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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

MELISSA LOWRY, ADAM ALZALDI,
DWIGHT CHORNOMUD, MELISSA
CUEVAS, PAMELA GIARRIZZO, CAROLE
GRANT, CYNTHIA MEUSE, and
LATRONYA WILLIAMS, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PROCTOR & GAMBLE COMPANY,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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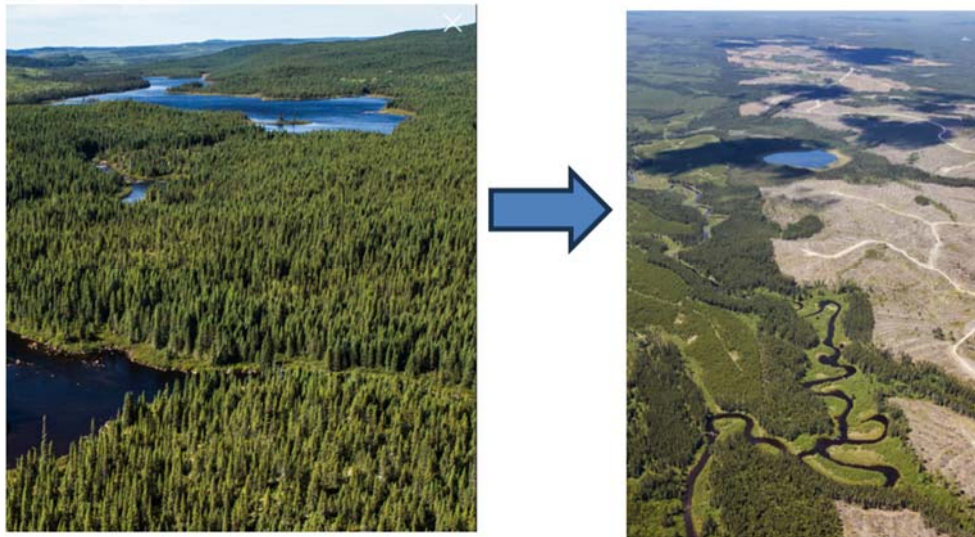
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1 Melissa Lowry, Adam Alzaldi, Dwight Chornomud, Melissa Cuevas, Pamela Giarrizzo,
2 Carole Grant, Cynthia Meuse, and LaTronya Williams, individually and on behalf of all others
3 similarly situated, allege the following:

4 **I. INTRODUCTION**

5 1. This is a greenwashing case involving one of the biggest consumer good
6 companies in the world who, for years, has been complicit in the clear cutting of untouched
7 ancient primary forests in order to sell billions of dollars of single use toilet paper – all the while
8 reassuring consumers with false claims that it was helping to regrow and restore these unique
9 forests.

10 2. In truth, Proctor & Gamble Company (“P&G”) sources its Charmin from the
11 Canadian boreal forest which is one of the most important biological ecosystems in the world.
12 Below is an area where P&G has sourced Charmin and such destruction is completely at odds
13 with the environmental claims made to consumers by P&G at the point of sale and elsewhere:



23 3. P&G manufactures a vast majority of consumer goods, including Charmin Toilet
24 Paper.¹ P&G sells around \$2 billion of Charmin a year and it currently enjoys around 25% of the
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28 ¹ Charmin Toilet Paper or Charmin means toilet tissue products made by P&G under the brands Charmin Ultra Soft, Charmin Ultra Strong, Charmin Ultra Gentle, Charmin Essentials Soft, and Charmin Essential Strong brands.

1 North American market share for toilet paper.² Indeed, according to U.S. Census data, more than
 2 86 million Americans used Charmin Ultra in the year 2020 alone.

3 4. P&G's success in selling billions of dollars of Charmin Toilet Paper is due in part
 4 to its environmental stewardship claims. A large portion of consumers increasingly care about the
 5 environmental impact of products when making purchasing decisions, with many stating they are
 6 willing to pay more for sustainable options and prioritize brands with environmentally conscious
 7 practices. According to a joint study by McKinsey & Company and NielsenIQ entitled
 8 "Consumers Care About Sustainability and Back it Up with Their Wallets" (hereinafter
 9 "McKinsey study"), a staggering 60% of U.S. consumers disclosed that they care about buying
 10 environmentally and ethically sustainable products.³ The McKinsey study also found that "a
 11 wide range of consumers across incomes, life stages, ages, races, and geographies are buying
 12 products bearing ESG⁴-related labels." Moreover, other studies show that consumers are even
 13 willing to pay a premium of around 9-10% for sustainably produced or sourced goods, even
 14 when facing inflationary and cost-of-living headwinds.

15 5. In light of these trends, companies are increasingly allocating time, attention, and
 16 resources to position their products and supply chains as environmentally responsible. And P&G
 17 is no exception. P&G relies on an umbrella campaign entitled "Keep Forests as Forests" to
 18 consistently disseminate its environmental sustainability claims to consumers as depicted below:



26 ² <https://www.statista.com/statistics/188710/top-toilet-tissue-brands-in-the-united-states/>

27 ³ <https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets#/>

28 ⁴ ESG-related labels mean labels that connote a company's claims regarding its environmental, social, or governance issues.

1 6. The “*Keep Forests as Forests*” campaign makes three promises to consumers at
2 points of sale by leveraging the “Protect-Grow-Restore” logo. *For its “Protect” promise,*
3 *Charmin claims to only use pulp certified by the Forest Stewardship Council or “FSC.”* The
4 Forest Stewardship Council (“FSC”) is an international non-profit that promotes responsible
5 forest management by offering a forest certification system for forests and forest products. *For*
6 *its “Grow” promise, Charmin promises that “for every tree used at least two are regrown in its*
7 *place”* and suggests that the Company is helping to replace the highly biodiverse boreal forest it
8 actually uses via thoughtful and effective replanting efforts. *For its “Restore” promise, Charmin*
9 *touts its partnership with the Arbor Day Foundation to plant 1 million trees in forests affected*
10 *by natural disasters.*



21 7. To reinforce the “Protect-Grow-Restore” promises to consumers at point of sale,
22 P&G consistently includes a uniform “Protect-Grow-Restore” logo on all of its Charmin Toilet
23 Paper packages. It also uses the logo of third-party certification entities, like the FSC and the
24 Rainforest Alliance, who evaluate and support responsible forest management practices.



8. P&G also extends the reach of its “Keep Forests as Forests” and “Protect-Grow-Restore” messaging with consistent and persistent displays at digital points of sale. For example, P&G relies on a robust network of retailers like Kroger, Costco, Amazon, Walmart and others to make Charmin available for sale in all 50 states and territories via their online selling platforms. According to the websites of these retailers, manufacturers like P&G are responsible for supplying the images, layout, and all “product detail” and “thumbnail” information to market the product on the retailer’s webpage. Below are examples from some of the nation’s leading retailers consistently displaying these “Protect-Grow-Restore” and “Keep Forests as Forests” messages, as recently as January 2025, which helps position Charmin to be perceived as environmentally responsible.

1 **Charmin Beyond The Roll**



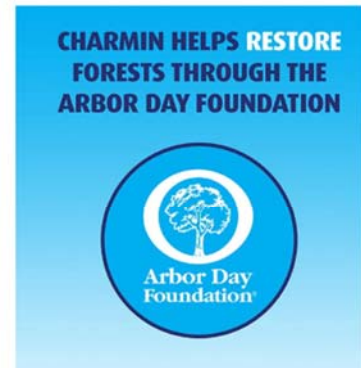
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9 **FSC™ Certified**

10 We only use pulp certified by the Forest Stewardship Council® and support FSC® in their work to increase adoption of FSC products. These standards ensure that we are protecting wildlife and contributing to thriving local communities.



15 **Protect, Grow and Restore**

16 At Charmin, we are committed to making our toilet paper work hard to make a sustainable difference. 100% of our paper comes from responsibly managed forests.



21 **Forest Restoration**

22 P&G and Charmin are partnering with the Arbor Day Foundation to plant 1 million trees in forests affected by natural disasters, like wildfires or hurricanes.

23
24 **Product Details**



Get sparkly clean with Charmin Ultra Strong. Its 4X stronger when wet and has a diamond-weave texture. Its woven like a washcloth and holds up when you wipe. It even cleans better so you can use less and go longer without changing the roll. We also made it MEGA in size, so you get mega value. That's right, our Charmin Ultra Strong Mega Roll is way bigger, equals 4 regular rolls, and its more bang for your behind so you'll be running back to the store less and less (based on number of sheets in Charmin Regular Roll bath tissue). Our Charmin Ultra Strong toilet paper is also 2-ply and designed to be clog-safe and septic-safe so you can flush confidentially and keep clean. And at Charmin, we love trees so we work hard to protect, grow and restore forests. Its why all our pulp used is 100% FSC certified. Its why we plant two trees for every one used. And its why we help to restore forests devastated by natural disaster through the Arbor Day Foundation. That's how were helping keep forests, forests. We all go, why not Enjoy The Go with Americas favorite toilet paper.

9. P&G also claims that it enforces sustainable practices in its supply chain via its Forest Commodities Policy, and that this policy prohibits suppliers from relying on deforestation logging practices and converting intact forest into much less biodiverse “tree plantations.”

1 10. *Unfortunately, P&G’s environmental claims to “Keep Forests as Forests” and*
 2 *its commitment to “Protect-Grow-Restore” trees amounts to nothing more than greenwashing.*

3 “greenwashing” is the act of misleading consumers regarding the environmental practices of a
 4 company or a product. Greenwashing occurs when a company positions itself (or a specific
 5 product) as having a positive influence on environmental issues, when in reality, the company (or
 6 product) is either exaggerating its influence and/or actively engaging in negative environmental
 7 practices that do not align with its previously touted green goals. For example, P&G’s “Protect”
 8 promise misleads consumers because P&G does not disclose that Charmin is sourced from
 9 harvests that rely on harmful logging practices such as clear cutting and burning of Canada’s
 10 boreal forest—an ecological jewel and one of the last intact forests left in the world. Below are
 11 some examples of harvests through which P&G sources its wood pulp.



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19 11. P&G’s “Grow” and “Restore” promises are also misleading because Charmin’s
 20 suppliers are systematically converting critically important old-growth forests into
 21 environmentally devastating Frankenforests. More specifically, P&G’s messaging about
 22 replanting 1-2 trees for every tree used in its products intentionally misleads consumers to
 23 believe that its Charmin suppliers are converting the specific boreal forest areas logged with
 24 replanting activities that mimic the intact, biodiverse ecosystem that was there before P&G’s
 25 harvesting occurred. But P&G fails to disclose that, in reality, its suppliers are replanting single
 26 species conifers, evenly spaced, and then cover these trees with chemical herbicides to
 27 intentionally eliminate all growth other than just a handful of tree species most valuable for
 28 logging. Below are some examples of these practices.



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12. Finally, P&G’s use of the FSC and the Rainforest Alliance logos are misleading and erroneous. In the case of the FSC logo, P&G continues to put the “Main FSC” logo on the front of its packaging, and tout that “100%” of its wood pulp is FSC-certified, even though only a small fraction of P&G’s pulp is sourced from FSC-certified forests. Similarly, as described below, P&G currently displays the “Rainforest Alliance Certified” logo on many consumer facing marketing materials, but this seal is now obsolete because the Rainforest Alliance ceased its certification program years ago, and does not even operate in Canada’s boreal forest.

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13. ***All of these misleading claims and P&G’s broken promises are clear violations of the FTC Green Guides.*** Developed by the Federal Trade Commission, the Green Guides are designed to help marketers avoid making environmental marketing claims that are unfair or deceptive under Section 5 of the FTC Act, 15 U.S.C. § 45. The Green Guides also play a large role in state consumer protection law. At least twelve states⁵ have laws that directly incorporate the standards set forth in the Green Guides as the legal standard for lawfully making certain marketing claims⁶ and twenty-seven states and territories⁷ have laws designating the FTC’s interpretation in the Green Guides as persuasive authority for courts.. As explained more fully

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⁵ These states are Alabama, California, Florida, Indiana, Maine, Maryland, Michigan, Minnesota, New Mexico, New York, Pennsylvania, Rhode Island, and Washington.

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⁶ April 24, 2023, Comments to FTC re Green Guides from the states of California, Connecticut, Delaware, Illinois, Maryland, Michigan, Minnesota, New Jersey, New Mexico, New York, Oregon, Rhode Island and Wisconsin. <https://oag.ca.gov/system/files/attachments/press-docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf>

28

⁷ These are Alabama, Alaska, Arizona, Connecticut, District of Columbia, District of Guam, Florida, Idaho, Georgia, Illinois, Maine, Maryland, Massachusetts, Michigan, Montana, New Hampshire, New Mexico, Ohio, South Carolina, Rhode Island, Texas Tennessee, Utah, Vermont, Washington, and West Virginia.

1 below, P&G’s “Keep Forests as Forests” Campaign and packaging practices violates multiple
2 sections of the FTC Green Guides.

3 14. In spite of P&G’s clearly misleading claims and Green Guide valuations, P&G
4 refuses to act to either conform its environmental practices to be consistent with what it is telling
5 consumers—or admit to its reliance on environmentally devastating activities. And while there
6 has been some activity at the shareholder level—even the descendants of the Procter and Gamble
7 families have strongly criticized P&G’s practices—P&G continues to dismiss shareholder
8 concerns and ignore major environmental issues in its supply chains. Plaintiffs therefore have no
9 choice but to seek judicial intervention to render P&G accountable for its egregious
10 environmental destruction of the largest intact forest in the world and stop hiding behind their
11 false and misleading claims of environmental stewardship.

12 15. This is a proposed class action seeking damages and injunctive relief based on the
13 consumer protection law and common law of concealment of various states as defined below

14 **II. JURISDICTION AND VENUE**

15 16. This Court has jurisdiction pursuant to the Class Action Fairness Act of 2005, 28
16 U.S.C. § 1332(d), because the proposed Class consists of 100 or more members; the amount in
17 controversy exceeds \$5,000,000, exclusive of costs and interest; and minimal diversity exists.
18 This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C.
19 § 1367.

20 17. Venue is proper in this District under 28 U.S.C. § 1367 because a substantial part
21 of the events or omissions and misrepresentations giving rise to Plaintiffs’ claims occurred in this
22 District. Plaintiff Lowry purchased her Charmin Toilet Paper in this District and P&G has
23 marketed, advertised, and made available for sale Charmin Toilet Paper within this District.

III. PARTIES

A. Plaintiffs

1. Washington Plaintiff

a. Melissa Lowry

18. Plaintiff Melissa Lowry (for the purpose of this paragraph, “Plaintiff”) is a citizen of Washington domiciled in Eastsound, Washington. Over approximately the past 20 years, Plaintiff has routinely purchased Charmin Toilet Paper from Costco in Washington. Prior to purchasing Charmin, Plaintiff viewed advertisements touting the “sustainability” of Charmin Toilet Paper like those included in this Class Action Complaint. Plaintiff selected and ultimately purchased the products, in part, because of these “sustainability” claims, as represented through advertisements and representations made by Defendant. None of the advertisements reviewed or representations received by Plaintiff contained any disclosure that Defendant’s practices permanently degrade the environment as described in this Class Action Complaint. As a result, it was unknown to Plaintiff that Defendant was sourcing its pulp from environmentally devastating clear-cutting sources and doing little to restore the forest to the same level of biodiversity as before the logging occurred. Had Defendant disclosed these practices, Plaintiff would not have purchased the products or would have paid less for them. Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling Charmin as environmentally beneficial has caused Plaintiff out-of-pocket loss. Defendant knew that the products were not environmentally beneficial but did not disclose such facts or their effects to Plaintiff, so Plaintiff purchased the products on the reasonable, but mistaken belief that Charmin was “sustainable” or environmentally beneficial.

2. California Plaintiffs

a. Adam Alzaldi

19. Plaintiff Adam Alzaldi (for the purpose of this paragraph, “Plaintiff”) is a citizen of California domiciled in Santa Rosa, California. From approximately October 2019 to January 2024, Plaintiff routinely purchased Charmin Toilet Paper from Amazon and Safeway stores in California. Prior to purchasing Charmin, Plaintiff viewed advertisements touting the

1 “sustainability” of Charmin Toilet Paper like those included in this Class Action Complaint.
2 Plaintiff selected and ultimately purchased the products, in part, because of these “sustainability”
3 claims, as represented through advertisements and representations made by Defendant. None of
4 the advertisements reviewed or representations received by Plaintiff contained any disclosure
5 that Defendant’s practices permanently degrade the environment as described in this Class
6 Action Complaint. As a result, it was unknown to Plaintiff that Defendant was sourcing its pulp
7 from environmentally devastating clear-cutting sources and doing little to restore the forest to the
8 same level of biodiversity as before the logging occurred. Had Defendant disclosed these
9 practices, Plaintiff would not have purchased the products or would have paid less for them.
10 Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling
11 Charmin as environmentally beneficial has caused Plaintiff out-of-pocket loss. Defendant knew
12 that the products were not environmentally beneficial but did not disclose such facts or their
13 effects to Plaintiff, so Plaintiff purchased the products on the reasonable, but mistaken belief that
14 Charmin was “sustainable” or environmentally beneficial.

15 **b. Dwight Chornomud**

16 20. Plaintiff Dwight Chornomud (for the purposes of this paragraph, “Plaintiff”) is a
17 citizen of California domiciled in Riverside, California. From approximately 2018 to 2024,
18 Plaintiff routinely purchased Charmin Toilet Paper from Costco Wholesale stores in
19 California. Prior to purchasing Charmin, Plaintiff viewed advertisements touting the
20 “sustainability” of Charmin Toilet Paper like those included in this Class Action Complaint.
21 Plaintiff selected and ultimately purchased the products, in part, because of these “sustainability”
22 claims, as represented through advertisements and representations made by Defendant. None of
23 the advertisements reviewed or representations received by Plaintiff contained any disclosure
24 that Defendant’s practices permanently degrade the environment as described in this Class
25 Action Complaint. As a result, it was unknown to Plaintiff that Defendant was sourcing its pulp
26 from environmentally devastating clear-cutting sources and doing little to restore the forest to the
27 same level of biodiversity as before the logging occurred. Had Defendant disclosed these
28 practices, Plaintiff would not have purchased the products or would have paid less for them.

1 Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling
2 Charmin as environmentally beneficial has caused Plaintiff out-of-pocket loss. Defendant knew
3 that the products were not environmentally beneficial but did not disclose such facts or their
4 effects to Plaintiff, so Plaintiff purchased the products on the reasonable, but mistaken belief that
5 Charmin was “sustainable” or environmentally beneficial.

6 **c. Melissa Cuevas**

7 21. Plaintiff Melissa Cuevas (for the purpose of this paragraph, “Plaintiff”) is a
8 citizen of California domiciled in Colton, California. From approximately 2014 to December
9 2024, Plaintiff routinely purchased Charmin Toilet Paper from Walmart and Stater Bros. in
10 California. Prior to purchasing Charmin, Plaintiff viewed advertisements touting the
11 “sustainability” of Charmin Toilet Paper like those included in this Class Action Complaint.
12 Plaintiff selected and ultimately purchased the products, in part, because of these “sustainability”
13 claims, as represented through advertisements and representations made by Defendant. None of
14 the advertisements reviewed or representations received by Plaintiff contained any disclosure
15 that Defendant’s practices permanently degrade the environment as described in this Class
16 Action Complaint. As a result, it was unknown to Plaintiff that Defendant was sourcing its pulp
17 from environmentally devastating clear-cutting sources and doing little to restore the forest to the
18 same level of biodiversity as before the logging occurred. Had Defendant disclosed these
19 practices, Plaintiff would not have purchased the products or would have paid less for them.
20 Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling
21 Charmin as environmentally beneficial has caused Plaintiff out-of-pocket loss. Defendant knew
22 that the products were not environmentally beneficial but did not disclose such facts or their
23 effects to Plaintiff, so Plaintiff purchased the products on the reasonable, but mistaken belief that
24 Charmin was “sustainable” or environmentally beneficial.

25 **3. Illinois Plaintiffs**

26 **a. Carole Grant**

27 22. Plaintiff Carole Grant (for the purpose of this paragraph, “Plaintiff”) is a citizen of
28 Illinois domiciled in Chicago, Illinois. For approximately more than 20 years, Plaintiff has

1 routinely purchased Charmin Toilet Paper from Walmart and Walgreens stores in Illinois. Prior
2 to purchasing Charmin, Plaintiff viewed advertisements touting the “sustainability” of Charmin
3 Toilet Paper like those included in this Class Action Complaint. Plaintiff selected and ultimately
4 purchased the products, in part, because of these “sustainability” claims, as represented through
5 advertisements and representations made by Defendant. None of the advertisements reviewed or
6 representations received by Plaintiff contained any disclosure that Defendant’s practices
7 permanently degrade the environment as described in this Class Action Complaint. As a result, it
8 was unknown to Plaintiff that Defendant was sourcing its pulp from environmentally devastating
9 clear-cutting sources and doing little to restore the forest to the same level of biodiversity as
10 before the logging occurred. Had Defendant disclosed these practices, Plaintiff would not have
11 purchased the products or would have paid less for them. Defendant’s unfair, unlawful, and
12 deceptive conduct in manufacturing, marketing, and selling Charmin as environmentally
13 beneficial has caused Plaintiff out-of-pocket loss. Defendant knew that the products were not
14 environmentally beneficial but did not disclose such facts or their effects to Plaintiff, so Plaintiff
15 purchased the products on the reasonable, but mistaken belief that Charmin was “sustainable” or
16 environmentally beneficial.

