice, *supra*.
[13] Recall Notice, *supra*.

Frescura de Lavanda, Frescura Tropical, Manzana y Canela, Pino y Especias, and Sólo para Ti. The Lestoil Products are marketed as heavy-duty multi-purpose cleaners and were sold in four fragrances: Energía del Yunque, Fuerza de Lavanda Tropical, Intenso Limón Boricua, and Olas de Rincón.[14]

24. The Recalled Products bear date codes printed on the bottle beginning with the prefix "PR01" followed by five digits from 25091 through 26168, corresponding to production dates from April 1, 2025 through June 17, 2026.[15]

25. The Products were sold at Walmart, Sam's Club, Costco, Supermercados Econo, Supermercados Selectos, and other major retailers in Puerto Rico and the U.S. Virgin Islands for approximately $1.40 to $8.00 per bottle, depending on size. Approximately 6.3 million units of the Recalled Products were sold.[16]

26. Mistolin and Lestoil are ubiquitous in Puerto Rico. Clorox has manufactured Lestoil and Mistolin in Puerto Rico for decades, produces approximately 18 million bottles a year at its Caguas plant, and promotes the brands as "Hecho en Puerto Rico."[17] For many Puerto Rican households, Mistolin is the default floor and multi-surface cleaner, purchased on a recurring basis and used in the kitchen, bathrooms, and living areas of the home.

27. Every bottle of the Products carries the Clorox name and trademark. The front label of each Mistolin Product displays the Clorox diamond logo beside the words "inspirado por el poder de CLOROX"—"inspired by the power of Clorox."[18] Clorox thereby holds the Products out to consumers as its own, trades on the reputation of the Clorox brand for effective and safe cleaning, and invites consumers to attribute to the Products the quality they associate with Clorox.

28. The labels make affirmative representations about what the Products are and what they do. They describe the Products as a "Deodorizing Cleaner" ("Limpiador Aromatizante Desodorizante"), promise "Limpieza Efectiva y Fácil" ("Effective and Easy Cleaning"), instruct

[14] Recall Notice, supra.
[15] Recall Notice, supra.
[16] Recall Notice, supra.
[17] Asociación Hecho en Puerto Rico, Clorox®, Lestoil® y Mistolín® celebran hechos en Puerto Rico hace 40 años, https://asociacion.hechoen.pr/noticias/clorox-lestoil-y-mistolin-celebran-hechos-en-puerto-rico-hace-40-anos/ (last visited Sept. 5, 2026).
[18] Photographs of the front labels of Plaintiff's Products are reproduced in Section II above.

consumers to use the Products "en Múltiples Superficies" ("on Multiple Surfaces"), and promote "Fragancia Intensa + Duradera" ("Intense + Long-Lasting Fragrance") made with "Aceites Esenciales" ("Essential Oils").[19] The only hazard disclosed on the front label is eye irritation.

29. Clorox markets the Products by reference to their fragrance and to the atmosphere they create in the home. The fragrances are given evocative names—"Only for You," "Lavender Freshness," "Spring Flowers," "Tropical Freshness." Clorox's official Mistolin website, which is copyrighted to The Clorox Company, invites consumers to "fill your home with joy with Mistolin" ("Llená tu casa de alegría con Mistolin") and tells them that "what you breathe in your home is what lives in your home" ("Lo que se respira en tu casa, se vive en tu casa").[20] Clorox's marketing thus expressly invites consumers to breathe the Products' scents and vapors as part of the experience of a clean home.

30. Nothing on the Products' labels, on Clorox's websites, or in any Clorox advertising disclosed that the Products could contain Pseudomonas aeruginosa or any other infectious bacteria; that Clorox's scented cleaner formulations had previously proven vulnerable to that contamination; or that Clorox had paid a civil penalty for failing to report that prior contamination to the CPSC.

31. Clorox also sells an unscented product, Lestoil Original Heavy Duty Multi-Purpose Cleaner. That unscented product was not recalled, and Clorox has publicly stated that it is safe to use. Only the scented variants were recalled.[21]

B. Pseudomonas aeruginosa

32. Pseudomonas aeruginosa is an opportunistic bacterial pathogen found in soil and water. According to the Centers for Disease Control and Prevention ("CDC"), it is the species of Pseudomonas that most often causes infections in humans, and it can infect the blood, lungs (pneumonia), urinary tract, eyes, and open wounds, including surgical wounds and burns.[22]

[19] Photographs of the front labels of Plaintiff's Products are reproduced in Section II above.

[20] Mistolin® Puerto Rico, https://puerto-rico.mistolin.co/ (last visited Sept. 5, 2026) ("© Copyright 2025 The Clorox Company, Inc.").

[21] Mistolin® and Lestoil® Recall, https://www.mistolinrecall.com/en/ (last visited Sept. 5, 2026) ("© Copyright 2026 The Clorox Company, Inc.") (the "Recall Website").

[22] Centers for Disease Control and Prevention, About Pseudomonas aeruginosa, https://www.cdc.gov/pseudomonas-aeruginosa/about/index.html (last visited Sept. 5, 2026).

33. Pseudomonas aeruginosa is notoriously difficult to treat. The CDC classifies multidrug-resistant Pseudomonas aeruginosa as a "serious" antibiotic-resistance threat and estimates that in 2017 it caused approximately 32,600 infections among hospitalized patients and 2,700 deaths in the United States. Some strains are resistant to nearly all available antibiotics, including carbapenems.[23]

34. Those most at risk from exposure include people with weakened immune systems—such as cancer patients, transplant recipients, people living with HIV, and the elderly—and people who use external medical devices such as catheters, ventilators, feeding tubes, and dialysis equipment.[24] Such individuals live in ordinary households, not only in hospitals, and many of them, or their caregivers, purchased and used the Products to clean the homes in which they live.