17 **b. LaTronya Williams**

18 23. Plaintiff LaTronya Williams (for the purpose of this paragraph, “Plaintiff”) is a
19 citizen of Illinois domiciled in Chicago, Illinois. From approximately 2015 to January 2025,
20 Plaintiff routinely purchased Charmin Toilet Paper from Walmart, Walgreens, Target, Family
21 Dollar, and Dollar General in Illinois. Prior to purchasing Charmin, Plaintiff viewed
22 advertisements touting the “sustainability” of Charmin Toilet Paper like those included in this
23 Class Action Complaint. Plaintiff selected and ultimately purchased the products, in part,
24 because of these “sustainability” claims, as represented through advertisements and
25 representations made by Defendant. None of the advertisements reviewed or representations
26 received by Plaintiff contained any disclosure that Defendant’s practices permanently degrade
27 the environment as described in this Class Action Complaint. As a result, it was unknown to
28 Plaintiff that Defendant was sourcing its pulp from environmentally devastating clear-cutting

1 sources and doing little to restore the forest to the same level of biodiversity as before the
2 logging occurred. Had Defendant disclosed these practices, Plaintiff would not have purchased
3 the products or would have paid less for them. Defendant’s unfair, unlawful, and deceptive
4 conduct in manufacturing, marketing, and selling Charmin as environmentally beneficial has
5 caused Plaintiff out-of-pocket loss. Defendant knew that the products were not environmentally
6 beneficial but did not disclose such facts or their effects to Plaintiff, so Plaintiff purchased the
7 products on the reasonable, but mistaken belief that Charmin was “sustainable” or
8 environmentally beneficial.

9 **4. Massachusetts Plaintiffs**

10 **a. Pamela Giarrizzo**

11 24. Plaintiff Pamela Giarrizzo (for the purpose of this paragraph, “Plaintiff”) is a
12 citizen of Massachusetts domiciled in Lakeville, Massachusetts. From approximately 2012 to
13 January 2025, Plaintiff routinely purchased Charmin Toilet Paper from Walgreens in
14 Massachusetts. Prior to purchasing Charmin, Plaintiff viewed advertisements touting the
15 “sustainability” of Charmin Toilet Paper like those included in this Class Action Complaint.
16 Plaintiff selected and ultimately purchased the products, in part, because of these “sustainability”
17 claims, as represented through advertisements and representations made by Defendant. None of
18 the advertisements reviewed or representations received by Plaintiff contained any disclosure
19 that Defendant’s practices permanently degrade the environment as described in this Class
20 Action Complaint. As a result, it was unknown to Plaintiff that Defendant was sourcing its pulp
21 from environmentally devastating clear-cutting sources and doing little to restore the forest to the
22 same level of biodiversity as before the logging occurred. Had Defendant disclosed these
23 practices, Plaintiff would not have purchased the products or would have paid less for them.
24 Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling
25 Charmin as environmentally beneficial has caused Plaintiff out-of-pocket loss. Defendant knew
26 that the products were not environmentally beneficial but did not disclose such facts or their
27 effects to Plaintiff, so Plaintiff purchased the products on the reasonable, but mistaken belief that
28 Charmin was “sustainable” or environmentally beneficial.

b. Cynthia Meuse

1 **b. Cynthia Meuse**
2 25. Plaintiff Cynthia Meuse (for the purpose of this paragraph, “Plaintiff”) is a citizen
3 of Massachusetts domiciled in Middlesex, Massachusetts. From approximately 2018 to January
4 2025, Plaintiff routinely purchased Charmin Toilet Paper from Target stores in Massachusetts.
5 Prior to purchasing Charmin, Plaintiff viewed advertisements touting the “sustainability” of
6 Charmin Toilet Paper like those included in this Class Action Complaint. Plaintiff selected and
7 ultimately purchased the products, in part, because of these “sustainability” claims, as
8 represented through advertisements and representations made by Defendant. None of the
9 advertisements reviewed or representations received by Plaintiff contained any disclosure that
10 Defendant’s practices permanently degrade the environment as described in this Class Action
11 Complaint. As a result, it was unknown to Plaintiff that Defendant was sourcing its pulp from
12 environmentally devastating clear-cutting sources and doing little to restore the forest to the
13 same level of biodiversity as before the logging occurred. Had Defendant disclosed these
14 practices, Plaintiff would not have purchased the products or would have paid less for them.
15 Defendant’s unfair, unlawful, and deceptive conduct in manufacturing, marketing, and selling
16 Charmin as environmentally beneficial has caused Plaintiff out-of-pocket loss. Defendant knew
17 that the products were not environmentally beneficial but did not disclose such facts or their
18 effects to Plaintiff, so Plaintiff purchased the products on the reasonable, but mistaken belief that
19 Charmin was “sustainable” or environmentally beneficial..

B. Defendant

20 **B. Defendant**
21 26. Proctor & Gamble Company (“P&G”) is an American multinational consumer
22 goods corporation doing business in all 50 states and the District of Columbia and is organized
23 under the laws of the state of Ohio, with its principal place of business in Cincinnati, Ohio. P&G
24 is the largest consumer goods company in the world and in 2024 had net sales of \$84 billion,
25 with 52 percent of that revenue coming from sales in North America. At all times relevant to this
26 action, P&G manufactured and made available for sale Charmin Toilet Paper throughout the
27 United States. P&G also created, designed, and disseminated information about the supply chain
28 for Charmin Toilet Paper and P&G’s commitment to environmental stewardship for the express

1 purpose of having that information reach potential consumers. P&G also designed and
 2 manufactured packaging for Charmin Toilet Paper with uniform logos regarding P&G’s
 3 environmental stewardship for the express purpose of having that information reach potential
 4 consumers. Charmin is one of the top selling brands of toilet paper and it is estimated that P&G
 5 sells billions of rolls a year in the United States. As explained more fully herein, Defendant
 6 concealed, suppressed and omitted material facts regarding the ancient forest to toilet pipeline.

7 IV. FACTUAL ALLEGATIONS

8 A. Environmental stewardship is a material attribute to consumers.

9 27. A large portion of consumers increasingly care about the environmental impact of
 10 products when making purchasing decisions, with many stating they are willing to pay more for
 11 sustainable options and prioritize brands with environmentally conscious practices. According to
 12 the McKinsey study, a staggering 78% of U.S. consumers say that a sustainable lifestyle is
 13 important to them, and that more than 60% of U.S. consumers disclosed that they care about
 14 buying environmentally and ethically sustainable products.⁸ According to the study’s authors
 15 “the research shows that a wide range of consumers across incomes, life stages, ages, races, and
 16 geographies are buying products bearing ESG-related labels.”

17 28. Moreover, as consumers become increasingly aware of the consequences of
 18 climate change and environmental degradation, they begin to actively search for and purchase
 19 more environmentally friendly products.⁹ According to the Economist Intelligence Unit, the
 20 number of nature-loss social media posts have grown by 65% on social media platforms like X,
 21 and Google searches for sustainable goods increased by 71% over the past ten years.

22 29. It is also well documented that consumers are willing to pay a premium for
 23 products from supply chains that are less environmentally damaging. Price Waterhouse Coopers
 24 (“PwC”) recently published a survey that found that consumers were willing to spend 9.7%
 25 more, on average, for sustainably produced or sourced goods, despite inflation and cost-of-living

26 ⁸ <https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets#/>

27 ⁹ <https://impact.economist.com/sustainability/ecosystems-resources/an-eco-wakening-measuring-global-awareness-engagement-and-action-for-nature>

1 concerns.¹⁰ If one used this 9.7 percent as a value of overpayment in this case based on the
2 omissions described below, and assumed that P&G sells approximately two billion dollars a year
3 of Charmin Toilet Paper, then the minimum overpayment is roughly \$200 million per year or
4 \$800 million over the four-year class period. But again, this measure is conservative given the
5 materiality of the omissions described below.

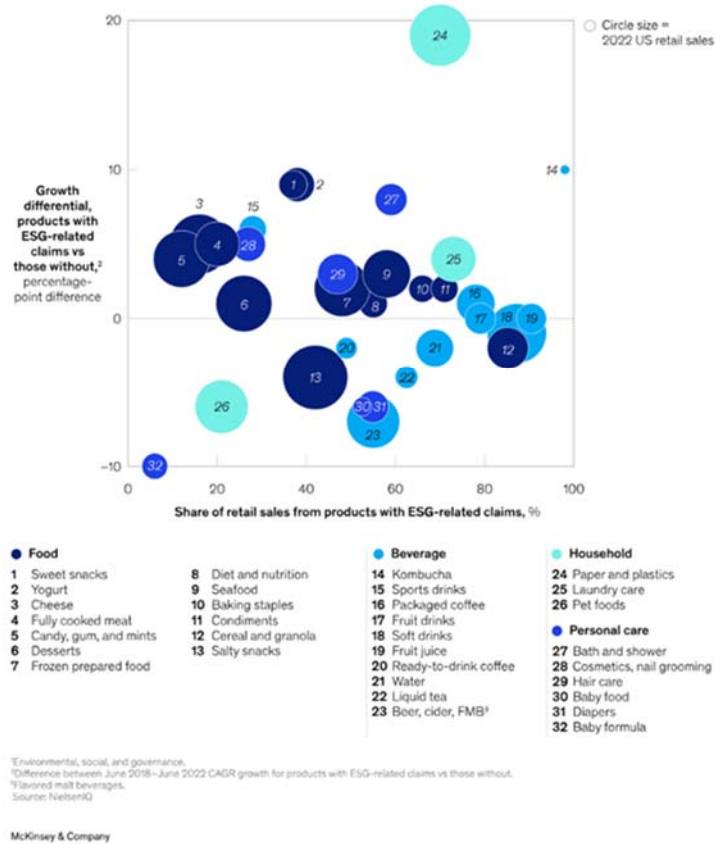
6 30. In light of these trends, companies are increasingly allocating time, attention, and
7 resources to position their products and supply chains as environmentally responsible. For
8 example, the McKinsey study reviewed actual consumer purchasing behavior over a five-year
9 period to compare products that made one or more ESG-related claims on their packaging to
10 similar products which made none. The McKinsey study found that the packages with the ESG-
11 related claims outperformed products that made none, and that there was “a clear and material
12 link between ESG-related claims and consumer spending.” The McKinsey study’s conclusion
13 was especially true in the Household Paper and Plastics (Category 24 below), which boasted
14 significant increases in growth and market share for products with ESG labels.¹¹

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27 ¹⁰ <https://www.pwc.com/gx/en/news-room/press-releases/2024/pwc-2024-voice-of-consumer-survey.html>

28 ¹¹ <https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets#/>

Prevalence and performance of environmental, social, and governance-related claims vary by product category.

Growth differential vs prevalence of ESG¹-related claims by product category



B. P&G has also acknowledged that its environmental stewardship claims are material to consumers and can increase Charmin’s growth opportunities.

31. P&G also understands the materiality and growth-maximizing value of environmental claims. Accordingly, P&G dedicates its considerable resources¹² to position Charmin Toilet Paper as being consistent with sustainable forestry practices. For example, the shareholder letter attached to P&G’s 2024 Annual Report explains that the Company is “putting additional focus” on “improving the environmental sustainability profile of our brands” in order to “create [a] competitive advantage that can drive shareowner value creation.”¹³

32. Examples of this renewed focus includes highlighting Charmin’s commitment to sustainability via its “Keep Forests as Forests” campaign, which included a wide variety of paid

¹² 1. P&G spent more than \$150 million on advertising and marketing Charmin Toilet Paper in 2021 and over \$119 million in 2022. <https://www.statista.com/statistics/314871/charmin-ad-spend-usa/>

¹³ P&G 2024 Annual Report, page vi-vii.

1 social media activity, in-store signage, packaging, digital storytelling, virtual reality experiences,
 2 and various NGO partnerships. According to P&G Vice President Tonia Elrod, P&G closely
 3 monitors and evaluates its environmental and sustainability messaging to consumers. Through
 4 this process P&G ultimately concluded that the “Keep Forests as Forests” campaign succeeded
 5 in conveying a “sustainability message,” and that consumers had developed a higher purchase
 6 intent from Charmin as a direct result of the environmental claims included in this campaign (in
 7 contrast to other attributes such as tissue softness or strength).¹⁴



19 **C. Companies have developed sophisticated Greenwashing campaigns to leverage the**
 20 **growth opportunities in environmental and sustainability messaging.**

21 33. “Greenwashing” is the act of misleading consumers regarding the environmental
 22 practices of a company or a product. Greenwashing occurs when a company positions itself (or a
 23 specific product) as having a positive influence on environmental issues, when in reality, the
 24 company (or product) is either exaggerating its influence and/or actively engaging in negative
 25 environmental practices that do not align with it previously touted green goals. Product-level
 26 Greenwashing refers to the act of misleading consumers about the environmental benefits of a

27 ¹⁴ FSC International, *Webinar on Promoting Consumer Engagement with Forest Sustainability* at 27:00
 28 (“Conclusions from Charmin Brand Ambition Case Study”) (Nov. 19, 2021), available at
<https://www.youtube.com/watch?v=BFB0J3jQlkw>.

1 specific product and can include tactics such as labeling products with false or misleading
 2 information regarding their composition.¹⁵ Firm-level Greenwashing arises when a company
 3 makes false or misleading claims about its overall environmental practices, policies, or
 4 performance, rather than just its individual products. According to academic researchers from
 5 Pace University’s Sustainable Business Law Hub, Firm-level Greenwashing “involves creating a
 6 false image of the company as environmentally responsible, even though its actual practices may
 7 be environmental harmful or unsustainable. This form of greenwashing can be particularly
 8 damaging as it misleads consumers and investors into thinking that the entire company is
 9 environmentally friendly, when in fact only a small portion of its practices may be achieving the
 10 stated sustainability goals.”

11 34. High-profile greenwashing examples include Chevron’s “People Do” campaign,
 12 which showed its employees protecting endangered wildlife such as bears, butterflies and sea
 13 turtles—even though the company continued to spill oil in sensitive ecosystems and was being
 14 sued for illegally dumping pollutants in Santa Monica Bay. Similarly, Illinois-based concrete
 15 producer Ozinga Brothers promised that its proposed Invert mining project on Chicago’s
 16 Southeast Side neighborhood would eventually result in additional tree plantings, free solar
 17 panels, increased recycling opportunities, and a “green” community center. But the company
 18 failed to disclose its studies on the expected impact to air quality and transportation. According
 19 to one community source, “you’ll see tree plantings, recycling, promises for green infrastructure,
 20 but then the means to get that supposed green infrastructure [involves] blowing up dynamite to
 21 mine for 17 years and bringing thousands of additional diesel trucks into the neighborhood.”¹⁶

22 **D. The FTC’s “Green Guides” provide critical information to consumers, companies,
 23 and courts about deceptive environmental-themed marketing claims.**

24 35. Increasingly, what companies think their “green” marketing claims mean and
 25 what consumers think they mean may not be the same. As such, the Federal Trade Commission
 26 (“FTC”) monitors environmentally themed marketing for potentially deceptive claims, and on

27 ¹⁵ Barbara Ballan & Jason J. Czarnezki, *Disclosure, Greenwashing and the Future of ESG Litigation*, 81 *Was.*
 & *Lee L. Rev.* 545, 555-60 (2024).

28 ¹⁶ <https://www.nrdc.org/stories/what-greenwashing>

1 regular intervals, publishes guidelines to help develop uniform national standards for
 2 environmental advertising. Known as the “Guides for the Use of Environmental Marketing
 3 Claims”—or more colloquially as the “Green Guides”—this guidance is designed to help
 4 marketers avoid making environmental marketing claims that are unfair or deceptive under
 5 Section 5 of the FTC Act, 15 U.S.C. § 45.¹⁷ Section 5 of the FTC Act prohibits “unfair or
 6 deceptive acts and practices in or affecting commerce[.]”¹⁸ A representation, omission, or
 7 practice is deceptive if it is likely to mislead consumers acting reasonably under the
 8 circumstances and is material to consumers’ decisions.¹⁹ According to the FTC, “marketers must
 9 ensure that all reasonable interpretations of their claims are truthful, not misleading, and
 10 supported by a reasonable basis before they make the claims” and that “a firm’s failure to
 11 possess and rely upon a reasonable basis for objective claims constitutes an unfair and deceptive
 12 act or practice in violation of Section 5 of the Federal Trade Commission Act.”²⁰

13 36. More specifically, the Green Guides address environmental claims by elucidating
 14 1) general principles that apply to all environmental marketing claims; 2) how consumers are
 15 likely to interpret particular claims and how marketers can substantiate these claims; and 3) how
 16 marketers can qualify their claims to avoid deceiving consumers.

17 37. The Green Guides also play a large role in state consumer protection law. At least
 18 twelve states²¹ have laws that directly incorporate the standards set forth in the Green Guides as
 19 the legal standard for lawfully making certain marketing claims.²² Additionally, twenty-seven
 20

21 ¹⁷ FTC, Green Guides, 16 C.F.R. part 260, available at [https://www.ftc.gov/news-events/topics/truth-](https://www.ftc.gov/news-events/topics/truth-advertising/green-guides)
 22 [advertising/green-guides](https://www.ftc.gov/news-events/topics/truth-advertising/green-guides)

23 ¹⁸ 15 U.S.C. § 45(a)(1).

24 ¹⁹ See “FTC Policy Statement on Deception,” 103 F.T.C. 174 (1983) *available at* [https://www.ftc.gov/system/](https://www.ftc.gov/system/files/documents/public_statements/410531/831014deceptionstmt.pdf)
 25 [files/documents/public_statements/410531/831014deceptionstmt.pdf](https://www.ftc.gov/system/files/documents/public_statements/410531/831014deceptionstmt.pdf).

26 ²⁰ “FTC Policy Statement Regarding Advertising Substantiation,” 104 F.T.C. 839 (1984), available at
 27 <https://www.ftc.gov/legal-library/browse/ftc-policy-statement-regarding-advertising-substantiation> (cited by 16
 28 C.F.R. § 260.2).

²¹ These states are Alabama, California, Florida, Indiana, Maine, Maryland, Michigan, Minnesota, New Mexico, New York, Pennsylvania, Rhode Island, and Washington.

²² April 24, 2023, Comments to FTC re Green Guides from the states of California, Connecticut, Delaware, Illinois, Maryland, Michigan, Minnesota, New Jersey, New Mexico, New York, Oregon, Rhode Island and Wisconsin. <https://oag.ca.gov/system/files/attachments/press-docs/Comments%20to%20FTC%20re%20Green%20Guides%204.24.23.pdf>

1 states and territories²³ have laws providing that the FTC’s interpretation in the Green Guides
 2 shall serve as persuasive authority for courts construing a particular state consumer protection
 3 law. The Green Guides have also been used as evidence in court proceedings involving false
 4 advertising litigation.²⁴

5 38. The FTC Green Guides expressly describe a marketer’s responsibilities when
 6 making environmental claims. Some of these include:

7 **§ 260.2 Interpretation and substantiation of environmental**
 8 **marketing claims.** A representation, omission, or practice is
 9 deceptive if it is likely to mislead consumers acting reasonably
 10 under the circumstances and is material to consumers’ decisions. To
 11 determine if an advertisement is deceptive, marketers must identify
 12 all express and implied claims that the advertisement reasonably
 13 conveys. Marketers must ensure that all reasonable interpretations
 of their claims are truthful, not misleading, and supported by a
 reasonable basis *before* they make the claims. In the context of
 environmental marketing claims, a reasonable basis often requires
 competent and reliable scientific evidence [created] in an objective
 manner by qualified persons. (emphasis added) (citation omitted)

14 **§ 260.3 (a) Qualifications & disclosures.** To prevent deceptive
 15 claims, qualifications and disclosures should be clear, prominent,
 and understandable.

16 **§ 260.3 (c) Overstatement of environmental attribute.** An
 17 environmental marketing claim should not overstate, directly or by
 18 implication, an environmental attribute or benefit. Marketers should
 19 not state or imply environmental benefits if the benefits are
 20 negligible. *Example 1:* An area rug is labeled “50% more recycled
 content than before” [but] the manufacturer increased the recycled
 content of its rug from 2% recycled fiber to 3%. Although the claim
 is technically true, it likely conveys the false impression that the
 manufacturer has increased significantly the use of recycled fiber.