35. Pseudomonas aeruginosa thrives in moist environments and readily forms biofilms in tanks, pipes, and containers. It is a well-recognized contaminant of water-based consumer products, including cleaners, cosmetics, and personal-care products, when a product's preservative system fails or when manufacturing equipment and water systems are not adequately controlled and sanitized. Because the organism can survive and even multiply in products that consumers assume are inhospitable to bacteria, manufacturers of water-based household products must design formulations with validated preservative systems, conduct preservative-efficacy (challenge) testing, monitor water systems and storage tanks, and test finished product for microbial contamination before release.

36. A liquid cleaner contaminated with Pseudomonas aeruginosa does not merely fail to clean; it actively distributes a pathogen across the surfaces of the home—countertops, floors, bathrooms, and kitchens—and, when sprayed or poured, into the air. As the CPSC warned in the recall notice, the Products present a risk of serious infection to immunocompromised individuals

[23] Centers for Disease Control and Prevention, Antibiotic Resistance Threats in the United States, 2019: Multidrug-Resistant Pseudomonas aeruginosa, https://www.cdc.gov/antimicrobial-resistance/media/pdfs/pseudomonas-aeruginosa-508.pdf (last visited Sept. 5, 2026).

[24] Centers for Disease Control and Prevention, About Pseudomonas aeruginosa, https://www.cdc.gov/pseudomonas-aeruginosa/about/index.html (last visited Sept. 5, 2026).

and those with external medical devices through inhalation, contact with the eyes, or contact with breaks in the skin.[25]

37. A household cleaner that may contain an infectious pathogen is unfit for its ordinary purpose. It has no lawful market value, cannot safely be used as directed, and must be discarded. Reasonable consumers do not pay for such a product at any price.

C. Clorox Owns, Controls, and Is Responsible for the Products

38. Clorox is the ultimate parent of Clorox Puerto Rico and owns 100% of its stock. Clorox reports the results of Clorox Puerto Rico's operations in Clorox's consolidated financial statements, and the revenue from the sale of the Products flows to Clorox.[26]

39. Clorox owns the CLOROX trademark that appears on every bottle of the Products, and it owns the MISTOLIN and LESTOIL trademarks and trade dress under which the Products are sold. Clorox tells its shareholders in its annual reports that "[m]ost of the Company's brand name consumer products are protected by registered trademarks," that its "brand names and trademarks are highly important to its business," and that it "vigorously protects its trademarks."[27] Clorox publishes the Mistolin logo on its own corporate website as one of its brand assets,[28] and the official Mistolin consumer website for Puerto Rico, like the Clorox Puerto Rico website and the recall website, is copyrighted to The Clorox Company.[29]

40. By placing its own CLOROX mark on the Products and declaring them "inspired by the power of Clorox," Clorox puts the Products out as its own. A company that puts out as its own a product manufactured by another is subject to the same liability as if it were the manufacturer.

41. Federal trademark law imposes on the owner of a mark a duty to control the nature and quality of the goods sold under it. A trademark owner that permits a related company to use its mark without exercising quality control engages in "naked licensing," which is inherently

[25] Recall Notice, *supra*.
[26] 2025 Form 10-K, *supra*.
[27] 2025 Form 10-K, *supra*.
[28] The Clorox Company, Logo: Mistolin, https://www.thecloroxcompany.com/mistolin_large/ (last visited Sept. 5, 2026).
[29] Mistolin® Puerto Rico, *supra*.

deceptive to consumers and results in abandonment of the mark.[30] Clorox, which represents to investors that it vigorously protects its marks, does not engage in naked licensing. It exercises control over the nature and quality of the Products sold under the CLOROX, Mistolin, and Lestoil marks, and it is responsible for that quality to the consumers who rely on those marks.

42. Clorox—through its corporate research and development, product supply, quality assurance, regulatory affairs, and brand management organizations—establishes and controls the formulations of the Products, including their fragrance and preservative systems; the microbiological specifications and testing protocols that apply to raw materials, process water, storage tanks, and finished product; the good-manufacturing-practice, sanitation, and quality-control standards under which the Caguas plant operates; the design and content of the Products' labels; and the marketing of the Products. Clorox Puerto Rico manufactures the Products to Clorox's specifications, and the Caguas plant is part of Clorox's integrated product-supply network.[31]

43. Clorox publishes the Safety Data Sheets for the Mistolin Products on its own corporate website, thecloroxcompany.com, alongside the Safety Data Sheets for its other brands, identifying the Products as Clorox products for regulatory and safety purposes.[32]

44. Clorox also controls product-safety reporting and recall decisions for the Products. Under Section 15(b) of the Consumer Product Safety Act and the CPSC's implementing regulations, a manufacturer that obtains information reasonably supporting the conclusion that a product contains a defect that could create a substantial product hazard, or creates an unreasonable risk of serious injury or death, must immediately report that information to the CPSC.[33]

45. Under the January 2026 settlement agreement resolving the CPSC's Pine-Sol charges, described below, Clorox—the parent company—agreed to maintain a compliance

[30] 15 U.S.C. §§ 1055, 1064(5), 1127; *see also Barcamerica Int'l USA Trust v. Tyfield Importers, Inc.*, 289 F.3d 589, 595–98 (9th Cir. 2002).

[31] Asociación Hecho en Puerto Rico, Clorox®, Lestoil® y Mistolín® celebran hechos en Puerto Rico hace 40 años, https://asociacion.hechoen.pr/noticias/clorox-lestoil-y-mistolin-celebran-hechos-en-puerto-rico-hace-40-anos/ (last visited Sept. 5, 2026).

[32] The Clorox Company, Safety Data Sheets: Mistolín® Deodorizing Cleaner, https://www.thecloroxcompany.com/sds/mistolin-deodorizing-cleaner-frescura-citrica/ (last visited Sept. 5, 2026).

[33] 15 U.S.C. § 2064(b); 16 C.F.R. §§ 1115.12–1115.14.

program designed to ensure compliance with the Consumer Product Safety Act, to maintain internal controls and procedures for that purpose, and to submit annual compliance reports to the CPSC.[34] That compliance program governs the Products and the Caguas plant, and the decisions concerning whether and when to report the contamination of the Products to the CPSC and to recall the Products were made by Clorox at its Oakland headquarters. The recall website through which Clorox administers the recall is itself copyrighted to The Clorox Company.[35]

46. Clorox's participation in the enterprise that placed the Products in the stream of commerce—its ownership of the Products' brands, its placement of its own trademark on every bottle, its control over their formulation, quality, labeling, and marketing, its receipt of the revenue from their sale, and its control over safety reporting and recall—makes Clorox responsible for the Products as if it had manufactured and sold them itself. Consumers in Puerto Rico and the Virgin Islands who purchased Mistolin and Lestoil understood them to be, and relied on them as, Clorox products.

D. Clorox Knew That Its Scented Cleaners Were Vulnerable to Pseudomonas Contamination

47. Clorox did not need to be told that scented multi-surface cleaners can become contaminated with Pseudomonas aeruginosa. It had already lived through it.

48. In early 2019, Clorox's own microbiologists issued a written report identifying "possibly a Pseudomonad" in storage tanks and in finished Pine-Sol product at Clorox's Forest Park, Georgia manufacturing facility. Clorox thereafter received reports of cloudiness in Pine-Sol products at retail and from distributors in multiple locations—a visible sign of microbial growth.[36]

49. Clorox did not report this information to the CPSC as the law required. Instead, Clorox continued to manufacture and sell scented Pine-Sol products for years.[37]

50. On October 25, 2022, Clorox and the CPSC announced the recall of approximately 37 million bottles of Pine-Sol Scented Multi-Surface Cleaners, CloroxPro Pine-Sol All Purpose Cleaners, and Clorox Professional Pine-Sol Lemon Fresh Cleaners manufactured between January

[34] Penalty Release, supra.
[35] Recall Website, supra.
[36] Penalty Release, supra.
[37] Penalty Release, supra.

2021 and September 2022, because the products "may contain bacteria, including Pseudomonas aeruginosa, an environmental organism found widely in soil and water," and posed a risk of serious infection to "people with weakened immune systems or external medical devices." The recall notice identified the recalling firm as The Clorox Company of Oakland, California. As here, only the scented products were recalled; Original Pine-Sol was excluded.[38]

51. Consumers sued. In *Charles v. The Clorox Company*, No. 4:22-cv-06855 (N.D. Cal.), and in related actions in the Southern District of New York, purchasers alleged that Clorox had sold Pine-Sol products contaminated with Pseudomonas aeruginosa without disclosure. Clorox resolved those actions through a $5.65 million class settlement.[39]

52. The CPSC then pursued Clorox for its failure to report. On January 27, 2026, the CPSC announced that Clorox had agreed to pay a $14.15 million civil penalty to resolve the Commission's charge that Clorox "knowingly failed to immediately report to CPSC, as required by law, that its Pine-Sol Scented Multi-Surface Cleaning Products contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury or death to consumers." In addition to the penalty, Clorox agreed to maintain enhanced internal controls and compliance procedures and to submit annual compliance reports to the CPSC.[40]

53. The Pine-Sol experience gave Clorox actual knowledge of each of the following facts before and throughout the period in which the Products were manufactured and sold: (a) that Clorox's scented, water-based multi-surface cleaner formulations are susceptible to contamination by Pseudomonas aeruginosa; (b) that such contamination can originate in and persist within Clorox's storage tanks, water systems, and manufacturing equipment; (c) that the contamination can go undetected for extended periods absent rigorous preservative-efficacy testing, environmental monitoring, and finished-product microbial testing; (d) that cloudiness or other changes in product appearance are a warning sign of microbial growth; (e) that a contaminated

[38] Pine-Sol Recall Notice, *supra*.

[39] *See* Class Action Settlement Agreement and Release, *Swetz v. The Clorox Co*., No. 7:22-cv-09374-PMH (S.D.N.Y.), https://angeion-public.s3.amazonaws.com/www.pssettlement.com/docs/Class%20Action%20Settlement%20Agreement%20and%20Release.pdf (last visited Sept. 5, 2026) (resolving *Swetz*; *Charles v. The Clorox Co*., No. 4:22-cv-06855-HSG (N.D. Cal.); and *Kossel v. The Clorox Co*., No. 7:22-cv-10450-PMH (S.D.N.Y.)).

[40] Penalty Release, *supra*.

cleaner poses a risk of serious infection to immunocompromised consumers and those with external medical devices; and (f) that the failure to report and disclose such contamination promptly exposes consumers to harm and exposes Clorox to regulatory penalties.

54. The Products at issue here share the relevant characteristics of the recalled Pine-Sol products. Both are scented, water-based, multi-surface liquid cleaners. In both cases only the scented variants were contaminated, while the unscented formulation was not—demonstrating that the fragrance and preservative systems Clorox selected for its scented cleaners are inadequate to prevent Pseudomonas growth, and that Clorox failed to correct that inadequacy across its scented cleaner portfolio after the Pine-Sol recall.

55. The recurrence of the same organism in the same category of product at two different Clorox plants—Forest Park, Georgia in 2019–2022 and Caguas, Puerto Rico in 2025–2026—demonstrates that the vulnerability lies in the formulation and microbial-control standards that Clorox sets for its scented cleaners company-wide, not in the practices of any single plant.

56. The problem was not a single-lot anomaly. The recall covers every scented Mistolin and Lestoil product manufactured over a fifteen-month period, from April 1, 2025 through June 17, 2026—approximately 6.3 million units across thirteen scents and four bottle sizes.[41] A contamination risk of that duration and scope reflects a systemic failure of formulation, manufacturing controls, and quality testing, not an isolated event. Had Clorox been conducting the preservative-efficacy testing, environmental monitoring, and finished-product microbial testing that its own Pine-Sol experience demonstrated were necessary, the problem would have been detected at or near its inception in the spring of 2025, not more than a year later.