21 **§ 260.4 General environmental benefit claims.** (a) It is deceptive
 22 to misrepresent, directly or by implication, that a product, package
 23 or service offers a general environmental benefit. (b) Unqualified
 24 general environmental benefit claims are difficult to interpret and
 25 likely convey a wide range of meanings. In many cases, such claims
 likely convey that the product, package, or service has specific and
 far-reaching environmental benefits that may convey that the item
 or service has no negative environmental impact. Because it is
 highly unlikely that marketers can substantiate all reasonable

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 27 ²³ These are Alabama, Alaska, Arizona, Connecticut, District of Columbia, District of Guam, Florida, Idaho,
 Georgia, Illinois, Maine, Maryland, Massachusetts, Michigan, Montana, New Hampshire, New Mexico, Ohio, South
 Carolina, Rhode Island, Texas Tennessee, Utah, Vermont, Washington, and West Virginia.

28 ²⁴ Ballan & Czarneski, *supra* note 15, at 565.

1 interpretations of these claims, markets should not make unqualified
2 general environmental benefit claims.

3 . . .

4 *Example 3:* A marketer’s advertisement features a laser printer in a
5 bird’s nest balancing on a tree branch, surrounded by dense forest.
6 In green type, the marketer states, “Buy our printer. Make a change.”
7 Although the advertisement does not expressly claim that the
8 product has environmental benefits, the featured images, in
9 combination with the text, likely convey that the product has far
10 reaching environmental benefits and may convey that the product
11 has no negative environmental impact. Because it is highly unlikely
12 that a marketer can substantiate these claims, this advertisement is
13 deceptive.

14 . . .

15 **§ 260.6 Certifications and seals of approval:** (a) It is deceptive to
16 misrepresent, directly or by implication, that a product, package
17 has been endorsed or certified by an independent third party. (b) A
18 marketers use of the name, logo, or seal of approval of a third party
19 certifier or organization may be an endorsement, which should meet
20 the criteria of the FTC’s Endorsement Guides . . . (c) Third-party
21 certification does not eliminate a marketers’ obligation to ensure
22 that it has substantiation for all claims reasonably communicated by
23 the certification. (d) A marketer’s use of an environmental
24 certification or seal of approval likely conveys that the product
25 offers a general environmental benefit Because it is highly
26 unlikely that marketers can substantiate general environmental
27 benefit claims, marketers should not use environmental
28 certifications or seals that do not convey the basis for the
certification. (e) . . . To avoid deception, marketers should use clear
and prominent qualifying language that clearly conveys that the
certification or seal refers only specific and limited benefits.

39. The Green Guides also provide guidance regarding the use of terms such as
“sustainability” as this term likely implies certain environmental benefits. Although the Green
Guides do not define sustainability per se, “this does not mean unscrupulous marketers are free
to deceive consumers.”²⁵ Indeed, according to the FTC, “marketers still are responsible for
substantiating consumers’ reasonable understanding of these claims.” For example, “if in context
reasonable consumers perceive a sustainable claim as a general environmental benefit claim, the
marketer must be able to substantiate that claim and all attendant reasonably implied claims” and
that, typically, a generic sustainability claim “presents substantiation challenges.” For that

²⁵ *FTC The Green Guides Statement of Basis and Purpose* at 258, available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguidesstatement.pdf>.

1 reason, the FTC has admonished companies not to use unqualified claims such as “sustainable”
 2 due to its determination that “it is highly unlikely that they can substantiate reasonable
 3 interpretations of these claims.”²⁶

4 **E. P&G sells more than \$2 billion worth of Charmin Toilet Paper each year.**

5 40. P&G is one of the biggest consumer goods companies in the world. In 2016, the
 6 company generated net sales worth about 65.3 billion U.S. dollars and is the leading
 7 manufacturer in a vast majority of consumer goods product categories—including Charmin
 8 Toilet Paper. According to P&G’s 2024 Annual Report, Charmin Toilet Paper represents
 9 approximately 25% of the North American market for toilet paper and Charmin Toilet Paper is
 10 routinely found in the top 10 sales of the leading toilet paper brands in the United States, with
 11 typical sales of over \$2 billion a year.²⁷ Indeed, according to U.S. Census data and the Simmons
 12 National Consumer Survey, 86.27 million Americans used Charmin Ultra in 2020 alone.

13 **F. P&G regularly touts its claim of environmental stewardship via its Greenwashing
 14 Campaign for Charmin Toilet Paper.**

15 **1. P&G relies on its “Keep Forests as Forests” campaign and its “Protect-
 16 Grow-Restore” messaging at points of sale to position Charmin products as
 environmentally sustainable.**

17 41. P&G employs a multitude of layered and integrated marketing practices, such as
 18 paid social media activity, in-store signage, packaging, digital storytelling, virtual reality
 19 experiences, and various NGO partnerships, to consistently position Charmin as an
 20 environmentally sustainable choice for consumers. Layered and integrated marketing are
 21 strategies that use multiple channels to promote a brand or message. These channels, or
 22 “vehicles,” can include packaging, social media, ads, content, and digital or live events. Layered
 23 and integrated marketing practices are especially effective in establishing credibility and
 24 conveying a consistent and unified message to consumers over time.

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 26
 27 ²⁶ *FTC Sends Warning Letters to Companies Regarding Diamond Ad Disclosures* (Apr. 2, 2019), available at
<https://www.ftc.gov/news-events/news/press-releases/2019/04/ftc-sends-warning-letters-companies-regarding-diamond-ad-disclosures>.

28 ²⁷ <https://www.statista.com/statistics/188710/top-toilet-tissue-brands-in-the-united-states/>

1 42. For example, P&G’s Vice President of Family Care Communications and P&G
 2 Responsible Sourcing, Tonia Elrod, explains that P&G relies on the “Charmin Brand Ambition”
 3 to consistently and persistently disseminate its environmental sustainability claims to consumers
 4 under the umbrella of “Keep Forests as Forests.”



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16 43. The “Keep Forests as Forests” campaign makes three promises to consumers
 17 using the “Protect-Grow-Restore” logo. For its “Protect” promise, Charmin claims to only use
 18 pulp certified by the Forest Stewardship Council or “FSC.” The Forest Stewardship Council
 19 (“FSC”) is an international non-profit that promotes responsible management by offering a forest
 20 certification system for forests and forest products. For its “Grow” promise, Charmin promises
 21 that “for every tree used at least two are regrown in its place” and suggests that the company is
 22 helping to replace the forest it uses via thoughtful and effective replanting efforts. For its
 23 “Restore” promise, Charmin touts its partnership with the Arbor Day Foundation to plant one
 24 million trees in forests affected by natural disasters.

25 44. The “Keep Forests as Forests” campaign and “Protect-Grow-Restore” messaging
 26 have been persistently and consistently used by P&G in relation to Charmin products to tout
 27 environmental responsibility at point of sale. Below are some examples.
 28

a. Charmin Toilet paper packaging at points of sale consistently includes the FSC logo in a prominent location (at the front of the package)

45. Companies who work with the FSC are entitled to display various FSC logos to reflect the company’s commitment to various levels of responsible forest management. The main FSC logo looks like this:



46. The below pictures are from the front packaging for Charmin Ultra Strong toilet paper (upper left), Charmin Ultra Soft Mega size (upper right), Charmin Ultra Soft toilet paper standard size (bottom left), and Charmin Ultra Gentle (bottom right). The main “FSC” logo is prominently included on the front of each Charmin variation and are practically identical.



b. Charmin Toilet Paper packaging at points of sale also consistently includes the “Protect-Grow-Restore” logo.

47. The below pictures are from the back packaging for Charmin Ultra Strong toilet paper (upper left), Charmin Ultra Soft Mega size (upper right), Charmin Ultra Soft toilet paper standard size (bottom left), and Charmin Ultra Gentle (bottom right). The “Protect-Grow-Restore” logo is included on each Charmin variation and are practically identical.



2. **P&G extends the exposure and reach of its Greenwashing campaign at digital point of sale locations with national retailers.**

48. P&G also relies on a robust network of retailers to make Charmin available for sale in all 50 states and territories via their online selling platforms. In so doing, P&G drastically increases the reach of its “Protect-Grow-Restore” and other “Keep Forests as Forests” messaging. According to the websites of these retailers, manufacturers like P&G are responsible for supplying the images, layout, and all “product detail” and “thumbnail” information to market the product on the retailer’s webpage. Below are examples from some of the nation’s leading retailers consistently displaying these “Protect-Grow-Restore” and “Keep Forests as Forests” messages, which helps position Charmin to be perceived as environmentally responsible.

1 **a. Kroger Point-of-Sale Listing for Charmin Ultra Strong Toilet Paper²⁸**

2 49. This Kroger listing depicts a listing for Charmin Ultra Strong Toilet Paper for sale
3 on Kroger’s website. As seen below, Charmin continues to prominently show the FSC Certified
4 Label on the front of the package. And in the product details section Charmin reiterates its
5 “Protect-Grow-Restore” message while also stating that “all our pulp used is 100% FSC
6 certified” and “we plant two trees for every one used.” According to Charmin “that’s how we’re
7 helping keep forests, forests.”

8 **Product Details**



10 Get sparkly clean with Charmin Ultra Strong. Its 4X stronger when wet and
11 has a diamond-weave texture. Its woven like a washcloth and holds up
12 when you wipe. It even cleans better so you can use less and go longer
13 without changing the roll. We also made it MEGA in size, so you get mega
14 value. That's right, our Charmin Ultra Strong Mega Roll is way bigger,
15 equals 4 regular rolls, and its more bang for your behind so you'll be
16 running back to the store less and less (based on number of sheets in
17 Charmin Regular Roll bath tissue). Our Charmin Ultra Strong toilet paper is
18 also 2-ply and designed to be clog-safe and septic-safe so you can flush
19 confidentially and keep clean. And at Charmin, we love trees so we work
20 hard to protect, grow and restore forests. Its why all our pulp used is 100%
21 FSC certified. Its why we plant two trees for every one used. And its why
22 we help to restore forests devastated by natural disaster through the
23 Arbor Day Foundation. That's how were helping keep forests, forests. We
24 all go, why not Enjoy The Go with Americas favorite toilet paper.

17 **b. Walmart Point-of-Sale Listing for Charmin Ultra Strong Toilet Paper²⁹**

18 50. This Walmart listing depicts a listing for Charmin Ultra Strong Toilet Paper for
19 sale on Walmart’s website. It is almost identical to the Kroger listing above. Again, Charmin
20 continues to prominently show the FSC Certified Label on the front of the package. And in the
21 product details section, Charmin reiterates its “Protect-Grow-Restore” message while also stating
22 that “all our pulp used is 100% FSC certified” and “we plant two trees for every one used.” The
23 claim that Charmin is “helping keep forests, forests” is also reiterated.

26 ²⁸ <https://www.kroger.com/p/charmin-ultra-strong-toilet-paper-231-sheets-roll-32-rolls-/0003077208632>
(accessed Jan. 15, 2025).

27 ²⁹ [https://www.walmart.com/ip/Charmin-Ultra-Strong-Toilet-Paper-231-Sheets-Roll-32-Rolls/
6137370255?wmlspartner=wlp&selectedSellerId=102537451&sid=4818cbef-50ce-4890-a9f2-f1917941ff93](https://www.walmart.com/ip/Charmin-Ultra-Strong-Toilet-Paper-231-Sheets-Roll-32-Rolls/6137370255?wmlspartner=wlp&selectedSellerId=102537451&sid=4818cbef-50ce-4890-a9f2-f1917941ff93)
28 (accessed Jan. 15, 2025).



Product details

Get sparkly clean with Charmin Ultra Strong. It's 4X stronger when wet* and has a diamond-weave texture. It's woven like a washcloth and holds up when you wipe. It even cleans better so you can use less* and go longer without changing the roll**.

We also made it MEGA in size, so you get mega value. That's right, our Charmin Ultra Strong Mega Roll is way bigger, equals 4 regular rolls, and it's more bang for your behind so you'll be running back to the store less and less (based on number of sheets in Charmin Regular Roll bath tissue). Our Charmin Ultra Strong toilet paper is also 2-ply and designed to be clog-safe and septic-safe so you can flush confidentially and keep clean.

And at Charmin, we love trees so we work hard to protect, grow and restore forests. It's why all our pulp used is 100% FSC certified. It's why we plant two trees for every one used. And it's why we help to restore forests devastated by natural disaster through the Arbor Day Foundation. That's how we're helping keep forests, forests. We all go, why not Enjoy The Go with America's favorite toilet paper***.

c. Costco Point-of-Sale Listing for Charmin Ultra Soft Toilet Paper³⁰

51. This Costco listing depicts a listing for Charmin Ultra Soft Toilet Paper for sale on Costco's website. As seen below, Charmin continues to prominently show the FSC certified label on the front of the package. The back of the package also includes the "Protect-Grow-Restore" logo, which also directs consumers to Charmin's Sustainability Promise website. And as with the Kroger listing, this Costco listing makes the same "Protect-Grow-Restore" promises in the Product Details section of the listing. The visual thumbnails displayed next to a picture of Charmin toilet paper profiles the main FSC logo, the Protect-Grow-Restore logo and a statement that "100% of our paper comes from responsibly managed forests."



³⁰ <https://www.costco.com/charmin-ultra-soft-bath-tissue%2C-2-ply%2C-213-sheets%2C-30-rolls.product.4000221238.tml> (accessed Jan. 15, 2025).

1 **Charmin Beyond The Roll**



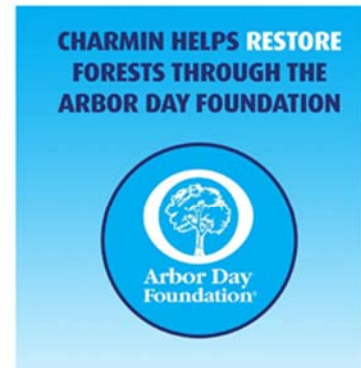
7
8 **FSC™ Certified**

9 We only use pulp certified by
10 the Forest Stewardship
11 Council® and support FSC® in
12 their work to increase adoption
13 of FSC products. These
14 standards ensure that we are
protecting wildlife and
contributing to thriving local
communities.



8 **Protect, Grow and Restore**

9 At Charmin, we are committed
10 to making our toilet paper work
11 hard to make a sustainable
12 difference. 100% of our paper
13 comes from responsibly
14 managed forests.



8 **Forest Restoration**

9 P&G and Charmin are
10 partnering with the Arbor Day
11 Foundation to plant 1 million
12 trees in forests affected by
13 natural disasters, like wildfires
14 or hurricanes.

15 **d. Lowe’s Point-of-Sale Listing for Charmin Ultra Soft Toilet Paper³¹**

16 52. This Lowe’s listing for Charmin Ultra Soft Toilet Paper contains the same
17 prominent FSC certified logo on the front of the package and includes the same “Protect-Grow-
18 Restore” promises in the Product Features section of the listing. The thumbnails displayed next
19 to the photograph of the product have the same FSC certified claims, and claims that “100% of
20 our paper comes from responsibly managed forests.” In addition, this Lowe’s Listing also
21 highlights Charmin’s promise to “regrow two trees for every one used.”



28 ³¹ <https://www.lowes.com/pd/Charmin-Ultra-Soft-Super-Mega-12-Pack-2-ply-Toilet-Paper/5014633869>
(accessed Jan. 15 2025).

1 **Charmin Beyond The Roll**



7
8 **FSC™ Certified**

9 We only use pulp certified by
10 the Forest Stewardship
11 Council® and support FSC® in
12 their work to increase adoption
13 of FSC products. These
14 standards ensure that we are
protecting wildlife and
contributing to thriving local
communities.



Protect, Grow and Restore

At Charmin, we are committed
to making our toilet paper work
hard to make a sustainable
difference. 100% of our paper
comes from responsibly
managed forests.



Forest Restoration

P&G and Charmin are
partnering with the Arbor Day
Foundation to plant 1 million
trees in forests affected by
natural disasters, like wildfires
or hurricanes.

15 e. **Amazon’s Point-of-Sale Listing for Charmin Ultra Gentle Toilet Paper³²**

16 53. This Amazon listing for Charmin Ultra Gentle Toilet Paper contains the same
17 prominent FSC certified logo on the front of the package and the same FSC-certified thumbnails,
18 and includes the same “Protect-Grow-Restore” promises in the Product Features section of the
19 listing.



28 ³² <https://a.co/d/2ldeVhu> (accessed Jan 15 2025)

1
2 **Charmin Beyond The Roll**



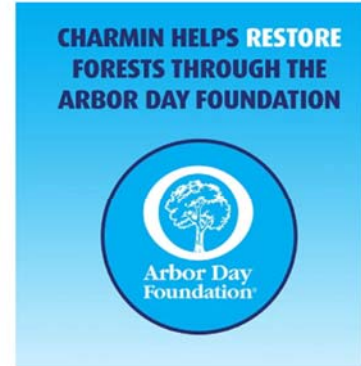
9 **FSC™ Certified**

10 We only use pulp certified by
11 the Forest Stewardship
12 Council® and support FSC® in
13 their work to increase adoption
14 of FSC products. These
15 standards ensure that we are
16 protecting wildlife and
17 contributing to thriving local
18 communities.



9 **Protect, Grow and Restore**

10 At Charmin, we are committed
11 to making our toilet paper work
12 hard to make a sustainable
13 difference. 100% of our paper
14 comes from responsibly
15 managed forests.



9 **Forest Restoration**

10 P&G and Charmin are
11 partnering with the Arbor Day
12 Foundation to plant 1 million
13 trees in forests affected by
14 natural disasters, like wildfires
15 or hurricanes.

3. P&G also directs consumers to visit its “Charmin Sustainability Promise website”³³ which prominently features three videos reiterating the “Protect-Grow-Restore” message.



SUSTAINABILITY

We are committed to helping keep forests as forests.
That's why we:



PROTECT

We only use pulp certified by the Forest Stewardship Council® and support FSC® in their work to increase adoption of FSC products. These standards ensure that we are protecting wildlife and contributing to thriving local communities.



GROW

For every tree used, at least two are regrown in its place.



RESTORE

P&G and Charmin are partnering with the Arbor Day Foundation to plant 1 million trees in forests affected by natural disasters, like wildfires or hurricanes.

³³ <https://www.charmin.com/en-us/sustainability>

- 1 a. **The “Protect” video depicts FSC-certified forests in the United States**
 2 **that are owned by small landowners who follow FSC responsible**
 3 **forest management guidance.**



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 8 54. The caption next to the “Protect Video” states that Charmin only uses pulp
 9 certified by the FSC. The video also features P&G employee and Papermaking Materials Leader
 10 Lois Forde-Kohler, who states: *“When you see an FSC logo on a Charmin package, you know*
 11 *that we are working with suppliers to bring their products to us in a sustainable, responsible*
 12 *way. They have foresters who have the best forest management plans, including replanting, in*
 13 *order to continue to ‘Keep Forests as Forests.’”* As explained more fully below, this claim is
 14 objectively false.

- 15 b. **The “Grow” video prominently displays the main FSC and**
 16 **“Rainforest Alliance Certified” logos on Charmin packaging and**
 17 **promises to replant at least 1-2 new trees for every tree used in its**
 18 **products.**



20
 21
 22
 23 55. The “Grow Video” on the Charmin Sustainability Promise website also depicts
 24 the FSC-certified label on the front of a Charmin package while stating that Charmin wood pulp
 25 is sourced from *“responsibly managed forests, which means for every tree [Charmin] uses in its*
 26 *products a new one is planted in its place.”* As explained below, this claim is misleading.

1 c. The “Restore” video promises that P&G will help plant 1 million trees
2 between 2020 and 2025 in areas devastated by natural disasters.



8 56. The “Restore Video” also states: “replanting efforts must involve thinking into the
9 future 20 years, 50 years, 100 years out so you are planting it for the next generation.”

10 4. Charmin also produced a viral “Protect Grow Restore” YouTube video
11 reiterating its key promises to consumers.



21 57. In 2022, Charmin also created a “Protect Grow Restore” YouTube video that as of
22 January 14, 2025, has been viewed over 58.3 million times.³⁴ While exclaiming that, at Charmin,
23 “we LOVE trees” P&G reiterates the following claims to consumers: “we protect forests by
24 using pulp certified by the Forest Stewardship Council”; “we regrow at least two trees for every
25 tree we use”; and “Charmin helps restore trees through the Arbor Day Foundation, so you can
26 enjoy the go, but forests remain forests.” As explained below, these claims are misleading.