57. The timing of the recall further supports Clorox's knowledge. The recall covers no product made after June 17, 2026 (date code 26168).[42] Clorox has not explained why the affected production ended on that date, and the recall did not follow until September 3, 2026—more than eleven weeks later. The reasonable inference from these facts, which Plaintiff alleges and which discovery of Clorox's testing and recall records will confirm, is that Clorox had identified the

[41] Recall Notice, *supra*.
[42] Recall Notice, *supra*.

contamination risk in its scented Mistolin and Lestoil production no later than mid-June 2026, halted or altered production accordingly, and yet allowed the Products already made to remain on store shelves in Puerto Rico and the Virgin Islands for the rest of the summer, where they continued to be purchased and used by consumers who had no idea that the Products could contain a pathogen.

58. Moreover, Clorox's annual reports acknowledge that the Company's products "have, in the past, and could, in the future, face withdrawal, recall or other quality issues."[43] Clorox thus recognized, at the highest levels of the company, that product contamination was a known and recurring risk of its business, one for which it was responsible and which it was obligated to manage.

E. Clorox Had a Duty to Disclose, and Its Omissions Were Material

59. Clorox had, and continues to have, a duty to disclose to consumers that the Products could be contaminated with Pseudomonas aeruginosa because: (a) the contamination poses an unreasonable safety hazard; (b) the contamination goes to the central function of the Products, which is to clean and not to contaminate the home; (c) Clorox had exclusive knowledge of material facts—including the results of its own microbial testing, the vulnerability of its scented cleaner formulations, and its Pine-Sol history—that were not known to or reasonably discoverable by consumers; (d) Clorox actively concealed those facts by continuing to sell the Products without disclosure; and (e) Clorox made partial representations about the Products—placing the Clorox trademark on each bottle, describing the Products as a "Deodorizing Cleaner" that delivers "Effective and Easy Cleaning" on "Multiple Surfaces," and promoting fragrances that invite consumers to breathe them in—while omitting the facts necessary to make those representations not misleading.

60. A consumer cannot detect Pseudomonas aeruginosa in a bottle of cleaner. The organism is invisible in normal concentrations; the Products are colored and heavily fragranced, masking the appearance and odor changes that can accompany microbial growth; and no

[43] 2025 Form 10-K, *supra*.

reasonable consumer has the ability to conduct microbial testing of a household cleaner before use. The information was uniquely within Clorox's possession.

61. The omitted facts were material. A reasonable consumer would consider it important, in deciding whether and at what price to purchase a household cleaner, that the cleaner may contain an infectious pathogen capable of causing pneumonia, bloodstream infections, and death in vulnerable people; that it may spread that pathogen across the surfaces of the home; and that the manufacturer had experienced the same contamination in the same category of product only a few years earlier. Safety hazards of this kind are material as a matter of law and common sense.

62. Plaintiff and Class members reasonably relied on Clorox's representations and omissions. They purchased the Products in retail stores where the Products were presented on the shelf as ordinary household cleaners bearing the Clorox trademark, and they reasonably assumed—because nothing told them otherwise—that the Products were free of infectious bacteria. Had the truth been disclosed on the label, on the shelf, or in Clorox's marketing, Plaintiff and Class members would have seen the disclosure and would not have purchased the Products, or would have paid less for them.

63. Plaintiff and Class members suffered economic injury as a direct result. They paid money for Products that were worthless or worth less than the price paid; they lost the use of Products that must now be discarded; and they must incur the time and expense of identifying, segregating, and disposing of contaminated Products, of disinfecting the surfaces to which the Products were applied, of discarding and replacing the mops, sponges, and cloths used to apply them, and of purchasing replacement cleaning products—none of which Clorox's recall program reimburses.

64. Plaintiff's and Class members' economic injury does not depend on whether any particular bottle would test positive for Pseudomonas aeruginosa. Every unit of the Recalled Products was manufactured under the conditions that Clorox has determined may have introduced the organism; Clorox cannot assure that any unit is free of it; Clorox has instructed every consumer to stop using and discard every unit; and no unit may lawfully be sold. Each unit of the Recalled

Products was therefore unfit for its intended use, and worthless, from the moment it was sold, and every Class member was injured in the same way and by the same uniform condition.

F. The Recall Does Not Make Plaintiff or the Class Whole

65. On September 3, 2026, the CPSC announced Recall No. 26-741. The recall is administered through a website, mistolinrecall.com, that is copyrighted to The Clorox Company, and through a third-party claims administrator. The terms of the program, as published by Clorox, are as follows. Consumers are told to "stop using [the Product] immediately," to "dispose of the product in its container with household trash," and, if they experience "a health-related issue," to "seek immediate medical attention." To obtain a refund, a consumer must complete an online form or call a toll-free number and must supply a photograph of the UPC code on the bottle so that Clorox can "verify the UPC code." If the claim is accepted, the consumer "can expect to receive a check covering product costs and approximate tax" "within approximately 4–6 weeks."[44]

66. Those terms, dictated unilaterally by Clorox, fall far short of making consumers whole, and they do not extinguish the claims asserted in this Complaint.

67. First, the program excludes most of the Products that were actually sold. A household cleaner is a consumable: it is poured and sprayed until the bottle is empty, and the empty bottle is thrown away. The Products were sold for seventeen months before the recall, and the great majority of the 6.3 million units sold have already been used up and discarded. Yet Clorox conditions any refund on a photograph of the UPC code on the bottle. A consumer who no longer has the bottle—which is to say, the typical consumer—receives nothing, no matter how many bottles she bought and used. Plaintiff herself purchased and used numerous bottles of the Products during the Class Period that she no longer possesses, and under Clorox's program she can recover nothing for any of them.

68. Second, the amount of the refund is set by Clorox, not by what the consumer paid. Clorox promises a check "covering product costs and approximate tax," in an amount Clorox determines. The Products were sold at prices ranging from approximately $1.40 to $8.00, at different retailers, in different sizes, and at different times; nothing in the program commits Clorox

[44] Recall Website, supra.

to pay the actual price a consumer paid, and the program does not require Clorox to disclose how it calculates "product costs." Nor does the program pay interest on money that Clorox has held for as long as seventeen months, or compensate consumers for the time required to photograph bottles, complete forms, and wait four to six weeks for a check.

69. Third, and critically, the program offers nothing for remediation and cleaning. Clorox's own instructions confirm that consumers have been exposed: it tells them to stop using the Products immediately and to seek medical attention if they experience a health-related issue. Consumers who followed the label's instruction to use the Products "on multiple surfaces" sprayed and poured a cleaner that may contain Pseudomonas aeruginosa across the floors, countertops, sinks, tubs, and toilets of their homes, and onto the mops, sponges, cloths, and buckets they used to apply it. Reasonable consumers who learn that they have done so must now disinfect those surfaces with a product they can trust, discard and replace the mops, sponges, and cloths that were saturated with the contaminated Products, and purchase replacement cleaning products to do so. Many will incur the cost of professional cleaning, particularly households that include an immunocompromised family member, an infant, an elderly relative, or a person who uses a catheter, feeding tube, or other medical device—the very people the recall identifies as at risk. Clorox's program does not reimburse a single dollar of these costs. Plaintiff, who used the Products throughout her home, will incur such costs.

70. Fourth, the program shifts the burden and risk of disposal to consumers. Clorox instructs consumers to throw a product that may contain an infectious pathogen into their household trash, without any guidance on protective measures, without offering to collect the Products, and without compensating consumers for handling them. Consumers who have already emptied the Products down their drains, as cleaners are ordinarily used, receive no guidance at all.

71. Fifth, the program depends on consumers learning of it. The recall was announced through a CPSC press release and a website. Clorox has not provided point-of-sale notice at the Puerto Rico and Virgin Islands retailers where the Products were sold, has not directly notified consumers, and has not undertaken the broad, sustained, Spanish-language outreach that would be required to reach the hundreds of thousands of households that purchased the Products. Consumers

who do not learn of the recall will continue to use contaminated Products in their homes and will never receive a refund.

72. Sixth, the program provides none of the relief the law affords. It pays no statutory damages, no punitive damages, and no attorneys' fees; it does not disgorge the profits Clorox earned from seventeen months of sales; it does not compensate Class members for the difference between what they paid and what they received; and it does nothing to prevent a recurrence. The program imposes no obligation on Clorox to correct the formulation, testing, and quality-control failures that produced this recall and the Pine-Sol recall before it, and Clorox has not disclosed to consumers what caused the contamination or what, if anything, it has changed.

73. Finally, the program is a voluntary undertaking that Clorox may modify or terminate at any time, offered only after Plaintiff's and Class members' injuries were complete. It does not moot their claims, and it does not deprive Plaintiff of standing to seek the complete relief to which she and the Class are entitled.

74. Plaintiff has not received a refund from Clorox for any of the Products she purchased.

G. Discovery Rule and Tolling

75. Plaintiff and Class members could not reasonably have discovered the contamination of the Products, or Clorox's omissions concerning it, until the recall was announced on September 3, 2026. Clorox had exclusive knowledge of the facts alleged above and concealed them from consumers. Any applicable statutes of limitations have accordingly been tolled by the discovery rule and by Clorox's fraudulent concealment, and Clorox is estopped from relying on any limitations defense.

CLASS ALLEGATIONS

76. Plaintiff brings this action individually and as a class action under Federal Rule of Civil Procedure 23(a), (b)(2), (b)(3), and (c)(4), on behalf of the following class (the "Class"):

> All persons who, from April 1, 2025 through the present (the "Class Period"), purchased one or more of the Recalled Products in Puerto Rico or the U.S. Virgin Islands for personal, family, or household use and not for resale.

77. Plaintiff also brings this action on behalf of the following subclass (the "Puerto Rico Subclass"):

> All members of the Class who purchased one or more of the Recalled Products in Puerto Rico.

78. The "Recalled Products" are the scented Mistolin Dilutable Cleaners and scented Lestoil Heavy Duty Multi-Purpose Cleaners identified in CPSC Recall No. 26-741, bearing date codes beginning with "PR01" followed by five digits from 25091 through 26168, in any size or scent.

79. Excluded from the Class and Subclass are Defendant and its parents, subsidiaries, affiliates, officers, and directors; any entity in which Defendant has a controlling interest; all persons who make a timely election to be excluded; the judge to whom this action is assigned and the judge's staff and immediate family; and all claims for personal injury arising from exposure to the Recalled Products. Plaintiff reserves the right to modify the Class and Subclass definitions, including by adding subclasses, before final judgment, as permitted by Rule 23(c)(1)(C).

80. Numerosity. The members of the Class are so numerous that joinder is impracticable. Approximately 6.3 million units of the Recalled Products were sold in Puerto Rico and the Virgin Islands during the Class Period, to hundreds of thousands of households. The precise number of Class members can be ascertained from Defendant's and its retailers' records, from the recall registration data collected by Defendant's recall administrator, and through other means.

81. Commonality and Predominance. Common questions of law and fact exist as to all Class members and predominate over any questions affecting only individual members. Those common questions include, without limitation:

a) whether the Recalled Products were contaminated with, or subject to contamination by, Pseudomonas aeruginosa;

b) whether Clorox owns and controls the Mistolin and Lestoil brands and the formulation, quality control, labeling, and marketing of the Products;

c) whether Clorox knew or should have known, before and during the Class Period, that the Products were contaminated or were vulnerable to contamination;

d) when Clorox learned of the contamination of the Products, and whether it delayed reporting and recalling them;

e) whether Clorox had a duty to disclose the contamination and the risk of contamination to consumers;

f) whether the facts Clorox omitted were material to a reasonable consumer;

g) whether Clorox's conduct violated the California Unfair Competition Law, False Advertising Law, and Consumers Legal Remedies Act;

h) whether Clorox's conduct constitutes fraudulent concealment;

i) whether Clorox breached the implied warranty against hidden defects, or the implied warranty of merchantability, in the sale of the Products;

j) whether Clorox was unjustly enriched;

k) whether Clorox's recall program provides adequate relief to Class members, including for Products already consumed and for the costs of remediation and cleaning;

l) whether Plaintiff and Class members are entitled to restitution, damages, and injunctive relief, and the proper measure of that relief.

82. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and every Class member purchased Recalled Products that were subject to the same contamination, manufactured under the same Clorox-controlled formulations and quality standards, and sold without the same disclosures. Plaintiff and the Class suffered the same kind of economic injury as a result of the same course of conduct by Clorox.

83. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to those of the Class, and she has retained counsel who are experienced in consumer class action litigation, including litigation arising from the contamination and recall of consumer products, and who will vigorously prosecute this action. Plaintiff has no past or present financial, employment, familial, or other relationship with any of her counsel that would create a conflict of interest with the Class.

84. Superiority. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. The Products sold for a few dollars each; the cost of litigating an individual claim would vastly exceed any individual recovery, so that absent a class action, Class members would have no practical remedy. The Class is readily definable, and class treatment will avoid repetitive litigation, conserve judicial resources, and ensure uniform adjudication of Class members' claims. Plaintiff anticipates no unusual difficulty in the management of this action as a class action.

85. Rule 23(b)(2). Clorox has acted and refused to act on grounds generally applicable to the Class, making final injunctive and declaratory relief appropriate with respect to the Class as a whole. Clorox continues to market Mistolin and Lestoil cleaners without disclosing the contamination risk and without having corrected the formulation, testing, and quality-control deficiencies that caused this recall.

86. Rule 23(c)(4). In the alternative, the issues identified above, including Clorox's ownership and control of the Products, Clorox's knowledge, the existence of a duty to disclose, and the materiality of the omitted facts, are appropriate for certification as issue classes.

CAUSES OF ACTION

Plaintiff pleads the following claims under California law and, in the alternative, under the law of Puerto Rico and, as to Class members who purchased in the U.S. Virgin Islands, the corresponding law of the Virgin Islands, as permitted by Federal Rule of Civil Procedure 8(d)(2). Plaintiff seeks prospective injunctive relief independently of any monetary relief, and seeks equitable monetary relief in the alternative to damages.

COUNT I
Violation of California's Unfair Competition Law
Cal. Bus. & Prof. Code § 17200, et seq.
(On Behalf of Plaintiff and the Class)

87. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

88. The Unfair Competition Law ("UCL") prohibits any "unlawful, unfair or fraudulent business act or practice" and any "unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

89. The UCL applies to Plaintiff's and the Class's claims because the unlawful, unfair, and fraudulent conduct at issue emanated from California. Clorox is headquartered in Oakland, California, and the decisions to formulate the Products as it did, to apply the quality-control and microbial-testing standards it applied, to place the Clorox trademark on the Products, to label and market the Products without disclosure of the contamination risk, to continue selling the Products after learning of the contamination, and to delay reporting and recall were made by Clorox personnel in California. Clorox's consumer-facing marketing of the Products, including the Mistolin website copyrighted to The Clorox Company, the recall website copyrighted to The Clorox Company, and the Safety Data Sheets published on Clorox's corporate website, was developed and disseminated from California.

90. Clorox's conduct is unlawful because it violates, among other laws, the False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.; the Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), (7), (9), and (14); Section 15(b) of the Consumer Product Safety Act, 15 U.S.C. § 2064(b), and 16 C.F.R. Part 1115, which required Clorox to immediately report the contamination of the Products to the CPSC; and the Puerto Rico law prohibiting the sale of goods with hidden defects, as alleged below.

91. Clorox's conduct is unfair because it offends established public policy—including the policies embodied in the Consumer Product Safety Act and the CLRA—and is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers. The harm to consumers from selling a pathogen-contaminated cleaner without disclosure vastly outweighs any

utility of Clorox's conduct, and consumers could not reasonably have avoided the injury because they had no means of detecting the contamination.

92. Clorox's conduct is fraudulent because its labeling and marketing of the Products—as Clorox-branded "Deodorizing Cleaner[s]" delivering "Effective and Easy Cleaning" on "Multiple Surfaces"—without disclosing that they could contain Pseudomonas aeruginosa or that Clorox's scented cleaners had previously suffered the same contamination, was likely to deceive, and did deceive, reasonable consumers.

93. Clorox acted with knowledge and intent, as alleged above.

94. Plaintiff and Class members have suffered injury in fact and lost money or property as a result of Clorox's violations of the UCL, in that they paid for Products they would not have purchased, or would have paid less for, had the truth been disclosed.

95. Plaintiff and Class members lack an adequate remedy at law for the relief sought under this Count. Legal remedies are not equally prompt, certain, or efficient as the equitable relief available under the UCL. The injunctive relief sought here—including an order requiring Clorox to disclose the contamination risk, to implement and maintain adequate preservative-efficacy, environmental-monitoring, and finished-product testing for its scented cleaners, and to conduct effective, Spanish-language recall outreach in Puerto Rico—cannot be obtained through an award of damages. Restitution under the UCL is also measured differently from, and is not coextensive with, damages: the Court may award restitution of the money Class members paid even if damages prove difficult to quantify, and the elements of a UCL claim differ from those of Plaintiff's legal claims, so that Plaintiff may prevail under the UCL even if her legal claims fail. Damages under the CLRA are further unavailable until the notice period under Civil Code § 1782 has run. Plaintiff seeks restitution under the UCL in the alternative to damages, and seeks prospective injunctive relief—which no award of damages can provide—independently of any monetary relief.

96. Plaintiff seeks all equitable relief available under the UCL, including restitution and injunctive relief, on behalf of herself and the Class, together with attorneys' fees and costs under California Code of Civil Procedure § 1021.5.

COUNT II
Violation of California's False Advertising Law
Cal. Bus. & Prof. Code § 17500, et seq.
(On Behalf of Plaintiff and the Class)

97. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

98. The False Advertising Law ("FAL") makes it unlawful for any person or corporation, with intent to sell a product, to make or disseminate, "before the public in this state, or . . . from this state before the public in any state," any statement concerning the product which is untrue or misleading and which is known, or by the exercise of reasonable care should be known, to be untrue or misleading. Cal. Bus. & Prof. Code § 17500. Advertising is misleading under the FAL not only when it is affirmatively false but also when it fails to disclose facts that are material in light of the representations made.