27
28 ³⁴ <https://www.youtube.com/watch?v=9WARhjajugQ>

1 **G. P&G also touts its environmental messaging and enforcement promises to investors.**

2 58. P&G also touts its environmental messaging in its investor relations materials. For
 3 example, in its 2023 Citizenship Report, P&G states: “We are committed to responsible sourcing
 4 of key commodities like wood pulp, palm oil and paper packaging together with respecting
 5 human, labor and land tenure rights in our supply chains. We are also going beyond responsible
 6 sourcing to help restore and protect landscapes near our existing supply chains and invest in
 7 natural climate solutions that can remove and store more carbon.” Similarly, on the “Mapping
 8 Our Impact” and “Environment – Pulp” webpages on P&G’s investor relations website, P&G
 9 states that “[w]e are committed to no deforestation in our wood pulp, paper packaging, and palm
 10 supply chains and are delivering on our responsible sourcing goals.” And in P&G’s 2022
 11 Forestry Update, P&G stated that it was going to “hold[] our Suppliers to Higher Standards” by
 12 emphasizing that its “Wood Pulp Sourcing Policy does not allow deforestation or forest
 13 conversion.”

14 **H. P&G’s Greenwashing campaign and “Protect-Grow-Restore” promises are**
 15 **misleading because of the following misrepresentations and material omissions.**

16 **1. P&G’s “Protect” promise misleads consumers because P&G does not**
 17 **disclose that Charmin is sourced from harvests that rely on industrial**
 18 **logging practices such as clear cutting and burning of Canada’s boreal forest.**

19 59. Most of the wood pulp used by P&G to manufacture Charmin is sourced from
 20 Canada’s boreal forest—one of the last large primary forests on earth.



26 60. Primary forests are intact ecosystems, filled with centuries-old conifers and
 27 birches that have not been altered by human activity. Because of these unique characteristics,
 28

1 Canada's boreal forest provides refuge to a wide variety of wildlife, including keystone species
2 such as salmon, black bears, caribou, and snowshoe hares. The boreal is also critical to North
3 America's bird population, serving as the nesting grounds for more than three billion birds, from
4 songbirds to whooping cranes to the great gray owl. The boreal forest is also home to an
5 extensive range of mammals, insects, fungi and microorganisms.



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12 61. Primary forests are also responsible for storing around 30-40% of the earth's land-
13 based carbon. And the boreal forest in Canada is no exception. Because of their cold climate and
14 slow decomposition rates, boreal forests accumulate large amounts of carbon in their soil and
15 peat, making them one of the largest terrestrial carbon sinks on Earth. Indeed, the boreal forest
16 can store twice as much carbon per acre as the Amazon rainforest. Thus, changes in the quality
17 and biodiversity of the primary forests like Canada's boreal have significant impacts worldwide.

18 62. P&G understands the unique nature and role of the boreal forest. As such, P&G
19 consistently states that it is committed to no deforestation in its supply chain. But P&G's
20 harvesting practices result in the opposite from the plain meaning of the term deforestation that
21 would be understood by reasonable consumers. By relying on an extremely narrow technical
22 definition of "deforestation," P&G can skirt accountability for industrial practices such as clear
23 cutting and burning, like those pictured below, as long as the area does not permanently change
24 its land use designations. Below are some documented results of harvesting practices that are
25 consistent with P&G's "no deforestation" policy which are really deforestation as any reasonable
26 consumer would understand these practices and is certainly deforestation from the standpoint of
27 the animals and organisms living in the boreal forest.
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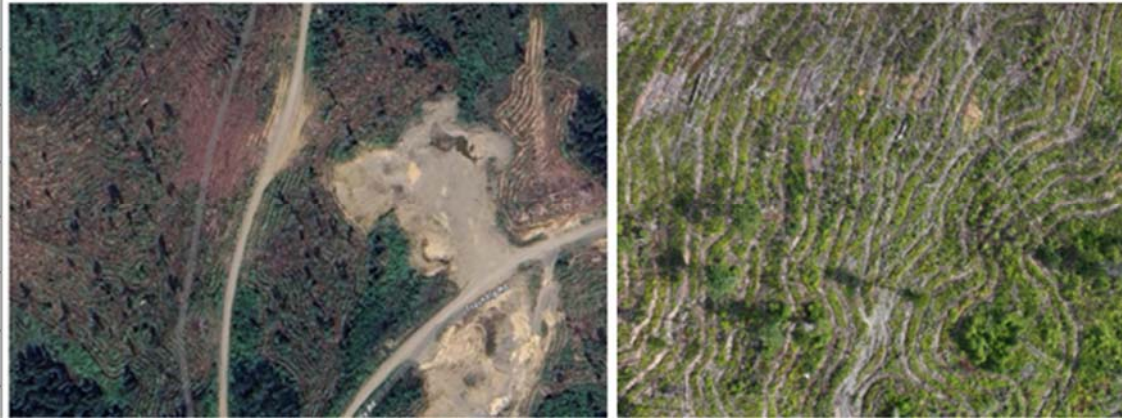
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2. P&G’s “Grow” and “Restore” promises are misleading because Charmin’s suppliers are systematically converting critically important old growth forests into environmentally devastating Frankenforests.

63. P&G’s “Protect-Grow-Restore” messaging about replanting 1-2 trees for every tree used in its products intentionally misleads consumers to believe that its Charmin suppliers are converting the specific boreal forest areas logged with replanting activities that mimic the intact ecosystem that was there before P&G’s harvesting occurred. But P&G fails to disclose that, in reality, its suppliers are replanting single-species conifers, evenly spaced, and with even ages. In other words, instead of a primary forest with an intact ecosystem, the boreal forest is being converted into monoculture tree crops or “plantations.” P&G’s suppliers also spray chemical herbicides like aerial glyphosate spray (a key ingredient in Monsanto’s Roundup product) to intentionally eliminate all growth other than just a handful of tree species most valuable for logging.³⁵ These Frankenforests degrade overall forest health, reduce biodiversity and alter the boreal forest’s unique structure. Moreover these Frankenforests have exponentially less carbon storage capability.

³⁵ <https://www.greenpeace.org/canada/en/story/49427/how-glyphosate-herbicide-is-used-to-poison-forests-and-what-you-can-do/>

1 64. Below are aerial photographs of a Charmin supplier’s replanting efforts in the
2 Waibigoon area in Northern Ontario after clearcutting the area several years ago. These
3 photographs are a far cry from the lush, dense, forests depicted by P&G as part of its “Grow” and
4 “Restore” promises. Even worse, this area has already been designated with a slash pile burn
5 plan in 2025, which means that this permanently destructive cycle will begin again. For these
6 reasons, Charmin’s commitment to “Keep Forests as Forests” is egregiously misleading.



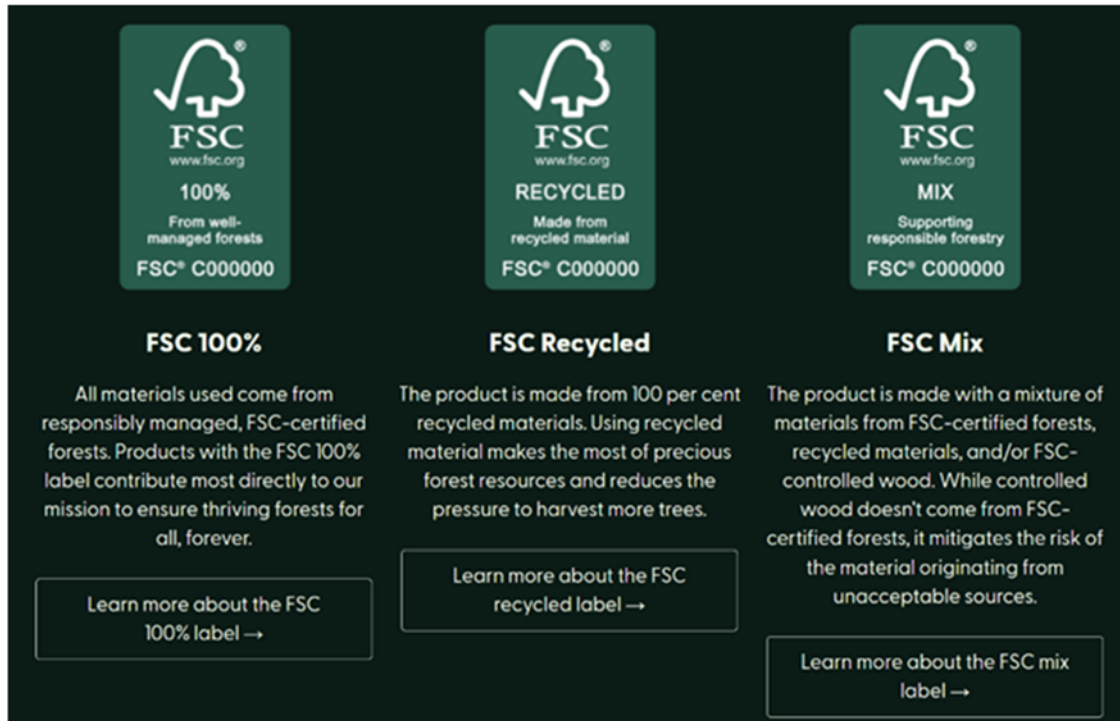
14 65. Also below is an example of some of the trees ostensibly replanted. For the
15 wildlife left behind after the clear-cutting activities, these saplings provide little use for years and
16 won’t provide the same biodiversity benefits for at least a few more decades (unless, of course,
17 Charmin suppliers decide to clear cut the area again).



3. **P&G also misleads consumers at point of sale with unauthorized and improper use of third-party logos.**

a. **P&G’s use of the FSC logo is misleading and erroneous.**

66. The FSC clearly explains that different FSC logos depict different levels of commitment to responsible forest management.



67. P&G consistently claims on its packaging, in its “Protect-Grow-Restore” videos, and on its Charmin Sustainability Promise website, that 100% of its wood pulp is sourced from FSC-certified forests. But P&G makes these claims on its packaging and consumer facing marketing materials while also acknowledging that “the availability of FSC-certified pulp [in Canada] is insufficient to meet the demands of our industry”³⁶ and as a result the Company has had to water down its FSC certification standards with two misleading approaches.

68. First, recently P&G began to rely on FSC CoC (chain of custody) and FSC CW (controlled wood) designations, instead of the FSC-certified forest designation. These designations refer to requirements around the tracking and segregation of FSC-certified and non-FSC material throughout a supply chain. As such, companies that rely on these designations should use the FSC “Mix” logo, above. Companies like P&G who primarily use FSC CoC and

³⁶ Forestry practices report, March 2021.

1 CW designations are prevented from using the “FSC 100%” logo in association with their
2 products (which denotes the product was manufactured with 100% FSC-certified virgin fiber
3 from FSC-certified forests).

4 69. Second, P&G also now relies on wood pulp certifications from the Sustainable
5 Forestry Initiative (“SFI”) and the Programme for the Endorsement of Forest Certification
6 (“PEFC”). But both these entities have been criticized as weak³⁷ and ineffective³⁸ at certifying
7 and enforcing responsible forest management practices. Nevertheless P&G still prominently
8 displays the FSC logo on the front of its Charmin Toilet Paper packaging, and claims that 100%
9 of its paper is FSC certified, with no qualifying language. The logos of the other organizations
10 are not included on the packaging.

11 70. As described in detail above, P&G continues to claim that 100% of its wood pulp
12 is FSC-certified, or comes from FSC-certified forests and continues to use the FSC logo on the
13 front of its packaging without any “Mix” qualifier language. Nor has P&G ever disclosed in any
14 consumer-facing materials that it relies on other certification providers besides FSC or that it
15 watered down its own FSC certifications. These misleading practices violate the FTC Green
16 Guides.

17 **b. P&G continues to misuse and mislead consumers regarding its**
18 **Rainforest Alliance claims.**

19 71. In 2016, P&G began sourcing pulp from Forest Stewardship forests certified by
20 the Rainforest Alliance and started featuring the “Rainforest Alliance Certified” seal on Charmin
21 packages. P&G continues to use the “Rainforest Alliance Certified” seal in reference to its
22 products on the Charmin Sustainability Promise website, even though this seal is obsolete.
23 According to the Rainforest Alliance, “Rainforest Alliance Certified” is a sustainability
24 certification program and its seal indicates that a product meets rigorous sustainability standards.

27 ³⁷ <https://www.greenpeace.org/southeastasia/press/591/greenpeace-ran-warn-of-forest-certification-greenwash/>

28 ³⁸ <https://www.greenpeace.org/canada/en/press-release/57244/competition-bureau-launches-investigation-into-greenwashing-complaint-against-north-americas-largest-forest-certification-scheme/>



72. In contrast, the “Rainforest Alliance Forest Allies” seal has no certification process, but is instead a community of practice that supports forest communities located in the tropics. It was launched in 2021, and P&G is one of two founding members of this program.



73. As explained above, P&G continues to use the Rainforest Alliance Certified seal on its Charmin Sustainability Promise website, in direct violation of the Rainforest Alliance policy.³⁹ And while P&G has altered its Charmin packaging to only include the “Forest Allies” seal, which makes no claims as to the product’s provenance or certification, it is practically identical to the previous seal and therefore highly likely to mislead consumers because the Forest Allies program does not conduct any activities in the boreal forests. These practices are misleading and violate the FTC Green Guides.

I. P&G’s Greenwashing campaign and the overall impression of environmental sustainability on the packaging of Charmin products misled reasonable consumers and violates the FTC Green Guides.

74. P&G’s “Keep Forests as Forests” campaign clearly violates several portions of the FTC Green Guides. For example, P&G continues to use the more well-known FSC certification logo and Rainforest Alliance certification logo on its Charmin Sustainability Promise Website, even though the Rainforest Alliance no longer certifies Charmin products and most of Charmin’s wood pulp is not sourced from FSC certified forests. P&G’s certification claims directly overstate the environmental attribute or benefit of using Charmin products and

³⁹ <https://www.rainforest-alliance.org/business/marketing-sustainability/using-our-logo-and-seal/>

1 therefore violates section 260.3(c) “Overstatement of environmental attribute” of the FTC Green
2 Guides. Similarly, by adopting substantially similar logos without qualification or disclosure
3 (such as the FSC logo compared to the FSC mix logo and the Rainforest Allies Certification logo
4 compared to the Rainforest Alliance Forest Allies Logo and including the FSC logo on the front
5 of Charmin packaging) P&G violates section 260.3(a) “Qualifications and disclosures” as well as
6 section 260.6 “Certifications and Seals of Approval” of the FTC Green Guides.

7 75. Next, P&G’s claim to regrow two trees for every one it uses is virtually
8 impossible to verify given the information the company has shared with investors. Nowhere does
9 the company share how it verifies the trees are regrown, where they are regrown, and how long
10 they monitor the trees to ensure they do, in fact, grow and reach maturity. As such, P&G violates
11 section 260.2 “Interpretation and Substantiation of Environmental Marketing Claims” of the FTC
12 Green Guides, which requires markets to provide scientific evidence to justify its claims.

13 76. Additionally Charmin’s Sustainability Promise website—which prominently
14 features the environmental benefits of old-growth forests, along with a consistent depiction of
15 lush dense forests, and in addition to text that uses the phrases like “Keep Forests as Forests” and
16 “Protect-Grow-Restore” (including on the back of Charmin packaging) and “for every tree used
17 we are replacing two in its place”—likely conveys that P&G is replacing trees in a manner that
18 preserves the same level of biodiversity in the same location where the old-growth forests were
19 harvested. This in turn helps to convey that Charmin’s supply chain has no lasting negative
20 environmental impact. Because it is highly unlikely that P&G can substantiate these claims using
21 scientific evidence, the “Protect-Grow-Restore” and Charmin Sustainability Promise Website is
22 substantially similar to Example 3 and therefore P&G violates section 260.4 “General
23 Environmental Benefit Claims” of the FTC Green Guides. And because these representations are
24 negligible claims at best when compared to the devastating clear cutting, burning, and
25 Frankenforest practices condoned by P&G, the “Protect-Grow-Restore” claim and Charmin
26 Sustainability Promise website is substantially similar to Example 1, and therefore P&G also
27 violates section 260.3(c) “Overstatement of environmental attribute” of the FTC Green Guides.
28

1 **J. P&G has repeatedly promised to fulfill its promises, or to stop making misleading**
2 **claims, but has failed to do so.**

3 77. There have been several instances where P&G has had to confront its deceptive,
4 unfair, and environmentally devastating practices. For example, in October 2019, after giving
5 Charmin Toilet Paper an “F” for its environmental impact in its annual toilet paper sustainability
6 report, the National Resources Defense Council (“NRDC”) protested a P&G shareholder meeting
7 to urge the company to stop sourcing its wood pulp from Canada’s boreal forest and instead
8 increase its reliance on recycled fibers. Then in 2020, 67% of P&G shareholders voted in favor
9 of a resolution put forward by Green Century Equity Fund that called on the company to report
10 on how and whether it can eliminate deforestation and intact forest degradation. This vote was all
11 the more stunning as P&G’s Board of Directors had recommended that shareholders oppose it.

12 78. In 2022, the NRDC filed a complaint with the Securities and Exchange
13 Commission (“SEC”) claiming that P&G’s claims that the company prohibited forest
14 degradation in its supply chains was materially misleading to investors. In response, P&G simply
15 removed the statement regarding prohibition of forest degradation in its pulp supply chain from
16 its Forest Commodities Policy.

17 79. And then in 2023, even the descendants of the founders of P&G urged their
18 fellow shareholders to vote against current members of the board of directors, due to the
19 company’s failure to address unsustainable sourcing of wood pulp and palm oil from climate-
20 critical forests in the Canadian boreal and southeast Asia. In their September 8, 2023, letter to
21 shareholders, which was filed with the SEC, the descendants wrote that even in response to the
22 2020 Green Century resolution and NRDC’s SEC complaint, “the company has delivered weak
23 and internally inconsistent policy and issued statements that obfuscate the continued risk
24 associated with its procurement of forest commodities, leaving the company’s actions to address
25 forest risk incoherent and inadequate.” Moreover, the P&G descendants concluded that due to
26 P&G actions: “we are deeply concerned that P&G is not effectively communicating a coherent
27 policy regarding the highly material risks caused by supply chain deforestation and forest
28

1 degradation, and therefore regarding the capability of P&G’s board to effectively manage risk
2 and shareholder concerns.”

3 80. Nevertheless, P&G continues to dismiss its shareholders’ concerns and ignore
4 major environmental issues in its supply chains. For example, P&G still lacks non-compliance
5 protocols that transparently articulate what thresholds and metrics it will use to measure
6 compliance and non-compliance with its policies; what supplier actions would trigger supplier
7 suspension or exclusion from the company’s supply chain; and what steps a supplier would need
8 to take to re-enter the company’s supply chain.

9 **K. P&G’s competitors demonstrate that more sustainable practices are possible.**

10 81. P&G is ceding competitive advantage to its peers for its failure to meet its no-
11 deforestation commitment and continued use of 100% virgin forest fiber in its tissue products.
12 For example, P&G’s competitor Kimberly-Clark has committed to halving its sourcing from
13 natural forests by 2025. P&G was also rated below its peers by both Forest 500 and CDP
14 Forest in terms of the strength of its commitments, reporting, and implementation in ensuring
15 deforestation-free supply chains. Kimberly-Clark has also purchased a higher percentage of FSC-
16 certified fiber (i.e., not including Controlled Wood) than P&G in each of the last three years.

17 82. P&G also incorporates zero recycled materials into the manufacturing of
18 Charmin, which is in significant contrast with other major toilet paper manufacturers such as
19 Whole Foods 365, Trader Joe’s, and Seventh Generation.

20 83. NRDC released *The Issue with Tissue* Sixth Edition scorecard in 2024, which
21 shows movement among the industry’s biggest players toward greater sustainability. Still,
22 Procter & Gamble (P&G) remains stuck in the past, rejecting demands from consumers and
23 shareholders alike to end its almost exclusive use of forest fiber for Charmin and its other
24 flagship tissue brands. P&G remains the only one of the three largest U.S. toilet paper producers
25 to earn F grades for its Charmin toilet paper across all six editions of NRDC’s scorecard.



V. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery rule tolling

84. Class members had no way of knowing about P&G’s deception with respect to the environmental sustainability of the Charmin Toilet Paper supply chain. To be sure, P&G continues to this day to make the same claims that it “Protect-Grow-Restore” the trees in the boreal forest, and that the pulp it purchases is sustainably sourced, all while actively promoting their obsolete and misleading sustainability credentials on the packing itself.

85. Within the period of any applicable statutes of limitation, Plaintiffs and members of the proposed classes could not have discovered through the exercise of reasonable diligence that P&G was concealing the conduct complained of herein and was misrepresenting the Company’s true position with respect to the environmental stewardship of its Charmin Toilet Paper supply chain.

86. Plaintiffs and the other Class members did not discover, and did not know of facts that would have caused a reasonable person to suspect, that P&G did not report information

1 within its knowledge to federal and state authorities or consumers; nor would a reasonable and
2 diligent investigation have disclosed this information, which was discovered by Plaintiffs only
3 shortly before this action was filed. Nor in any event would such an investigation on the part of
4 Plaintiffs and other Class members have disclosed that P&G valued profits over truthful
5 marketing and compliance with law.

6 87. For these reasons, all applicable statutes of limitation have been tolled by
7 operation of the discovery rule with respect to claims alleged herein.

8 **B. Fraudulent Concealment Tolling**

9 88. All applicable statutes of limitation have also been tolled by P&G’s knowing and
10 active fraudulent concealment, omissions, and suppressions and denial of the facts alleged herein
11 throughout the period relevant to this action.

12 89. Instead of disclosing the environmentally devastating Charmin Toilet Paper
13 supply chain, or that the quality and quantity of replanted forests was far worse than represented,
14 P&G chose instead to tout its environmental bona fides via its websites and the packaging used
15 for Charmin Toilet Paper.

16 **C. Estoppel**

17 90. After consistently touting its environmental stewardship, P&G was under a
18 continuous duty to disclose to Plaintiffs and the other Class members the true character, quality,
19 and nature of the harvesting and replanting efforts within the Charmin Toilet Paper supply chain.

20 91. P&G knowingly, affirmatively, and actively concealed, omitted, or suppressed, or
21 recklessly disregarded the true character, quality, and nature of the harvesting and replanting
22 efforts within the Charmin Toilet Paper supply chain.

23 92. Based on the foregoing, P&G is estopped from relying on any statutes of
24 limitations in defense of this action.

VI. CLASS ALLEGATIONS

93. Plaintiffs bring this action on behalf of themselves and as a class action pursuant to the provisions of Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following classes:⁴⁰

Washington Class

All persons who purchased Charmin Toilet Paper between January 16, 2021, and January 16, 2025, in the state of Washington.

California Class

All persons who purchased Charmin Toilet Paper between January 16, 2021, and January 16, 2025, in the state of California.

Illinois Class

All persons who purchased Charmin Toilet Paper between January 16, 2021, and January 16, 2025, in the state of Illinois.

Massachusetts Class

All persons who purchased Charmin Toilet Paper between January 16, 2021, and January 16, 2025, in the state of Massachusetts.

Multistate Class One

All persons who purchased Charmin Toilet Paper between January 16, 2021, and January 16, 2025, in the states of Alabama, Florida, Indiana, Maine, Maryland, Michigan, Minnesota, New Mexico, New York, and Pennsylvania.

Multistate Class Two

All persons who purchased Charmin Toilet Paper between January 16, 2021, and January 16, 2025, in the states of Alaska, Arizona, Connecticut, Idaho, Georgia, Montana, New Hampshire, Ohio, South Carolina, Utah, Vermont Texas, Tennessee, West Virginia, and the District of Columbia.

94. Excluded from the Class are P&G and its subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge to whom this case is assigned and his/her immediate family. Plaintiffs reserve the right to revise the Class definition based upon information learned through discovery.

⁴⁰ Collectively, the "Class," unless otherwise noted.

1 95. Certification of Plaintiffs' claims for classwide treatment is appropriate because
2 Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence as
3 would be used to prove those elements in individual actions alleging the same claims.

4 96. This action has been brought and may be properly maintained on behalf of each of
5 the Classes proposed herein under Federal Rule of Civil Procedure 23.

6 97. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Class
7 are so numerous and geographically dispersed that individual joinder of all Class members is
8 impracticable. While Plaintiffs are informed and believe that annual sales of Charmin toilet paper
9 are estimated to be \$1 billion and that P&G spends around \$119 million each year in advertising
10 for the Charmin brand in the United States. Class members may be notified of the pendency of
11 this action by recognized, Court-approved notice dissemination methods, which may include
12 U.S. Mail, email, text messages, social media, Internet postings, and/or published notice.

13 98. Commonality and Predominance. Federal Rule of Civil Procedure 23(a)(2) and
14 23(b)(3): This action involves common questions of law and fact, which predominate over any
15 questions affecting individual Class members, including, without limitation:

- 16 a) Whether P&G engaged in the conduct alleged herein;
- 17 b) Whether P&G designed, advertised, marketed, distributed, sold, or otherwise
18 placed Charmin Toilet Paper into the stream of commerce in the United States;
- 19 c) Whether P&G sources its Charmin Toilet Paper from the boreal forest in Canada;
- 20 d) Whether P&G made specific claims to consumers of environmental stewardship
21 regarding the supply chain for Charmin Toilet Paper;
- 22 e) Whether P&G knew about the highly destructive industrial logging practices
23 taking place in its supply chain for Charmin Toilet Paper and, if so, how long P&G has known of
24 the issue;
- 25 f) Whether P&G knew that replanting efforts in the boreal forest are mainly for
26 future harvesting purposes and do not recreate the same level of biodiversity and carbon capture
27 capability characteristic of the trees previously harvested and, if so, how long P&G has known of
28 the issue;

1 g) Whether P&G's conduct violates consumer protection statutes, the common law
2 of fraudulent concealment, and other laws as asserted herein;

3 h) Whether P&G knew or should have known of the industrial logging and
4 replanting issues inherent in the Charmin Toilet Paper supply chain;

5 i) Whether Plaintiffs and the other Class members overpaid for their Charmin Toilet
6 Paper as a result of the fraud alleged herein;

7 j) Whether Plaintiffs and the other Class members are entitled to equitable relief;
8 and

9 k) Whether Plaintiffs and the other Class members are entitled to damages and other
10 monetary relief and, if so, in what amount.

11 99. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical
12 of the other Class members' claims because, among other things, all Class members were
13 comparably injured through P&G's wrongful conduct as described above.

14 100. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate Class
15 representatives because their interests do not conflict with the interests of the other members of
16 the Classes each respectively seeks to represent; Plaintiffs have retained counsel competent and
17 experienced in complex class action litigation; and Plaintiffs intend to prosecute this action
18 vigorously. The Class's interests will be fairly and adequately protected by Plaintiffs and their
19 counsel.

20 101. Declaratory and Injunctive Relief. Federal Rule of Civil Procedure 23(b)(2): P&G
21 has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of
22 the Class, thereby making appropriate final injunctive relief and declaratory relief, as described
23 below, with respect to the Class as a whole.

24 102. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is superior to
25 any other available means for the fair and efficient adjudication of this controversy and no
26 unusual difficulties are likely to be encountered in the management of this class action. The
27 damages or other financial detriment suffered by Plaintiffs and the other Class members are
28 relatively small compared to the burden and expense that would be required to individually

1 litigate their claims against P&G, so it would be impracticable for Class members to individually
2 seek redress for P&G’s wrongful conduct. Even if Class members could afford individual
3 litigation, the court system could not. Individualized litigation creates a potential for inconsistent
4 or contradictory judgments, and increases the delay and expense to all parties and the court
5 system. By contrast, the class action device presents far fewer management difficulties and
6 provides the benefits of single adjudication, economy of scale, and comprehensive supervision
7 by a single court.

8 **VII. CLAIMS FOR RELIEF**

9 **A. Claims brought on behalf of the Washington Class**

10 **COUNT I**
11 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**
12 **(WASH. REV. CODE ANN. § 19.86.010, *ET SEQ.*)**

13 103. Plaintiff Melissa Lowry (“Plaintiff” for purposes of all Washington Class Counts)
14 incorporates by reference all preceding allegations as though fully set forth herein.

15 104. Plaintiff brings this Count on behalf of the Washington Class.

16 105. The Washington Consumer Protection Act (“Washington CPA”) broadly prohibits
17 “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any
18 trade or commerce.” Wash. Rev. Code Ann. § 19.96.010.

19 106. P&G committed the acts complained of herein in the course of “trade” or
20 “commerce” within the meaning of Wash. Rev. Code Ann. § 19.96.010.

21 107. P&G deceptive practices, as alleged herein, are injurious to the public interest as
22 it has the capacity to injure other persons.

23 108. P&G has violated portions of section 260 of the FTC Green Guides, which have
24 been incorporated into RCWA 70A.455.020 and RCWA 19.86.920.

25 109. P&G is liable to Plaintiff for damages in amounts to be proven at trial, including
26 attorneys’ fees, costs, and treble damages, as well as any other remedies the Court may deem
27 appropriate under Wash. Rev. Code Ann. § 19.86.090.
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**COUNT II
FRAUDULENT CONCEALMENT
(BASED ON WASHINGTON LAW)**

110. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

111. Plaintiff brings this Count on behalf of the Washington Class.

112. P&G intentionally concealed and suppressed material facts regarding its Charmin Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically converting critically important old-growth forests into environmentally devastating Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and (iv) the Rainforest Alliance continues to provide certification to Charmin products.

113. P&G voluntarily represented that its Charmin Toilet Paper was environmentally sustainable and therefore is required to make a full and fair disclosure under Washington law. P&G therefore had a duty to disclose the material facts as additional information in order to make its Charmin Sustainability Promise website (as well as P&G's other environmental claims including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these representations were false when made.

114. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and the other Washington Class members to make their Charmin purchases. Plaintiffs were unaware of these material facts, and had P&G communicated these material facts to consumers, Plaintiffs and the other Washington Class members would not have purchased Charmin products, or would not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other Washington Class members have suffered injury in fact, including lost money or property, as a result of P&G's misrepresentations and omissions.

115. Accordingly, P&G is liable to Plaintiffs and the other Washington Class members for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

1 116. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
2 intent to defraud, and in reckless disregard of Plaintiff's and other Washington Class members'
3 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
4 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
5 future, which amount is to be determined according to proof.

6 **B. Claims brought on behalf of the Alabama Class**

7 **COUNT III**
8 **FRAUDULENT CONCEALMENT**
9 **(BASED ON ALABAMA LAW)**

10 117. Plaintiffs incorporate by reference all preceding allegations as though fully set
11 forth herein.

12 118. Plaintiffs bring this Count on behalf of the Alabama Class.

13 119. P&G intentionally concealed and suppressed material facts regarding its Charmin
14 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
15 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
16 converting critically important old-growth forests into environmentally devastating
17 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
18 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

19 120. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
20 sustainable and therefore is required to make a full and fair disclosure under Alabama law. P&G
21 therefore had a duty to disclose the material facts as additional information in order to make its
22 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
23 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
24 representations were false when made.

25 121. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
26 the other Alabama Class members to make their Charmin purchases. Plaintiffs were unaware of
27 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
28 and the other Alabama Class members would not have purchased Charmin products, or would
not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the

1 other Alabama Class members have suffered injury in fact, including lost money or property, as
2 a result of P&G's misrepresentations and omissions.

3 122. Accordingly, P&G is liable to Plaintiffs and the other Alabama Class members for
4 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
5 damages, restitution and/or diminution of value.

6 123. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
7 intent to defraud, and in reckless disregard of Plaintiffs' and other Alabama Class members'
8 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
9 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
10 future, which amount is to be determined according to proof.

11 **C. Claims brought on behalf of the Alaska Class**

12 **COUNT IV**
13 **FRAUDULENT CONCEALMENT**
14 **(BASED ON ALASKA LAW)**

15 124. Plaintiffs incorporate by reference all preceding allegations as though fully set
16 forth herein.

17 125. Plaintiffs bring this Count on behalf of the Alaska Class.

18 126. P&G intentionally concealed and suppressed material facts regarding its Charmin
19 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
20 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
21 converting critically important old-growth forests into environmentally devastating
22 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
23 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

24 127. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
25 sustainable and therefore is required to make a full and fair disclosure under Alaska law. P&G
26 therefore had a duty to disclose the material facts as additional information in order to make its
27 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
28 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
representations were false when made.

1 128. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
 2 the other Alaska Class members to make their Charmin purchases. Plaintiffs were unaware of
 3 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
 4 and the other Alaska Class members would not have purchased Charmin products, or would not
 5 have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other
 6 Alaska Class members have suffered injury in fact, including lost money or property, as a result
 7 of P&G's misrepresentations and omissions.

8 129. Accordingly, P&G is liable to Plaintiffs and the other Alaska Class members for
 9 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
 10 damages, restitution and/or diminution of value.

11 130. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
 12 intent to defraud, and in reckless disregard of Plaintiffs' and other Alaska Class members' rights
 13 and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
 14 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
 15 future, which amount is to be determined according to proof.

16 **D. Claims brought on behalf of the Arizona Class**

17 **COUNT V**
 18 **VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT**
 19 **(ARIZONA REV. STAT. § 44-1521, *et seq.*)**

20 131. Plaintiffs hereby incorporate by reference the allegations contained in the
 21 preceding paragraphs of this complaint.

22 132. This claim is brought by Plaintiffs on behalf of the Arizona Class.

23 133. The Arizona Consumer Fraud Act (Arizona CFA) provides that "[t]he act, use or
 24 employment by any person of any deception, deceptive act or practice, fraud . . . ,
 25 misrepresentation, or concealment, suppression or omission of any material fact with intent that
 26 others rely upon such concealment, suppression or omission, in connection with the sale . . . of
 27 any merchandise whether or not any person has in fact been misled, deceived or damaged
 28 thereby, is declared to be an unlawful practice." Ariz. Rev. Stat. § 44-1522(A).

1 134. Defendants, Plaintiffs, and Arizona Class members are “persons” within the
2 meaning of the Arizona CFA, Ariz. Rev. Stat. § 44-1521(6).

3 135. The Charmin Toilet Paper at issue is “merchandise” within the meaning of Ariz.
4 Rev. Stat. § 44-1521(5).

5 136. Defendant’s conduct, as set forth above, occurred in the conduct of trade or
6 commerce.

7 137. Pursuant to the Arizona CFA, Plaintiffs seek monetary relief against Defendant in
8 an amount to be determined at trial. Plaintiffs also seek punitive damages because Defendant
9 engaged in aggravated and outrageous conduct with an evil mind.

10 138. Plaintiffs also seek an order enjoining each Defendant’s unfair, unlawful, and/or
11 deceptive practices, attorneys’ fees, and any other just and proper relief available under the
12 Arizona CFA.

13 **COUNT VI**
14 **FRAUDULENT CONCEALMENT**
15 **(BASED ON ARIZONA LAW)**

16 139. Plaintiffs incorporate by reference all preceding allegations as though fully set
17 forth herein.

18 140. Plaintiffs bring this Count on behalf of the Arizona Class.

19 141. P&G intentionally concealed and suppressed material facts regarding its Charmin
20 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
21 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
22 converting critically important old-growth forests into environmentally devastating
23 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
24 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

25 142. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
26 sustainable and therefore is required to make a full and fair disclosure under Arizona law. P&G
27 therefore had a duty to disclose the material facts as additional information in order to make its
28 Charmin Sustainability Promise website (as well as P&G’s other environmental claims including

1 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
2 representations were false when made.

3 143. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
4 the other Arizona Class members to make their Charmin purchases. Plaintiffs were unaware of
5 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
6 and the other Arizona Class members would not have purchased Charmin products, or would not
7 have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other
8 Arizona Class members have suffered injury in fact, including lost money or property, as a result
9 of P&G's misrepresentations and omissions.

10 144. Accordingly, P&G is liable to Plaintiffs and the other Arizona Class members for
11 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
12 damages, restitution and/or diminution of value.

13 145. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
14 intent to defraud, and in reckless disregard of Plaintiffs' and other Arizona Class members'
15 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
16 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
17 future, which amount is to be determined according to proof.

18 **E. Claims brought on behalf of the California Class**

19 **COUNT VII**
20 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
21 **(CAL. BUS. & PROF. CODE § 17200, ET SEQ.)**

22 146. Plaintiffs incorporate by reference all preceding allegations as though fully set
23 forth herein.

24 147. Plaintiffs bring this Count on behalf of the California Class.

25 148. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200,
26 *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent
27 business act or practice and unfair, deceptive, untrue or misleading advertising."

28 149. P&G's conduct, as described herein, was and is in violation of the UCL in at least
the following ways:

- 1 i. By knowingly and intentionally concealing from Plaintiffs and the other
2 California Class members that (i) Charmin sources its wood pulp via
3 industrial logging practices such as clear cutting and burning; (ii) Charmin
4 suppliers are systematically converting critically important old-growth
5 forests into environmentally devastating Frankenforests; (iii) only a
6 fraction of its wood pulp is sourced from FSC certified forests; and (iv)
7 the Rainforest Alliance continues to provide certification to Charmin
8 products, while obtaining money from Plaintiffs and California Class
9 members;
- 10 ii. By marketing Charmin as an environmentally sustainable product;
- 11 iii. By violating federal guidance, such as the FTC Green Guides; and
- 12 vi. By violating other California laws, including Cal. Civ. Code §§ 1709,
13 1710, and 1750, *et seq.*, and Cal. Com. Code § 2313.

14 150. P&G’s omissions and/or misrepresentations alleged herein caused Plaintiffs and
15 the other California Class members to make their Charmin purchases. Absent those omissions
16 and/or misrepresentations, Plaintiffs and the other California Class members would not have
17 purchased Charmin products, or would not have purchased Charmin products at the prices they
18 paid. Accordingly, Plaintiffs and the other California Class members have suffered injury in fact,
19 including lost money or property, as a result of P&G’s misrepresentations and omissions.

20 151. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent acts or
21 practices by P&G under Cal. Bus. & Prof. Code § 17200.

22 152. Plaintiffs request that this Court enter such orders or judgments as may be
23 necessary to enjoin P&G from continuing its unfair, unlawful, and/or deceptive practices and to
24 restore to Plaintiffs and members of the California Class any money it acquired by unfair
25 competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. &
26 Prof. Code § 17203 and Cal. Civ. Code § 3345; and for such other relief set forth below.

27 **COUNT VIII**
FRAUDULENT CONCEALMENT
(BASED ON CALIFORNIA LAW)

28 153. Plaintiffs incorporate by reference all preceding allegations as though fully set
forth herein.

154. Plaintiffs bring this Count on behalf of the California Class.

1 155. P&G intentionally concealed and suppressed material facts regarding its Charmin
2 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
3 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
4 converting critically important old-growth forests into environmentally devastating
5 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
6 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

7 156. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
8 sustainable and therefore is required to make a full and fair disclosure under California law. P&G
9 therefore had a duty to disclose the material facts as additional information in order to make its
10 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
11 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
12 representations were false when made.

13 157. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
14 the other California Class members to make their Charmin purchases. Plaintiffs were unaware of
15 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
16 and the other California Class members would not have purchased Charmin products, or would
17 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
18 other California Class members have suffered injury in fact, including lost money or property, as
19 a result of P&G's misrepresentations and omissions.

20 158. Accordingly, P&G is liable to Plaintiffs and the other California Class members
21 for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-
22 bargain damages, restitution and/or diminution of value.

23 159. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
24 intent to defraud, and in reckless disregard of Plaintiffs' and other California Class members'
25 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
26 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
27 future, which amount is to be determined according to proof.

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F. Claims brought on behalf of the Connecticut Class

**COUNT IX
VIOLATION OF THE CONNECTICUT UNFAIR
TRADE PRACTICES ACT
(Conn. Gen. Stat. § 42-110A, *ET SEQ.*)**

160. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

161. This claim is brought by Plaintiffs on behalf of the Connecticut Class.

162. The Connecticut Unfair Trade Practices Act (Connecticut UTPA) provides: “No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b(a).

163. Defendant is a “person” within the meaning of Conn. Gen. Stat. § 42-110a(3).

164. Defendant’s challenged conduct occurred in “trade” or “commerce” within the meaning of Conn. Gen. Stat. § 42-110a(4).

165. Plaintiffs and Connecticut Class members are entitled to recover their actual damages, punitive damages, and attorneys’ fees pursuant to Conn. Gen. Stat. § 42-110g.

166. Defendant’s acted with reckless indifference to another’s rights, or wanton or intentional violation of another’s rights and otherwise engaged in conduct amounting to a particularly aggravated, deliberate disregard for the rights and safety of others. Therefore, punitive damages are warranted.

**COUNT X
FRAUDULENT CONCEALMENT
(BASED ON CONNECTICUT LAW)**

167. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

168. Plaintiffs bring this Count on behalf of the Connecticut Class.

169. P&G intentionally concealed and suppressed material facts regarding its Charmin Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically converting critically important old-growth forests into environmentally devastating

1 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
2 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

3 170. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
4 sustainable and therefore is required to make a full and fair disclosure under Connecticut law.
5 P&G therefore had a duty to disclose the material facts as additional information in order to
6 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
7 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
8 representations were false when made.

9 171. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
10 the other Connecticut Class members to make their Charmin purchases. Plaintiffs were unaware
11 of these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
12 and the other Connecticut Class members would not have purchased Charmin products, or would
13 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
14 other Connecticut Class members have suffered injury in fact, including lost money or property,
15 as a result of P&G's misrepresentations and omissions.

16 172. Accordingly, P&G is liable to Plaintiffs and the other Connecticut Class members
17 for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-
18 bargain damages, restitution and/or diminution of value.

19 173. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
20 intent to defraud, and in reckless disregard of Plaintiffs' and other Connecticut Class members'
21 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
22 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
23 future, which amount is to be determined according to proof.