99. Clorox disseminated advertising for the Products from California, including through its Mistolin consumer website, which is copyrighted to The Clorox Company, and through its corporate website, and Clorox developed and approved the Products' labels and marketing in California. That advertising and labeling represented the Products as Clorox-branded household cleaners and deodorizers that deliver "Effective and Easy Cleaning" on "Multiple Surfaces," and invited consumers to breathe their fragrance, while omitting that the Products could contain Pseudomonas aeruginosa. Clorox knew, or in the exercise of reasonable care should have known, that its advertising was misleading.

100. Plaintiff and Class members relied on Clorox's advertising and labeling and were injured as a result, having paid for Products they would not otherwise have purchased or would have paid less for.

101. Plaintiff lacks an adequate remedy at law for the reasons alleged in Count I, and seeks restitution and injunctive relief under Business and Professions Code § 17535, together with attorneys' fees and costs.

COUNT III
Violation of California's Consumers Legal Remedies Act
Cal. Civ. Code § 1750, et seq.
(On Behalf of Plaintiff and the Class — Injunctive Relief Only at This Time)

102. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

103. Clorox is a "person" within the meaning of California Civil Code § 1761(c). Plaintiff and Class members are "consumers" within the meaning of § 1761(d). The Products are "goods" within the meaning of § 1761(a), and Plaintiff's and Class members' purchases of the Products are "transactions" within the meaning of § 1761(e).

104. The Consumers Legal Remedies Act ("CLRA") applies to Plaintiff's and the Class's claims because Clorox's unlawful conduct emanated from California, as alleged in Count I.

105. Clorox violated the CLRA by, among other things: representing that the Products have characteristics, uses, and benefits that they do not have, in violation of § 1770(a)(5); representing that the Products are of a particular standard, quality, or grade when they are of another, in violation of § 1770(a)(7); advertising the Products with intent not to sell them as advertised, in violation of § 1770(a)(9); and representing that the transactions conferred rights and remedies that they did not, in violation of § 1770(a)(14). Clorox's violations consist of both affirmative representations—that the Products are Clorox-branded "Deodorizing Cleaner[s]" that deliver "Effective and Easy Cleaning" on "Multiple Surfaces"—and omissions of material fact concerning the contamination of the Products, which Clorox had a duty to disclose for the reasons alleged above.

106. Clorox's unfair and deceptive acts and practices occurred repeatedly in the course of its trade or business, were likely to deceive reasonable consumers, and did deceive Plaintiff and Class members, who relied on them to their detriment.

107. Concurrently with the filing of this Complaint, Plaintiff is sending Clorox written notice of its CLRA violations and a demand for correction, repair, replacement, or other rectification, by certified mail, return receipt requested, to Clorox's principal place of business, in accordance with Civil Code § 1782(a). Pursuant to Civil Code § 1782(d), Plaintiff seeks only

injunctive relief under the CLRA at this time. If Clorox fails to provide the relief demanded within thirty days of receipt of the notice, Plaintiff will amend this Complaint, without leave of court as permitted by § 1782(d), to seek actual damages, statutory damages, punitive damages, and all other monetary relief available under Civil Code § 1780.

108. Pursuant to Civil Code § 1780(a)(2), Plaintiff seeks an order enjoining Clorox from continuing the unlawful practices alleged above, including an order requiring Clorox to disclose the contamination risk to consumers, to implement adequate quality controls for its scented cleaners, and to conduct effective recall outreach in Puerto Rico and the Virgin Islands, together with attorneys' fees and costs under Civil Code § 1780(e).

109. A declaration establishing that this Court is a proper venue for this action under Civil Code § 1780(d) is filed concurrently with this Complaint.

COUNT IV
Fraudulent Concealment
(On Behalf of Plaintiff and the Class)

110. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

111. Plaintiff brings this claim under California law, which governs because Clorox's concealment emanated from California, and, in the alternative, under the law of Puerto Rico, including Article 1536 of the Puerto Rico Civil Code of 2020, which imposes liability for damage caused by fault or negligence, including intentional concealment.

112. Clorox knew, before and throughout the Class Period, that its scented cleaner formulations, including the Products, were vulnerable to contamination by Pseudomonas aeruginosa and that its manufacturing controls had previously failed to prevent that contamination; and Clorox knew of the contamination risk in the Products themselves no later than mid-June 2026, for the reasons alleged above. Clorox disclosed neither fact to consumers until September 3, 2026.

113. Clorox had a duty to disclose those facts to Plaintiff and Class members because the contamination poses an unreasonable safety hazard; because Clorox had exclusive knowledge of material facts not reasonably discoverable by consumers; because Clorox actively concealed

those facts by continuing to sell the Products without disclosure; and because Clorox made partial representations about the Products that were misleading without the omitted facts.

114. Clorox intentionally concealed and failed to disclose those facts with the intent to induce Plaintiff and Class members to purchase the Products at the prices charged.

115. Plaintiff and Class members were unaware of the concealed facts and would not have purchased the Products, or would have paid less for them, had the facts been disclosed. They justifiably relied on Clorox's silence, because Clorox had the duty and the exclusive ability to disclose.

116. As a direct and proximate result of Clorox's concealment, Plaintiff and Class members suffered damages in an amount to be proven at trial. Because Clorox's conduct was fraudulent, oppressive, and malicious, and was undertaken with conscious disregard of the rights and safety of consumers after Clorox had been penalized for the same failure to disclose, Plaintiff and the Class are entitled to punitive damages.

COUNT V
Breach of the Implied Warranty Against Hidden Defects (Saneamiento por Vicios Ocultos — Puerto Rico Civil Code) and, in the Alternative, Breach of the Implied Warranty of Merchantability, Cal. Com. Code § 2314
(On Behalf of Plaintiff and the Puerto Rico Subclass, and in the Alternative the Class)

117. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

118. Under the Puerto Rico Civil Code of 2020, Act No. 55-2020, Articles 1261–1263 and 1267–1270, 31 L.P.R.A. §§ 9851–9853, 9871–9874 (formerly 31 L.P.R.A. §§ 3841–3847), a person who transfers a good for value answers for its hidden defects (vicios redhibitorios): a seller warrants the buyer against hidden defects in the thing sold that render it unfit for the use for which it is intended, or that diminish that use to such an extent that the buyer would not have acquired it, or would have paid a lower price, had the buyer known of the defect. The warranty is implied by law in every contract of sale and extends to the manufacturer that placed the product into the chain of distribution. Virgin Islands law provides a corresponding implied warranty of merchantability, 11A V.I.C. § 2-314, on behalf of Class members who purchased in the U.S. Virgin Islands.