24 **G. Claims brought on behalf of the District of Columbia ("DC")**

25 **COUNT XI**
26 **FRAUDULENT CONCEALMENT**
27 **(BASED ON DC LAW)**

28 174. Plaintiffs incorporate by reference all preceding allegations as though fully set
forth herein.

1 175. Plaintiffs bring this Count on behalf of the DC Class.

2 176. P&G intentionally concealed and suppressed material facts regarding its Charmin
3 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
4 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
5 converting critically important old-growth forests into environmentally devastating
6 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
7 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

8 177. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
9 sustainable and therefore is required to make a full and fair disclosure under District of Columbia
10 law. P&G therefore had a duty to disclose the material facts as additional information in order to
11 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
12 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
13 representations were false when made.

14 178. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
15 the other DC Class members to make their Charmin purchases. Plaintiffs were unaware of these
16 material facts, and had P&G communicated these material facts to consumers, Plaintiffs and the
17 other DC Class members would not have purchased Charmin products, or would not have
18 purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other DC
19 Class members have suffered injury in fact, including lost money or property, as a result of
20 P&G's misrepresentations and omissions.

21 179. Accordingly, P&G is liable to Plaintiffs and the other DC Class members for
22 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
23 damages, restitution and/or diminution of value.

24 180. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
25 intent to defraud, and in reckless disregard of Plaintiffs' and other DC Class members' rights and
26 the representations that P&G made to them, in order to enrich P&G. P&G's conduct warrants an
27 assessment of punitive damages in an amount sufficient to deter such conduct in the future,
28 which amount is to be determined according to proof.

1 **H. Claims brought on behalf of the Florida Class**

2 **COUNT XII**
3 **FRAUDULENT CONCEALMENT**
4 **(BASED ON FLORIDA LAW)**

5 181. Plaintiffs incorporate by reference all preceding allegations as though fully set
6 forth herein.

7 182. Plaintiffs bring this Count on behalf of the Florida Class.

8 183. P&G intentionally concealed and suppressed material facts regarding its Charmin
9 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
10 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
11 converting critically important old-growth forests into environmentally devastating
12 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
13 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

14 184. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
15 sustainable and therefore is required to make a full and fair disclosure under Washington law.
16 P&G therefore had a duty to disclose the material facts as additional information in order to
17 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
18 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
19 representations were false when made.

20 185. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
21 the other Florida Class members to make their Charmin purchases. Plaintiffs were unaware of
22 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
23 and the other Florida Class members would not have purchased Charmin products, or would not
24 have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other
25 Florida Class members have suffered injury in fact, including lost money or property, as a result
26 of P&G's misrepresentations and omissions.

27 186. Accordingly, P&G is liable to Plaintiffs and the other Florida Class members for
28 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
damages, restitution and/or diminution of value.

1 187. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
2 intent to defraud, and in reckless disregard of Plaintiffs' and other Florida Class members' rights
3 and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
4 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
5 future, which amount is to be determined according to proof.

6 **I. Claims brought on behalf of the Georgia Class**

7 **COUNT XIII**
8 **FRAUDULENT CONCEALMENT**
9 **(BASED ON GEORGIA LAW)**

10 188. Plaintiffs incorporate by reference all preceding allegations as though fully set
11 forth herein.

12 189. Plaintiffs bring this Count on behalf of the Georgia Class.

13 190. P&G intentionally concealed and suppressed material facts regarding its Charmin
14 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
15 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
16 converting critically important old-growth forests into environmentally devastating
17 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
18 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

19 191. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
20 sustainable and therefore is required to make a full and fair disclosure under Georgia law. P&G
21 therefore had a duty to disclose the material facts as additional information in order to make its
22 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
23 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
24 representations were false when made.

25 192. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
26 the other Georgia Class members to make their Charmin purchases. Plaintiffs were unaware of
27 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
28 and the other Georgia Class members would not have purchased Charmin products, or would not
have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other

1 Georgia Class members have suffered injury in fact, including lost money or property, as a result
2 of P&G’s misrepresentations and omissions.

3 193. Accordingly, P&G is liable to Plaintiffs and the other Georgia Class members for
4 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
5 damages, restitution and/or diminution of value.

6 194. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
7 intent to defraud, and in reckless disregard of Plaintiffs’ and other Georgia Class members’
8 rights and the representations that P&G made to them, in order to enrich P&G. P&G’s conduct
9 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
10 future, which amount is to be determined according to proof.

11 **J. Claims brought on behalf of the Idaho Class**

12 **COUNT XIV**
13 **VIOLATION OF THE IDAHO CONSUMER PROTECTION ACT**
14 **(IDAHO CODE ANN. § 48-601, ET SEQ.)**

15 195. Plaintiffs hereby incorporate by reference the allegations contained in the
16 preceding paragraphs of this complaint.

17 196. This claim is brought by Plaintiffs on behalf of the Idaho Class.

18 197. The Idaho Consumer Protection Act (Idaho CPA) prohibits deceptive business
19 practices, including, but not limited to, “(11) [m]aking false or misleading statements of fact
20 concerning the reasons for, existence of, or amounts of price reductions;” “(17) [e]ngaging in any
21 act or practice which is otherwise misleading, false, or deceptive to the consumer;” or
22 “(18) engaging in any unconscionable method, act or practice in the conduct of trade or
23 commerce,” Idaho Code Ann. § 48-603.

24 198. Defendant is a “person” under Idaho Code Ann. § 48-602(1).

25 199. Defendant’s acts or practices as set forth above occurred in the conduct of “trade”
26 or “commerce” under Idaho Code Ann. § 48-602(2).

27 200. Pursuant to Idaho Code § 48-608, Plaintiffs seek monetary relief against
28 Defendant measured as the greater of (a) actual damages in an amount to be determined at trial
and (b) statutory damages in the amount of \$1000 for each plaintiff.

1 201. Plaintiffs also seek an order enjoining Defendant’s unfair, unlawful, and/or
2 deceptive practices, attorneys’ fees, and any other just and proper relief available under the Idaho
3 CPA.

4 202. Plaintiffs also seek punitive damages against Defendant because Defendant’s
5 conduct evidences an extreme deviation from reasonable standards. Defendant flagrantly,
6 maliciously, and fraudulently misrepresented the environmental sustainability of Charmin Toilet
7 Paper and concealed facts that only it knew. Defendant’s unlawful conduct constitutes malice,
8 oppression and fraud warranting punitive damages.

9
10 **COUNT XV**
11 **FRAUDULENT CONCEALMENT**
12 **(BASED ON IDAHO LAW)**

13 203. Plaintiffs incorporate by reference all preceding allegations as though fully set
14 forth herein.

15 204. Plaintiffs bring this Count on behalf of the Idaho Class.

16 205. P&G intentionally concealed and suppressed material facts regarding its Charmin
17 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
18 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
19 converting critically important old-growth forests into environmentally devastating
20 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
21 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

22 206. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
23 sustainable and therefore is required to make a full and fair disclosure under Washington law.
24 P&G therefore had a duty to disclose the material facts as additional information in order to
25 make its Charmin Sustainability Promise website (as well as P&G’s other environmental claims
26 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
27 representations were false when made.

28 207. P&G’s omissions and/or misrepresentations alleged herein caused Plaintiffs and
the other Idaho Class members to make their Charmin purchases. Plaintiffs were unaware of

1 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
2 and the other Idaho Class members would not have purchased Charmin products, or would not
3 have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other
4 Idaho Class members have suffered injury in fact, including lost money or property, as a result of
5 P&G’s misrepresentations and omissions.

6 208. Accordingly, P&G is liable to Plaintiffs and the other Idaho Class members for
7 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
8 damages, restitution and/or diminution of value.

9 209. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
10 intent to defraud, and in reckless disregard of Plaintiffs’ and other Idaho Class members’ rights
11 and the representations that P&G made to them, in order to enrich P&G. P&G’s conduct
12 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
13 future, which amount is to be determined according to proof.

14 **K. Claims brought on behalf of the Illinois Class**

15 **COUNT XVI**
16 **VIOLATION OF THE ILLINOIS CONSUMER FRAUD**
17 **AND DECEPTIVE BUSINESS PRACTICES ACT**
18 **(815 ILCS 505/1, et seq. AND 720 ILCS 295/1A)**

19 210. Plaintiffs Carole Grant and Latronya Williams (“Plaintiffs” for purposes of all
20 Illinois Class Counts) incorporate by reference all preceding allegations as though fully set forth
21 herein.

22 211. Plaintiffs bring this Count on behalf of the Illinois Class.

23 212. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois
24 CFA”) prohibits “unfair or deceptive acts or practices, including, but not limited to, the use of
25 employment of any deception, fraud, false pretense, tales promise, misrepresentation or the
26 concealment, suppression or omission of any material fact, with intent that others rely upon the
27 concealment, suppression or omission of such material fact . . . in the conduct of trade or
28 commerce . . . whether any person has in fact been misled, deceived, or damaged thereby.” 815
ILCS 505/2.

1 213. P&G is a “person” as that term is defined in 815 ILCS 505/1(c).

2 214. Plaintiffs and Illinois Class members are “consumers” as that term is defined in
3 815 ILCS 505/1(e).

4 215. 815 Ill. Comp. Stat. Ann. 505/2 provides that “in construing this section
5 consideration shall be given to the interpretations of the Federal Trade Commission and the
6 federal courts relating to Section 5(a) of the Federal Trade Commission Act.

7 216. P&G’s overall packaging misled and deceived reasonable consumers because
8 P&G omitted, suppressed, and concealed that its Charmin Toilet Paper was not environmentally
9 beneficial, while representing environmentally beneficial quality and characteristics.

10 217. P&G’s communications on its Charmin Toilet Paper packaging demonstrate the
11 misleading nature of the material omissions, concealments, and suppression of material facts
12 about its environmentally degrading manufacturing practices.

13 218. Based on the overall impression given by the packaging communications and
14 misrepresentations and omissions, reasonable consumers would be misled by Charmin Toilet
15 Paper’s true environmental impact based on overall impression of labels. Based on the overall
16 impression of the packaging, no reasonable consumer could expect or understand that Charmin
17 Toilet Paper was manufactured using environmentally degrading practices.

18 219. Pursuant to 815 ILCS 505/10a(a), Plaintiffs seek monetary relief against P&G in
19 the amount of actual damages as well as punitive damages because P&G acted with fraud and/or
20 malice and/or was grossly negligent, and concealed, suppressed, and omitted material
21 information.

22 220. Plaintiffs also seek an order enjoining P&G’s unfair and/or deceptive acts or
23 practices, attorneys’ fees, and any other just and proper relief available under 815 ILCS 505/1, *et*
24 *seq.*

25 **COUNT XVII**
26 **FRAUD BY CONCEALMENT**
(BASED ON ILLINOIS LAW)

27 221. Plaintiffs incorporate by reference all preceding allegations as though fully set
28 forth herein.

1 222. Plaintiffs bring this Count on behalf of the Illinois Class.

2 223. P&G intentionally concealed and suppressed material facts regarding its Charmin
3 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
4 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
5 converting critically important old-growth forests into environmentally devastating
6 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
7 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

8 224. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
9 sustainable and therefore is required to make a full and fair disclosure under Illinois law. P&G
10 therefore had a duty to disclose the material facts as additional information in order to make its
11 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
12 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
13 representations were false when made.

14 225. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
15 the other California Class members to make their Charmin purchases. Plaintiffs were unaware of
16 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
17 and the other California Class members would not have purchased Charmin products, or would
18 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
19 other Illinois Class members have suffered injury in fact, including lost money or property, as a
20 result of P&G's misrepresentations and omissions.

21 226. Accordingly, P&G is liable to Plaintiffs and the other Illinois Class members for
22 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
23 damages, restitution and/or diminution of value.

24 227. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
25 intent to defraud, and in reckless disregard of Plaintiffs' and other Illinois Class members' rights
26 and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
27 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
28 future, which amount is to be determined according to proof.

1 **L. Claims brought on behalf of the Indiana Class**

2 **COUNT XVIII**
3 **FRAUDULENT CONCEALMENT**
4 **(BASED ON INDIANA LAW)**

5 228. Plaintiffs incorporate by reference all preceding allegations as though fully set
6 forth herein.

7 229. Plaintiffs bring this Count on behalf of the Indiana Class.

8 230. P&G intentionally concealed and suppressed material facts regarding its Charmin
9 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
10 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
11 converting critically important old-growth forests into environmentally devastating
12 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
13 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

14 231. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
15 sustainable and therefore is required to make a full and fair disclosure under Indiana law. P&G
16 therefore had a duty to disclose the material facts as additional information in order to make its
17 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
18 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
19 representations were false when made.

20 232. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
21 the other Indiana Class members to make their Charmin purchases. Plaintiffs were unaware of
22 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
23 and the other Indiana Class members would not have purchased Charmin products, or would not
24 have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other
25 Indiana Class members have suffered injury in fact, including lost money or property, as a result
26 of P&G's misrepresentations and omissions.

27 233. Accordingly, P&G is liable to Plaintiffs and the other Indiana Class members for
28 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
damages, restitution and/or diminution of value.

1 234. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
2 intent to defraud, and in reckless disregard of Plaintiffs’ and other Indiana Class members’ rights
3 and the representations that P&G made to them, in order to enrich P&G. P&G’s conduct
4 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
5 future, which amount is to be determined according to proof.

6 **M. Claims brought on behalf of the Maine Class**

7 **COUNT XIX**
8 **FRAUDULENT CONCEALMENT**
9 **(BASED ON MAINE LAW)**

10 235. Plaintiffs incorporate by reference all preceding allegations as though fully set
11 forth herein.

12 236. Plaintiffs bring this Count on behalf of the Maine Class.

13 237. P&G intentionally concealed and suppressed material facts regarding its Charmin
14 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
15 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
16 converting critically important old-growth forests into environmentally devastating
17 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
18 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

19 238. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
20 sustainable and therefore is required to make a full and fair disclosure under Maine law. P&G
21 therefore had a duty to disclose the material facts as additional information in order to make its
22 Charmin Sustainability Promise website (as well as P&G’s other environmental claims including
23 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
24 representations were false when made.

25 239. P&G’s omissions and/or misrepresentations alleged herein caused Plaintiffs and
26 the other Maine Class members to make their Charmin purchases. Plaintiffs were unaware of
27 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
28 and the other Maine Class members would not have purchased Charmin products, or would not
have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other

1 Maine Class members have suffered injury in fact, including lost money or property, as a result
2 of P&G’s misrepresentations and omissions.

3 240. Accordingly, P&G is liable to Plaintiffs and the other Maine Class members for
4 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
5 damages, restitution and/or diminution of value.

6 241. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
7 intent to defraud, and in reckless disregard of Plaintiffs’ and other Maine Class members’ rights
8 and the representations that P&G made to them, in order to enrich P&G. P&G’s conduct
9 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
10 future, which amount is to be determined according to proof.

11 **N. Claim brought on behalf of the Maryland Class**

12 **COUNT XX**
13 **VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT**
14 **(MD. CODE, COM. LAW § 13-101, ET SEQ.)**

15 242. Plaintiffs hereby incorporate by reference the allegations contained in the
16 preceding paragraphs of this complaint.

17 243. This claim is brought by Plaintiffs on behalf of the Maryland Class.

18 244. The Maryland Consumer Protection Act (Maryland CPA) provides that a person
19 may not engage in any unfair or deceptive trade practice in the sale or lease of any consumer
20 good, including “failure to state a material fact if the failure deceives or tends to deceive;” “false
21 or misleading representation[s] of fact which concern[] . . . [t]he reason of or the existence or
22 amount of a price reduction;” and “[d]eception, fraud, false pretense, false premise,
23 misrepresentation, or knowing concealment, suppression, or omission of any material fact with
24 the intent that a consumer rely on the same,” Md. Code, Com. Law § 13-301, regardless of
25 whether the consumer is actually deceived or damaged, Md. Code, Com. Law § 13-302.

26 245. Defendant, Plaintiffs, and Maryland Class members are “persons” within the
27 meaning of Md. Code, Com. Law § 13-101(h).

28 246. Pursuant to Md. Code, Com. Law § 13-408, Plaintiffs seek actual damages,
attorneys’ fees, and any other just and proper relief available under the Maryland CPA.

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COUNT XXI
FRAUDULENT CONCEALMENT
(BASED ON MARYLAND LAW)

247. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

248. Plaintiffs bring this Count on behalf of the Maryland Class.

249. P&G intentionally concealed and suppressed material facts regarding its Charmin Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically converting critically important old-growth forests into environmentally devastating Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and (iv) the Rainforest Alliance continues to provide certification to Charmin products.

250. P&G voluntarily represented that its Charmin Toilet Paper was environmentally sustainable and therefore is required to make a full and fair disclosure under Maryland law. P&G therefore had a duty to disclose the material facts as additional information in order to make its Charmin Sustainability Promise website (as well as P&G's other environmental claims including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these representations were false when made.

251. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and the other Maryland Class members to make their Charmin purchases. Plaintiffs were unaware of these material facts, and had P&G communicated these material facts to consumers, Plaintiffs and the other Maryland Class members would not have purchased Charmin products, or would not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other Maryland Class members have suffered injury in fact, including lost money or property, as a result of P&G's misrepresentations and omissions.

252. Accordingly, P&G is liable to Plaintiffs and the other Maryland Class members for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain damages, restitution and/or diminution of value.

1 253. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
2 intent to defraud, and in reckless disregard of Plaintiffs' and other Maryland Class members'
3 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
4 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
5 future, which amount is to be determined according to proof.

6
7 **O. Claim brought on behalf of the Massachusetts Class**

8 **COUNT XXII**
9 **FRAUD BY CONCEALMENT**
10 **(BASED ON MASSACHUSETTS LAW)**

11 254. Plaintiffs incorporate by reference all preceding allegations as though fully set
12 forth herein.

13 255. Plaintiffs bring this Count on behalf of the Massachusetts Class.

14 256. P&G intentionally concealed and suppressed material facts regarding its Charmin
15 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
16 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
17 converting critically important old-growth forests into environmentally devastating
18 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
19 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

20 257. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
21 sustainable and therefore is required to make a full and fair disclosure under Massachusetts law.
22 P&G therefore had a duty to disclose the material facts as additional information in order to
23 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
24 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
25 representations were false when made.

26 258. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
27 the other Massachusetts Class members to make their Charmin purchases. Plaintiffs were
28 unaware of these material facts, and had P&G communicated these material facts to consumers,
Plaintiffs and the other Massachusetts Class members would not have purchased Charmin

1 products, or would not have purchased Charmin products at the prices they paid. Accordingly,
2 Plaintiffs and the other Massachusetts Class members have suffered injury in fact, including lost
3 money or property, as a result of P&G’s misrepresentations and omissions.

4 259. Accordingly, P&G is liable to Plaintiffs and the other Massachusetts Class
5 members for damages in an amount to be proven at trial, including but not limited to, benefit-of-
6 the-bargain damages, restitution and/or diminution of value.

7 260. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
8 intent to defraud, and in reckless disregard of Plaintiffs’ and other Massachusetts Class
9 members’ rights and the representations that P&G made to them, in order to enrich P&G. P&G’s
10 conduct warrants an assessment of punitive damages in an amount sufficient to deter such
11 conduct in the future, which amount is to be determined according to proof.

12 **P. Claim brought on behalf of the Michigan Class**

13 **COUNT XXIII**
14 **VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**
15 **(MICH. COMP. LAWS § 445.903, ET SEQ.)**

16 261. Plaintiffs hereby incorporate by reference the allegations contained in the
17 preceding paragraphs of this complaint.

18 262. This claim is brought by Plaintiffs on behalf of the Michigan Class.

19 263. The Michigan Consumer Protection Act (Michigan CPA) prohibits “[u]nfair,
20 unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce,”
21 including “[m]aking false or misleading statements of fact concerning the reasons for, existence
22 of, or amounts of price reductions;” “[f]ailing to reveal a material fact, the omission of which
23 tends to mislead or deceive the consumer, and which fact could not reasonably be known by the
24 consumer;” “charging the consumer a price that is grossly in excess of the price at which similar
25 property or services are sold;” “[m]aking a representation of fact or statement of fact material to
26 the transaction such that a person reasonably believes the represented or suggested state of affairs
27 to be other than it actually is;” or “[f]ailing to reveal facts that are material to the transaction in
28 light of representations of fact made in a positive manner.” Mich. Comp. Laws § 445.903(1).

1 264. Plaintiffs and Michigan Class members are “person[s]” within the meaning of the
2 Mich. Comp. Laws § 445.902(1)(d).

3 265. Defendant is a “person” engaged in “trade or commerce” within the meaning of
4 the Mich. Comp. Laws § 445.902(1)(d) and (g).

5 266. Plaintiffs seek injunctive relief to enjoin Defendant from continuing its unfair and
6 deceptive acts; monetary relief against Defendant measured as the greater of (a) actual damages
7 in an amount to be determined at trial and (b) statutory damages in the amount of \$250 for each
8 plaintiff; reasonable attorneys’ fees; and any other just and proper relief available under Mich.
9 Comp. Laws § 445.911.

10 267. Plaintiffs also seek punitive damages because Defendant carried out despicable
11 conduct with willful and conscious disregard of the rights and safety of others. Defendants
12 maliciously and egregiously misrepresented the environmental sustainability of Charmin Toilet
13 Paper. Defendant’s conduct constitutes malice, oppression, and fraud warranting punitive
14 damages.

15 **COUNT XXIV**
16 **FRAUDULENT CONCEALMENT**
17 **(BASED ON MICHIGAN LAW)**

18 268. Plaintiffs incorporate by reference all preceding allegations as though fully set
19 forth herein.

20 269. Plaintiffs bring this Count on behalf of the Michigan Class.

21 270. P&G intentionally concealed and suppressed material facts regarding its Charmin
22 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
23 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
24 converting critically important old-growth forests into environmentally devastating
25 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
26 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

27 271. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
28 sustainable and therefore is required to make a full and fair disclosure under Michigan law. P&G
therefore had a duty to disclose the material facts as additional information in order to make its

1 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
 2 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
 3 representations were false when made.

4 272. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
 5 the other Michigan Class members to make their Charmin purchases. Plaintiffs were unaware of
 6 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
 7 and the other Michigan Class members would not have purchased Charmin products, or would
 8 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
 9 other Michigan Class members have suffered injury in fact, including lost money or property, as
 10 a result of P&G's misrepresentations and omissions.

11 273. Accordingly, P&G is liable to Plaintiffs and the other Michigan Class members
 12 for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-
 13 bargain damages, restitution and/or diminution of value.

14 274. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
 15 intent to defraud, and in reckless disregard of Plaintiffs' and other Michigan Class members'
 16 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
 17 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
 18 future, which amount is to be determined according to proof.

19 **Q. Claims brought on behalf of the Minnesota Class**

20 **COUNT XXV**
 21 **VIOLATIONS OF MINNESOTA DECEPTIVE TRADE PRACTICES;**
 22 **ENVIRONMENTAL MARKETING CLAIMS**
 23 **(MINN. STAT. § 325E.41, et seq.)**

24 275. Plaintiffs incorporate by reference all preceding allegations as though fully set
 25 forth herein.

26 276. Plaintiffs bring this Count on behalf of the Minnesota Class.

27 277. Defendant violated Minn. Stat. §325E.41 by making deceptive and misleading
 28 general environmental benefit claims (including sustainability claims) and failing to disclose
 material omitted information related to these statements.

1 278. Defendant made these material misrepresentations and omissions to induce
2 reasonable consumers to purchase its Charmin Toilet Paper.

3 279. Defendant knew or should have known the material misrepresentations and
4 omissions were misleading to reasonable consumers and in violation of Code of Federal
5 Regulations, title 16, part 260, “Guides for the Use of Environmental Marketing Claims”
6 (“Green Guides”).

7 280. Specifically, 260.4 General environmental benefit claims states: “It is deceptive to
8 misrepresent, directly or by implication, that a product, package, or service offers a general
9 environmental benefit...Unqualified general environmental benefit claims are difficult to
10 interpret and likely convey a wide range of meanings. *In many cases, such claims likely convey*
11 *that the product, package, or service has specific and far-reaching environmental benefits and*
12 *may convey that the item or service has no negative environmental impact. Because it is highly*
13 *unlikely that marketers can substantiate all reasonable interpretations of these claims, marketers*
14 *should not make unqualified general environmental benefit claims.” (Emphasis added.)*

15 281. Defendant’s pattern of deceptive and misleading misrepresentations and
16 omissions, and other misleading conduct were likely to deceive or cause misunderstanding and
17 did in fact deceive Plaintiffs and the Minnesota Class with respect to the Charmin Toilet Papers’
18 quality, nature of the ingredients, and suitability for consumption.

19 282. Defendant intended for Plaintiffs and the Minnesota Class to rely the material
20 misrepresentations and omissions, concealment, expressed warranties, and/or deceptions
21 regarding the environmental benefits and sustainability of its Charmin Toilet Paper.

22 283. Defendant’s conduct described herein occurred repeatedly in its trade or business
23 and were capable of deceiving a substantial portion of the consuming public.

24 284. Defendant violated Minn. Stat. §325E.41 by making misrepresentations on its
25 packaging and website that violated the Green Guides.

26 285. Defendant was under a duty to disclose the omissions because Defendant
27 undertook the disclosure of information about the Charmin Toilet Paper that violated the Green
28 Guides.

1 286. Defendant failed to discharge its duty to disclose the Omissions.

2 287. The facts concealed, omitted, or not disclosed by Defendant were material facts in
3 that Plaintiffs, the Minnesota Class, and any reasonable consumer would have considered them
4 in deciding whether to purchase the Charmin Toilet Paper. Had Plaintiffs and the Minnesota
5 Class known the truth, they would not have purchased the Charmin Toilet Paper or paid the
6 premium price.

7 288. Defendant's unlawful conduct is continuing, with no indication that it intends to
8 cease this fraudulent course of conduct.

9 289. As a direct and proximate result of Defendant's conduct, Plaintiffs and the
10 Minnesota Class suffered actual damages by: (1) paying a premium price; (2) purchasing
11 Charmin Toilet Paper they would not have purchased; and/or (3) receiving Charmin Toilet Paper
12 that were worth less.

13 290. Plaintiff and the members of the Minnesota Class would not have purchased
14 Charmin Toilet Paper at all had they known that Charmin Toilet Paper does not conform to the
15 packaging.

16 291. Pursuant to Minn. Stat. § 8.31, subd. 3a, and § 325E.41, Plaintiffs and the
17 Minnesota Class seek actual damages, injunctive and declaratory relief, attorneys' fees, costs,
18 and any other just and proper relief available thereunder for Defendant's violations of the Minn.
19 Stat. §325E.41.

20 **COUNT XXVI**
21 **FRAUDULENT CONCEALMENT**
22 **(BASED ON MINNESOTA LAW)**

23 292. Plaintiffs incorporate by reference all preceding allegations as though fully set
24 forth herein.

25 293. Plaintiffs bring this Count on behalf of the Minnesota Class.

26 294. P&G intentionally concealed and suppressed material facts regarding its Charmin
27 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
28 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
converting critically important old-growth forests into environmentally devastating

1 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
2 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

3 295. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
4 sustainable and therefore is required to make a full and fair disclosure under Minnesota law.
5 P&G therefore had a duty to disclose the material facts as additional information in order to
6 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
7 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
8 representations were false when made.

9 296. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
10 the other Minnesota Class members to make their Charmin purchases. Plaintiffs were unaware of
11 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
12 and the other Minnesota Class members would not have purchased Charmin products, or would
13 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
14 other Minnesota Class members have suffered injury in fact, including lost money or property, as
15 a result of P&G's misrepresentations and omissions.

16 297. Accordingly, P&G is liable to Plaintiffs and the other Minnesota Class members
17 for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-
18 bargain damages, restitution and/or diminution of value.

19 298. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
20 intent to defraud, and in reckless disregard of Plaintiffs' and other Minnesota Class members'
21 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
22 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
23 future, which amount is to be determined according to proof.

1 **R. Claims brought on behalf of the Montana Class**

2 **COUNT XXVII**
3 **VIOLATION OF THE MONTANA UNFAIR TRADE PRACTICES**
4 **AND CONSUMER PROTECTION ACT OF 1973**
5 **(MONT. CODE ANN. § 30-14-101, ET SEQ.)**

6 299. Plaintiffs hereby incorporate by reference the allegations contained in the
7 preceding paragraphs of this complaint.

8 300. This claim is brought by Plaintiffs on behalf of the Montana Class.

9 301. The Montana Unfair Trade Practices and Consumer Protection Act (Montana
10 CPA) makes unlawful any “unfair methods of competition and unfair or deceptive acts or
11 practices in the conduct of any trade or commerce.” Mont. Code Ann. § 30-14-103.

12 302. Defendant, Plaintiffs, and Montana Class members are “persons” within the
13 meaning of Mont. Code Ann. § 30-14-102(6).

14 303. Plaintiffs and Montana Class members are “consumer[s]” under Mont. Code Ann.
15 § 30-14-102(1).

16 304. The sale of each package of Charmin Toilet Paper occurred within “trade and
17 commerce” within the meaning of Mont. Code Ann. § 30-14-102(8), and Defendant committed
18 deceptive and unfair acts in the conduct of “trade and commerce” as defined in that statutory
19 section.

20 305. Because Defendant’s unlawful methods, acts, and practices have caused Plaintiffs
21 to suffer an ascertainable loss of money and property, Plaintiffs seek from Defendant: the greater
22 of actual damages or \$500; discretionary treble damages; reasonable attorneys’ fees.

23 306. Plaintiffs additionally seek an order enjoining Defendant’s unfair, unlawful,
24 and/or deceptive practices, and any other relief the Court considers necessary or proper, under
25 Mont. Code Ann. § 30-14-133.

26 **COUNT XXVIII**
27 **FRAUDULENT CONCEALMENT**
28 **(BASED ON MONTANA LAW)**

307. Plaintiffs incorporate by reference all preceding allegations as though fully set
forth herein.

1 308. Plaintiffs bring this Count on behalf of the Montana Class.

2 309. P&G intentionally concealed and suppressed material facts regarding its Charmin
3 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
4 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
5 converting critically important old-growth forests into environmentally devastating
6 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
7 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

8 310. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
9 sustainable and therefore is required to make a full and fair disclosure under Montana law. P&G
10 therefore had a duty to disclose the material facts as additional information in order to make its
11 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
12 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
13 representations were false when made.

14 311. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
15 the other Montana Class members to make their Charmin purchases. Plaintiffs were unaware of
16 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
17 and the other Montana Class members would not have purchased Charmin products, or would
18 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
19 other Montana Class members have suffered injury in fact, including lost money or property, as a
20 result of P&G's misrepresentations and omissions.

21 312. Accordingly, P&G is liable to Plaintiffs and the other Montana Class members for
22 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
23 damages, restitution and/or diminution of value.

24 313. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
25 intent to defraud, and in reckless disregard of Plaintiffs' and other Montana Class members'
26 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
27 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
28 future, which amount is to be determined according to proof.

1 **S. Claims brought on behalf of the New Hampshire Class**

2 **COUNT XXIX**
3 **VIOLATION OF THE NEW HAMPSHIRE CONSUMER PROTECTION ACT**
4 **(N.H. Rev. Stat. Ann. § 358-A:1, et seq.)**

5 314. Plaintiffs hereby incorporate by reference the allegations contained in the
6 preceding paragraphs of this complaint.

7 315. This claim is brought by Plaintiffs on behalf of the New Hampshire Class.

8 316. The New Hampshire Consumer Protection Act (New Hampshire CPA) prohibits a
9 person, in the conduct of any trade or commerce, from “using any unfair or deceptive act or
10 practice,” including, “but . . . not limited to” “[m]aking false or misleading statements of fact
11 concerning the reasons for, existence of, or amounts of price reductions.” N.H. Rev. Stat. Ann.
12 § 358-A:2.

13 317. Defendant, Plaintiffs, and New Hampshire Class members are “persons” under
14 N.H. Rev. Stat. Ann. § 358-A:1.

15 318. Defendant’s actions as set forth herein occurred in the conduct of trade or
16 commerce as defined under N.H. Rev. Stat. Ann. § 358-A:1.

17 319. Because Defendants’ willful conduct caused injury to Plaintiffs’ property through
18 violations of the New Hampshire CPA, Plaintiffs seek recovery of actual damages or \$1,000,
19 whichever is greater; treble damages; costs and reasonable attorneys’ fees; an order enjoining
20 each Defendant’s unfair and/or deceptive acts and practices; and any other just and proper relief
21 under N.H. Rev. Stat. Ann. § 358-A:10.

22 **COUNT XXX**
23 **FRAUDULENT CONCEALMENT**
24 **(BASED ON NEW HAMPSHIRE LAW)**

25 320. Plaintiffs incorporate by reference all preceding allegations as though fully set
26 forth herein.

27 321. Plaintiffs bring this Count on behalf of the New Hampshire Class.

28 322. P&G intentionally concealed and suppressed material facts regarding its Charmin
Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically

1 converting critically important old-growth forests into environmentally devastating
2 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
3 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

4 323. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
5 sustainable and therefore is required to make a full and fair disclosure under New Hampshire
6 law. P&G therefore had a duty to disclose the material facts as additional information in order to
7 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
8 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
9 representations were false when made.

10 324. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
11 the other New Hampshire Class members to make their Charmin purchases. Plaintiffs were
12 unaware of these material facts, and had P&G communicated these material facts to consumers,
13 Plaintiffs and the other New Hampshire Class members would not have purchased Charmin
14 products, or would not have purchased Charmin products at the prices they paid. Accordingly,
15 Plaintiffs and the other New Hampshire Class members have suffered injury in fact, including
16 lost money or property, as a result of P&G's misrepresentations and omissions.

17 325. Accordingly, P&G is liable to Plaintiffs and the other New Hampshire Class
18 members for damages in an amount to be proven at trial, including but not limited to, benefit-of-
19 the-bargain damages, restitution and/or diminution of value.

20 326. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
21 intent to defraud, and in reckless disregard of Plaintiffs' and other New Hampshire Class
22 members' rights and the representations that P&G made to them, in order to enrich P&G. P&G's
23 conduct warrants an assessment of punitive damages in an amount sufficient to deter such
24 conduct in the future, which amount is to be determined according to proof.

1 **T. Claims on behalf of the New Mexico Class**

2 **COUNT XXXI**
3 **VIOLATION OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT**
4 **(N.M. STAT. ANN. §§ 57-12-1, ET SEQ.)**

5 327. Plaintiffs hereby incorporate by reference the allegations contained in the
6 preceding paragraphs of this complaint.

7 328. This claim is brought by Plaintiffs on behalf of the New Mexico Class.

8 329. The New Mexico Unfair Trade Practices Act (New Mexico UTPA) makes
9 unlawful “a false or misleading oral or written statement, visual description or other
10 representation of any kind knowingly made in connection with the sale, lease, rental or loan of
11 goods or services . . . by a person in the regular course of the person’s trade or commerce, that
12 may, tends to or does deceive or mislead any person,” including, but not limited to, “failing to
13 state a material fact if doing so deceives or tends to deceive.” N.M. Stat. Ann. § 57-12-2(D).

14 330. Defendant, Plaintiffs, and New Mexico Class members are “person[s]” under
15 N.M. Stat. Ann. § 57-12-2.

16 331. Defendant’s actions as set forth herein occurred in the conduct of trade or
17 commerce as defined under N.M. Stat. Ann. § 57-12-2.

18 332. Because Defendant’s unconscionable, willful conduct caused actual harm to
19 Plaintiffs, Plaintiffs seek recovery of actual damages or \$100, whichever is greater; discretionary
20 treble damages; punitive damages; and reasonable attorneys’ fees and costs, as well as all other
21 proper and just relief available under N.M. Stat. Ann. § 57-12-10.

22 **COUNT XXXII**
23 **FRAUDULENT CONCEALMENT**
24 **(BASED ON NEW MEXICO LAW)**

25 333. Plaintiffs incorporate by reference all preceding allegations as though fully set
26 forth herein.

27 334. Plaintiffs bring this Count on behalf of the New Mexico Class.

28 335. P&G intentionally concealed and suppressed material facts regarding its Charmin
Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically

1 converting critically important old-growth forests into environmentally devastating
2 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
3 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

4 336. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
5 sustainable and therefore is required to make a full and fair disclosure under New Mexico law.
6 P&G therefore had a duty to disclose the material facts as additional information in order to
7 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
8 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
9 representations were false when made.

10 337. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
11 the other New Mexico Class members to make their Charmin purchases. Plaintiffs were unaware
12 of these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
13 and the other New Mexico Class members would not have purchased Charmin products, or
14 would not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and
15 the other New Mexico Class members have suffered injury in fact, including lost money or
16 property, as a result of P&G's misrepresentations and omissions.

17 338. Accordingly, P&G is liable to Plaintiffs and the other New Mexico Class
18 members for damages in an amount to be proven at trial, including but not limited to, benefit-of-
19 the-bargain damages, restitution and/or diminution of value.

20 339. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
21 intent to defraud, and in reckless disregard of Plaintiffs' and other New Mexico Class members'
22 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
23 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
24 future, which amount is to be determined according to proof.

1 **U. Claims brought on behalf of the New York Class**

2 **COUNT XXXIII**
3 **VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW §§ 349-350**
4 **(N.Y. GEN. BUS. LAW §§ 349-350)**

5 340. Plaintiffs hereby incorporate by reference the allegations contained in the
6 preceding paragraphs of this complaint.

7 341. This claim is brought by Plaintiffs on behalf of the New York Class.

8 342. The New York General Business Law (New York GBL) makes unlawful
9 “[d]eceptive acts or practices in the conduct of any business, trade or commerce.” N.Y. Gen.
10 Bus. Law § 349.

11 343. Plaintiffs and New York Class members are “persons” within the meaning of
12 N.Y. Gen. Bus. Law § 349(h).

13 344. Defendant is a “person,” “firm,” “corporation,” or “association” within the
14 meaning of N.Y. Gen. Bus. Law § 349.

15 345. Defendant’s deceptive acts and practices, which were intended to mislead
16 consumers who purchased Charmin Toilet Paper, was conduct directed at consumers.

17 346. Because Defendant’s willful and knowing conduct caused injury to Plaintiffs,
18 Plaintiffs seek recovery of actual damages or \$50, whichever is greater; discretionary treble
19 damages up to \$1,000; punitive damages; reasonable attorneys’ fees and costs; an order
20 enjoining Defendant’s deceptive conduct; and any other just and proper relief available under
21 N.Y. Gen. Bus. Law § 349.

22 **COUNT XXXIV**
23 **FRAUDULENT CONCEALMENT**
24 **(BASED ON NEW YORK LAW)**

25 347. Plaintiffs incorporate by reference all preceding allegations as though fully set
26 forth herein.

27 348. Plaintiffs bring this Count on behalf of the New York Class.

28 349. P&G intentionally concealed and suppressed material facts regarding its Charmin
Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically

1 converting critically important old-growth forests into environmentally devastating
2 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
3 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

4 350. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
5 sustainable and therefore is required to make a full and fair disclosure under New York law.
6 P&G therefore had a duty to disclose the material facts as additional information in order to
7 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
8 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
9 representations were false when made.

10 351. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
11 the other New York Class members to make their Charmin purchases. Plaintiffs were unaware of
12 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
13 and the other New York Class members would not have purchased Charmin products, or would
14 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
15 other New York Class members have suffered injury in fact, including lost money or property, as
16 a result of P&G's misrepresentations and omissions.

17 352. Accordingly, P&G is liable to Plaintiffs and the other New York Class members
18 for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-
19 bargain damages, restitution and/or diminution of value.

20 353. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
21 intent to defraud, and in reckless disregard of Plaintiffs' and other New York Class members'
22 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
23 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
24 future, which amount is to be determined according to proof.

1 **V. Claims brought on behalf of the Ohio Class**

2 **COUNT XXXV**
3 **VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT**
4 **(OHIO REV. CODE ANN. § 1345.01, ET SEQ.)**

5 354. Plaintiffs hereby incorporate by reference the allegations contained in the
6 preceding paragraphs of this complaint.

7 355. This claim is brought by Plaintiffs on behalf of the Ohio Class.

8 356. Ohio Consumer Sales Practices Act (Ohio CSPA), Ohio Rev. Code Ann.
9 § 1345.02, broadly prohibits unfair or deceptive acts or practices in connection with a consumer
10 transaction. Specifically, and without limitation of the broad prohibition, the Act prohibits
11 suppliers from representing that “a specific price advantage exists, if it does not.” Ohio Rev.
12 Code Ann. § 1345.02.

13 357. Defendant is a “supplier” as that term is defined in Ohio Rev. Code Ann.
14 § 1345.01(C).

15 358. Plaintiffs and Ohio Class members are “consumers” as that term is defined in
16 Ohio Rev. Code Ann. § 1345.01(D), and their purchases of Charmin Toilet Paper is a “consumer
17 transaction” within the meaning of Ohio Rev. Code Ann. § 1345.01(A).

18 359. As a result of the foregoing wrongful conduct, Plaintiffs have been damaged in an
19 amount to be proven at trial, and seek all just and proper remedies, including, but not limited to,
20 actual and statutory damages, an order enjoining Defendant’s deceptive and unfair conduct,
21 treble damages, court costs, and reasonable attorneys’ fees, pursuant to Ohio Rev. Code Ann.
22 § 1345.09, *et seq.*

23 **COUNT XXXVI**
24 **FRAUDULENT CONCEALMENT**
25 **(BASED ON OHIO LAW)**

26 360. Plaintiffs incorporate by reference all preceding allegations as though fully set
27 forth herein.