119. Clorox, as the owner of the Products' brands, the entity whose trademark appears on every bottle, and the entity that controlled their formulation, manufacture, quality, and sale, is a seller and manufacturer of the Products within the meaning of the warranty, and, in the alternative, Plaintiff and Subclass members are the intended beneficiaries of the warranties running from Clorox through its subsidiary and the retailers that sold the Products to consumers.

120. The Products contained a hidden defect at the time of sale: contamination with, or susceptibility to contamination by, Pseudomonas aeruginosa. The defect was unknown to Plaintiff and Subclass members; could not have been discovered by them through reasonable inspection; existed before the sale, having arisen in Clorox's formulation and manufacturing processes; and is so serious that it renders the Products entirely unfit for their intended use as household cleaners.

121. Clorox knew of the defect at the time of sale, for the reasons alleged above, and is therefore liable not only for the return of the purchase price but for all damages caused by the defect.

122. This action is timely. Plaintiff's Espíritu Play bottle was manufactured on June 8, 2026 and purchased thereafter, within six months of the filing of this action, and her other retained bottles were manufactured in January and February 2026. The defect was concealed and could not have been discovered until the recall was announced on September 3, 2026, and this action was filed within days of that announcement. To the extent any limitations period applicable to this claim began to run before that date, it was tolled by Clorox's concealment of the defect and interrupted by Plaintiff's extrajudicial demand on Clorox, served concurrently with this Complaint, and by Clorox's own recall program, which constitutes an ongoing effort by the seller to address the defect.

123. In the alternative, should the Court determine that California law governs, Clorox impliedly warranted under California Commercial Code § 2314 that the Products were merchantable—that they would pass without objection in the trade under the contract description, were fit for the ordinary purposes for which household cleaners are used, and were adequately labeled. The Products were not merchantable for the reasons alleged above. Plaintiff and Class members are in privity with Clorox or are intended third-party beneficiaries of Clorox's warranties

to the retailers through which Clorox distributes the Products, and Clorox received notice of the breach through the recall, through the consumer complaints that prompted it, and through the CLRA notice described above.

124. As a direct and proximate result of Clorox's breach, Plaintiff and Subclass and Class members have been damaged in an amount to be proven at trial, including the purchase price of the Products, the loss of their use, and the costs of disposal and remediation.

COUNT VI
Unjust Enrichment / Quasi-Contract
(On Behalf of Plaintiff and the Class, in the Alternative)

125. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

126. Plaintiff pleads this claim in the alternative to her claims at law, as permitted by Federal Rule of Civil Procedure 8(d), under California law and, in the alternative, under the Puerto Rico doctrine of enriquecimiento injusto.

127. Plaintiff and Class members conferred a benefit on Clorox in the form of the revenue Clorox derived from their purchases of the Products, which Clorox received and retained through its subsidiary and its retail distribution channels.

128. Clorox knew of and accepted that benefit, and it obtained the benefit through the wrongful conduct alleged above—selling Products it knew to be contaminated or vulnerable to contamination, without disclosure.

129. It would be unjust and inequitable for Clorox to retain the revenue and profits from the sale of the Recalled Products at the expense of Plaintiff and Class members, who received in exchange Products that were unfit for use and that Clorox has instructed them to discard.

130. Plaintiff and Class members lack an adequate remedy at law with respect to this claim, and are entitled to restitution of the amounts they paid.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment against Defendant and grant the following relief:

a. An order certifying the Class and the Puerto Rico Subclass under Rule 23, appointing Plaintiff as Class Representative, and appointing her counsel as Class Counsel;

b. A declaration that Defendant's conduct violates the statutes and common law referenced herein;

c. An order enjoining Defendant from continuing the unlawful practices alleged herein, and requiring Defendant to (i) disclose to consumers the risk of bacterial contamination of its scented cleaners; (ii) implement and maintain adequate preservative-efficacy, environmental-monitoring, and finished-product microbial testing for the Products; (iii) conduct effective, Spanish-language notice of the recall to consumers in Puerto Rico and the U.S. Virgin Islands, including at the point of sale; and (iv) such other corrective measures as the Court deems just;

d. An award of restitution and all other equitable monetary relief, including disgorgement, on behalf of Plaintiff and the Class, including restitution for Products that Class members consumed or discarded before the recall and reimbursement of the costs of remediation, cleaning, and replacement products;

e. An award of actual, compensatory, statutory, and punitive damages in amounts to be determined by the Court and jury, including, following amendment under Civil Code § 1782(d), all damages available under the CLRA;

f. Pre-judgment and post-judgment interest at the maximum rate allowed by law;

g. An award of reasonable attorneys' fees, expenses, and costs of suit, including under California Civil Code § 1780(e) and California Code of Civil Procedure § 1021.5; and

h. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

Date: September 8, 2026

Respectfully submitted:

By:*/s/Trenton R. Kashima*
Trenton R. Kashima (SBN 291405)
BRYSON HARRIS SUCIU
& DeMAY PLLC
19800 MacArthur Blvd., Suite 270
Irvine, CA 92612
Phone: (212) 946-9389
E-Mail: tkashima@brysonpllc.com

FURIA LAW LLC
Philip J. Furia (pro hac vice forthcoming)
880 Third Avenue, 5th Floor
New York, NY 10022
Phone: 646-830-1915
E-Mail: furiap@furiafirm.com

SULTZER & LIPARI, PLLC
Jason P. Sultzer (pro hac vice forthcoming)
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Phone: (845) 244-5595
E-Mail: sultzerj@thesultzerlawgroup.com

Attorneys for Plaintiffs and the Proposed Class