28 361. Plaintiffs bring this Count on behalf of the Ohio Class.

362. P&G intentionally concealed and suppressed material facts regarding its Charmin
Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial

1 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
2 converting critically important old-growth forests into environmentally devastating
3 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
4 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

5 363. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
6 sustainable and therefore is required to make a full and fair disclosure under Ohio law. P&G
7 therefore had a duty to disclose the material facts as additional information in order to make its
8 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
9 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
10 representations were false when made.

11 364. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
12 the other Ohio Class members to make their Charmin purchases. Plaintiffs were unaware of these
13 material facts, and had P&G communicated these material facts to consumers, Plaintiffs and the
14 other Ohio Class members would not have purchased Charmin products, or would not have
15 purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other Ohio
16 Class members have suffered injury in fact, including lost money or property, as a result of
17 P&G's misrepresentations and omissions.

18 365. Accordingly, P&G is liable to Plaintiffs and the other Ohio Class members for
19 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
20 damages, restitution and/or diminution of value.

21 366. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
22 intent to defraud, and in reckless disregard of Plaintiffs' and other Ohio Class members' rights
23 and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
24 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
25 future, which amount is to be determined according to proof.

1 **W. Claims brought on behalf of the Pennsylvania Class**

2 **COUNT XXXVII**
3 **VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**
4 **AND CONSUMER PROTECTION LAW**
5 **(73 PA. CONS. STAT. § 201-1, ET SEQ.)**

6 367. Plaintiffs hereby incorporate by reference the allegations contained in the
7 preceding paragraphs of this complaint.

8 368. This claim is brought by Plaintiffs on behalf the Pennsylvania Class.

9 369. The Pennsylvania Unfair Trade Practices and Consumer Protection Law
10 (Pennsylvania CPL) prohibits unfair or deceptive acts or practices, including: “[m]aking false or
11 misleading statements of fact concerning the reasons for, existence of, or amounts of price
12 reductions;” and “[e]ngaging in any other fraudulent or deceptive conduct which creates a
13 likelihood of confusion or of misunderstanding.” 73 Pa. Cons. Stat. § 201-2(4).

14 370. Defendant, Plaintiffs, and Pennsylvania Class members are “persons” within the
15 meaning of 73 Pa. Cons. Stat. § 201-2(2).

16 371. Plaintiffs and the Pennsylvania Class members purchased Charmin Toilet paper
17 primarily for personal, family, or household purposes within the meaning of 73 Pa. Cons. Stat. §
18 201-9.2.

19 372. All of the acts complained of herein were perpetrated by Defendant in the course
20 of trade or commerce within the meaning of 73 Pa. Cons. Stat. § 201-2(3).

21 373. Defendant is liable to Plaintiffs for treble their actual damages or \$100, whichever
22 is greater, and attorneys’ fees and costs. 73 Pa. Cons. Stat. § 201-9.2(a). Plaintiffs are also
23 entitled to an award of punitive damages given that Defendants’ conduct was malicious, wanton,
24 willful, oppressive, or exhibited a reckless indifference to the rights of others.

25 **COUNT XXXVIII**
26 **FRAUDULENT CONCEALMENT**
27 **(BASED ON PENNSYLVANIA LAW)**

28 374. Plaintiffs incorporate by reference all preceding allegations as though fully set
forth herein.

375. Plaintiffs bring this Count on behalf of the Pennsylvania Class.

1 376. P&G intentionally concealed and suppressed material facts regarding its Charmin
2 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
3 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
4 converting critically important old-growth forests into environmentally devastating
5 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
6 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

7 377. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
8 sustainable and therefore is required to make a full and fair disclosure under Pennsylvania law.
9 P&G therefore had a duty to disclose the material facts as additional information in order to
10 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
11 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
12 representations were false when made.

13 378. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
14 the other Pennsylvania Class members to make their Charmin purchases. Plaintiffs were unaware
15 of these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
16 and the other Pennsylvania Class members would not have purchased Charmin products, or
17 would not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and
18 the other Pennsylvania Class members have suffered injury in fact, including lost money or
19 property, as a result of P&G's misrepresentations and omissions.

20 379. Accordingly, P&G is liable to Plaintiffs and the other Pennsylvania Class
21 members for damages in an amount to be proven at trial, including but not limited to, benefit-of-
22 the-bargain damages, restitution and/or diminution of value.

23 380. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
24 intent to defraud, and in reckless disregard of Plaintiffs' and other Pennsylvania Class members'
25 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
26 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
27 future, which amount is to be determined according to proof.

28

1 **X. Claims brought on behalf of the South Carolina Class**

2 **COUNT XXXIX**
3 **VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT (S.C.**
4 **CODE ANN. § 39-5-10, ET SEQ.)**

5 381. Plaintiffs hereby incorporate by reference the allegations contained in the
6 preceding paragraphs of this complaint.

7 382. This claim is brought by Plaintiffs on behalf of the South Carolina Class.

8 383. The South Carolina Unfair Trade Practices Act (South Carolina UTPA) prohibits
9 “unfair or deceptive acts or practices in the conduct of any trade or commerce” S.C. Code
10 Ann. § 39-5-20(a).

11 384. Defendant is a “person” under S.C. Code Ann. § 39-5-10.

12 385. Pursuant to S.C. Code Ann. § 39-5-140(a), Plaintiffs seek monetary relief to
13 recover their economic losses. Because Defendant’s actions were willful and knowing,
14 Plaintiffs’ damages should be trebled.

15 386. Plaintiffs further allege that Defendant’s malicious and deliberate conduct
16 warrants an assessment of punitive damages because Defendant carried out despicable conduct
17 with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs to
18 cruel and unjust hardship as a result. Defendant misrepresented the environmental sustainability
19 of Charmin Toilet Paper. Defendants’ unlawful conduct constitutes malice, oppression, and
20 fraud warranting punitive damages.

21 387. Plaintiffs further seek an order enjoining each Defendant’s unfair or deceptive
22 acts or practices.

23 **COUNT XL**
24 **FRAUDULENT CONCEALMENT**
25 **(BASED ON SOUTH CAROLINA LAW)**

26 388. Plaintiffs incorporate by reference all preceding allegations as though fully set
27 forth herein.

28 389. Plaintiffs bring this Count on behalf of the South Carolina Class.

389. P&G intentionally concealed and suppressed material facts regarding its Charmin
Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial

1 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
2 converting critically important old-growth forests into environmentally devastating
3 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
4 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

5 391. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
6 sustainable and therefore is required to make a full and fair disclosure under South Carolina law.
7 P&G therefore had a duty to disclose the material facts as additional information in order to
8 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
9 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
10 representations were false when made.

11 392. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
12 the other South Carolina Class members to make their Charmin purchases. Plaintiffs were
13 unaware of these material facts, and had P&G communicated these material facts to consumers,
14 Plaintiffs and the other South Carolina Class members would not have purchased Charmin
15 products, or would not have purchased Charmin products at the prices they paid. Accordingly,
16 Plaintiffs and the other South Carolina Class members have suffered injury in fact, including lost
17 money or property, as a result of P&G's misrepresentations and omissions.

18 393. Accordingly, P&G is liable to Plaintiffs and the other South Carolina Class
19 members for damages in an amount to be proven at trial, including but not limited to, benefit-of-
20 the-bargain damages, restitution and/or diminution of value.

21 394. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
22 intent to defraud, and in reckless disregard of Plaintiffs' and other South Carolina Class
23 members' rights and the representations that P&G made to them, in order to enrich P&G. P&G's
24 conduct warrants an assessment of punitive damages in an amount sufficient to deter such
25 conduct in the future, which amount is to be determined according to proof.

1 **Y. Claims brought on behalf of the Tennessee Class**

2 **COUNT XLI**
3 **VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT**
4 **(Tenn. Code Ann. § 47-18-101, ET SEQ.)**

5 395. Plaintiffs hereby incorporate by reference the allegations contained in the
6 preceding paragraphs of this complaint.

7 396. This claim is brought by Plaintiffs on behalf of the Tennessee Class.

8 397. Tennessee Consumer Protection Act (Tennessee CPA) prohibits “[u]nfair or
9 deceptive acts or practices affecting the conduct of any trade or commerce,” including, but not
10 limited to, “[m]aking false or misleading statements of fact concerning the reasons for, existence
11 of, or amounts of price reductions.” Tenn. Code Ann. § 47-18-104.

12 398. Plaintiffs and Tennessee Class members are “natural persons” and “consumers”
13 within the meaning of Tenn. Code Ann. § 47-18-103(2).

14 399. Defendant is a “person” within the meaning of Tenn. Code Ann. § 47-18-103(2).

15 400. Defendant’s conduct complained of herein affected “trade,” “commerce,” or
16 “consumer transactions” within the meaning of Tenn. Code Ann. § 47-18-103(19).

17 401. Pursuant to Tenn. Code Ann. § 47-18-109(a), Plaintiffs seek monetary relief
18 against each Defendant measured as actual damages in an amount to be determined at trial, treble
19 damages as a result of Defendants’ willful or knowing violations, and any other just and proper
20 relief available under the Tennessee CPA.

21 **COUNT XLII**
22 **FRAUDULENT CONCEALMENT**
23 **(BASED ON TENNESSEE LAW)**

24 402. Plaintiffs incorporate by reference all preceding allegations as though fully set
25 forth herein.

26 403. Plaintiffs bring this Count on behalf of the Tennessee Class.

27 404. P&G intentionally concealed and suppressed material facts regarding its Charmin
28 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically

1 converting critically important old-growth forests into environmentally devastating
2 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
3 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

4 405. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
5 sustainable and therefore is required to make a full and fair disclosure under Tennessee law.
6 P&G therefore had a duty to disclose the material facts as additional information in order to
7 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
8 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
9 representations were false when made.

10 406. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
11 the other Tennessee Class members to make their Charmin purchases. Plaintiffs were unaware of
12 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
13 and the other Tennessee Class members would not have purchased Charmin products, or would
14 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
15 other Tennessee Class members have suffered injury in fact, including lost money or property, as
16 a result of P&G's misrepresentations and omissions.

17 407. Accordingly, P&G is liable to Plaintiffs and the other Tennessee Class members
18 for damages in an amount to be proven at trial, including but not limited to, benefit-of-the-
19 bargain damages, restitution and/or diminution of value.

20 408. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
21 intent to defraud, and in reckless disregard of Plaintiffs' and other Tennessee Class members'
22 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
23 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
24 future, which amount is to be determined according to proof.

1 **Z. Claims brought on behalf of the Texas Class**

2 **COUNT XLIII**
3 **FRAUDULENT CONCEALMENT**
4 **(BASED ON TEXAS LAW)**

5 409. Plaintiffs incorporate by reference all preceding allegations as though fully set
6 forth herein.

7 410. Plaintiffs bring this Count on behalf of the Texas Class.

8 411. P&G intentionally concealed and suppressed material facts regarding its Charmin
9 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
10 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
11 converting critically important old-growth forests into environmentally devastating
12 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
13 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

14 412. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
15 sustainable and therefore is required to make a full and fair disclosure under Texas law. P&G
16 therefore had a duty to disclose the material facts as additional information in order to make its
17 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
18 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
19 representations were false when made.

20 413. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
21 the other Texas Class members to make their Charmin purchases. Plaintiffs were unaware of
22 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
23 and the other Texas Class members would not have purchased Charmin products, or would not
24 have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other
25 Texas Class members have suffered injury in fact, including lost money or property, as a result
26 of P&G's misrepresentations and omissions.

27 414. Accordingly, P&G is liable to Plaintiffs and the other Texas Class members for
28 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
damages, restitution and/or diminution of value.

1 415. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
2 intent to defraud, and in reckless disregard of Plaintiffs’ and other Texas Class members’ rights
3 and the representations that P&G made to them, in order to enrich P&G. P&G’s conduct
4 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
5 future, which amount is to be determined according to proof.

6 **AA. Claims brought on behalf of the Utah Class**

7 **COUNT XLIV**
8 **VIOLATION OF THE UTAH CONSUMER SALE PRACTICES ACT**
9 **(UTAH CODE ANN. § 13-11-1, *ET SEQ.*)**

10 416. Plaintiffs hereby incorporate by reference the allegations contained in the
11 preceding paragraphs of this complaint.

12 417. This claim is brought by Plaintiffs on behalf of the Utah Class.

13 418. The Utah Consumer Sales Practices Act (Utah CSPA) makes unlawful any
14 “deceptive act or practice by a supplier in connection with a consumer transaction,” including,
15 but not limited to, “indicat[ing] that a specific price advantage exists, if it does not.” Utah Code
16 Ann. § 13-11-4. “An unconscionable act or practice by a supplier in connection with a consumer
17 transaction” also violates the Utah CSPA. Utah Code Ann. § 13-11-5.

18 419. Defendant knew, or had reason to know, that consumers would rely on
19 Defendant’s representations and omissions regarding the environmental sustainability of
20 Charmin Toilet Paper and chose to conceal, suppress and omit material facts required to make
21 their environmental claims not misleading. Defendant therefore engaged in an unconscionable
22 act within the meaning of Utah Code Ann. § 13-11-5.

23 420. Pursuant to Utah Code Ann. § 13-11-4, Plaintiffs seek monetary relief measured
24 as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory
25 damages in the amount of \$2,000 for each Plaintiff; reasonable attorneys’ fees; and any other just
26 and proper relief available under the Utah CSPA.

**COUNT XLV
FRAUDULENT CONCEALMENT
(BASED ON UTAH LAW)**

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3 421. Plaintiffs incorporate by reference all preceding allegations as though fully set
4 forth herein.

5 422. Plaintiffs bring this Count on behalf of the Utah Class.

6 423. P&G intentionally concealed and suppressed material facts regarding its Charmin
7 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
8 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
9 converting critically important old-growth forests into environmentally devastating
10 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
11 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

12 424. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
13 sustainable and therefore is required to make a full and fair disclosure under Utah law. P&G
14 therefore had a duty to disclose the material facts as additional information in order to make its
15 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
16 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
17 representations were false when made.

18 425. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
19 the other Utah Class members to make their Charmin purchases. Plaintiffs were unaware of these
20 material facts, and had P&G communicated these material facts to consumers, Plaintiffs and the
21 other Utah Class members would not have purchased Charmin products, or would not have
22 purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the other Utah
23 Class members have suffered injury in fact, including lost money or property, as a result of
24 P&G's misrepresentations and omissions.

25 426. Accordingly, P&G is liable to Plaintiffs and the other Utah Class members for
26 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
27 damages, restitution and/or diminution of value.
28

1 427. P&G’s acts were done wantonly, maliciously, oppressively, deliberately, with
2 intent to defraud, and in reckless disregard of Plaintiffs’ and other Utah Class members’ rights
3 and the representations that P&G made to them, in order to enrich P&G. P&G’s conduct
4 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
5 future, which amount is to be determined according to proof.

6 **BB. Claims brought on behalf of the Vermont Class**

7 **COUNT XLVI**
8 **VIOLATION OF THE VERMONT CONSUMER FRAUD ACT**
9 **(VT. STAT. ANN. TIT. 9, § 2451 ET SEQ.)**

10 428. Plaintiffs hereby incorporate by reference the allegations contained in the
11 preceding paragraphs of this complaint.

12 429. This claim is brought by Plaintiffs on behalf of the Vermont Class.

13 430. The Vermont Consumer Fraud Act (Vermont CFA) makes unlawful “[u]nfair
14 methods of competition in commerce, and unfair or deceptive acts or practices in
15 commerce” Vt. Stat. Ann. tit. 9, § 2453(a).

16 431. Defendant was a seller within the meaning of Vt. Stat. Ann. tit. 9, § 2451(a)(c).

17 432. Plaintiffs are entitled to recover “appropriate equitable relief” and “the amount of
18 [their] damages, or the consideration or the value of the consideration given by [them],
19 reasonable attorney’s fees, and exemplary damages not exceeding three times the value of the
20 consideration given by [them],” pursuant to Vt. Stat. Ann. tit. 9, § 2461(b).

21 **COUNT XLVII**
22 **FRAUDULENT CONCEALMENT**
23 **(BASED ON VERMONT LAW)**

24 433. Plaintiffs incorporate by reference all preceding allegations as though fully set
25 forth herein.

26 434. Plaintiffs bring this Count on behalf of the Vermont Class.

27 435. P&G intentionally concealed and suppressed material facts regarding its Charmin
28 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
converting critically important old-growth forests into environmentally devastating

1 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
2 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

3 436. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
4 sustainable and therefore is required to make a full and fair disclosure under Vermont law. P&G
5 therefore had a duty to disclose the material facts as additional information in order to make its
6 Charmin Sustainability Promise website (as well as P&G's other environmental claims including
7 on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
8 representations were false when made.

9 437. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
10 the other Vermont Class members to make their Charmin purchases. Plaintiffs were unaware of
11 these material facts, and had P&G communicated these material facts to consumers, Plaintiffs
12 and the other Vermont Class members would not have purchased Charmin products, or would
13 not have purchased Charmin products at the prices they paid. Accordingly, Plaintiffs and the
14 other Vermont Class members have suffered injury in fact, including lost money or property, as a
15 result of P&G's misrepresentations and omissions.

16 438. Accordingly, P&G is liable to Plaintiffs and the other Vermont Class members for
17 damages in an amount to be proven at trial, including but not limited to, benefit-of-the-bargain
18 damages, restitution and/or diminution of value.

19 439. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
20 intent to defraud, and in reckless disregard of Plaintiffs' and other Vermont Class members'
21 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
22 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
23 future, which amount is to be determined according to proof.

24 **CC. Claims brought on behalf of the West Virginia Class**

25 **COUNT XLVIII**
26 **FRAUDULENT CONCEALMENT**
(BASED ON WEST VIRGINIA LAW)

27 440. Plaintiffs incorporate by reference all preceding allegations as though fully set
28 forth herein.

1 441. Plaintiffs bring this Count on behalf of the West Virginia Class.

2 442. P&G intentionally concealed and suppressed material facts regarding its Charmin
3 Toilet Paper. These material facts included that (i) Charmin sources its wood pulp via industrial
4 logging practices such as clear cutting and burning; (ii) Charmin suppliers are systematically
5 converting critically important old-growth forests into environmentally devastating
6 Frankenforests; (iii) only a fraction of its wood pulp is sourced from FSC certified forests; and
7 (iv) the Rainforest Alliance continues to provide certification to Charmin products.

8 443. P&G voluntarily represented that its Charmin Toilet Paper was environmentally
9 sustainable and therefore is required to make a full and fair disclosure under West Virginia law.
10 P&G therefore had a duty to disclose the material facts as additional information in order to
11 make its Charmin Sustainability Promise website (as well as P&G's other environmental claims
12 including on its Charmin Toilet Paper packaging) not misleading. P&G also knew that these
13 representations were false when made.

14 444. P&G's omissions and/or misrepresentations alleged herein caused Plaintiffs and
15 the other West Virginia Class members to make their Charmin purchases. Plaintiffs were
16 unaware of these material facts, and had P&G communicated these material facts to consumers,
17 Plaintiffs and the other West Virginia Class members would not have purchased Charmin
18 products, or would not have purchased Charmin products at the prices they paid. Accordingly,
19 Plaintiffs and the other West Virginia Class members have suffered injury in fact, including lost
20 money or property, as a result of P&G's misrepresentations and omissions.

21 445. Accordingly, P&G is liable to Plaintiffs and the other West Virginia Class
22 members for damages in an amount to be proven at trial, including but not limited to, benefit-of-
23 the-bargain damages, restitution and/or diminution of value.

24 446. P&G's acts were done wantonly, maliciously, oppressively, deliberately, with
25 intent to defraud, and in reckless disregard of Plaintiffs' and other West Virginia Class members'
26 rights and the representations that P&G made to them, in order to enrich P&G. P&G's conduct
27 warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
28 future, which amount is to be determined according to proof.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the State Classes, respectfully request that the Court enter judgment in their favor and against P&G, as follows:

- A. Certification of the proposed State Law Classes, including appointment of Plaintiffs’ counsel as Class Counsel;
- B. An order temporarily and permanently enjoining P&G from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged herein;
- E. Costs, restitution, damages, including punitive damages, and disgorgement in an amount to be determined at trial;
- F. An order requiring P&G to pay both pre- and post-judgment interest on any amounts awarded;
- G. An award of costs and attorneys’ fees; and
- H. Such other or further relief as may be appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all claims so triable.

1 DATED: January 16, 2025

Respectfully submitted,

2 HAGENS BERMAN SOBOL SHAPIRO LLP

3 By: /s/ Steve W. Berman

4 Steve W. Berman (WSBA No. 12536)

5 By: /s/ Catherine Y.N. Gannon

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