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and the Proposed Class*

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

JAMES WEEKS, individually and on  
behalf of all others situated;

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., a  
Delaware corporation, and DOES 1  
through 100, inclusive,

Defendants.

Case No. 2:19-cv-6780

**CLASS ACTION COMPLAINT**

1. Violations of the Consumer Legal Remedies Act, Cal. Civ. C. §§ 1750, *et seq.*
2. Violations of Unfair Competition Law, 'Unfair' and 'Fraudulent' Prongs, Cal. Bus. & Prof. C. §§ 17200, *et seq.*
3. Violations of Unfair Competition Law, 'Unlawful' Prong, Cal. Bus. & Prof. C. §§ 17200, *et seq.*

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1 Plaintiff JAMES WEEKS (“Plaintiff”), by his undersigned counsel, on behalf  
2 of himself and all persons similarly situated, brings this Class Action Complaint  
3 against Defendant Home Depot U.S.A., Inc. (“Home Depot” or “Defendant”).  
4 Plaintiff alleges the following upon information and belief, except for those  
5 allegations that pertain to Plaintiff, which are based on Plaintiffs’ personal  
6 knowledge:

### 7 **NATURE OF THE ACTION**

8 1. Plaintiff, by and through undersigned counsel, brings this action both on  
9 his own behalf and on behalf of the Class defined below, comprised of all individuals  
10 similarly situated within the State of California, to redress the unlawful and deceptive  
11 practices employed by Home Depot in connection with its sale of the herbicide  
12 Roundup<sup>®</sup>, which contains the active ingredient glyphosate. Glyphosate is known to  
13 be a Class 2A herbicide, meaning it is probably carcinogenic to humans.

14 2. Defendant markets, advertises, distributes and sells various formulations  
15 of Roundup<sup>®</sup> which Plaintiff maintains are defective, dangerous to human health,  
16 unfit and unsuitable to be marketed and sold in commerce without proper warnings  
17 and directions as to the dangers associated with its use.

18 3. Defendant’s reckless, knowing, and/or willful omission of the  
19 carcinogenic and/or otherwise harmful components to Roundup<sup>®</sup> products constitutes  
20 unlawful and deceptive business practices violate California’s Consumer Legal  
21 Remedies Act, Cal. Civ. C. §§ 1750, *et seq.* (the “CLRA”) and the Unfair  
22 Competition Law, Cal. Bus. & Prof. C. §§ 17200, *et seq.* (the “UCL”).

### 23 **JURISDICTION AND VENUE**

24 4. Jurisdiction is proper in this Court pursuant to the Class Action Fairness  
25 Act, 28 U.S.C. § 1332(d) (“CAFA”). Defendant is either incorporated and/or has its  
26 principal place of business outside the state in which Plaintiff and members of the  
27 proposed Class reside. Furthermore, there are more than 100 Class Members and the

28 amount in controversy exceeds \$5,000,000 exclusive of interest and costs.



1 Court to amend this Complaint to reflect the true names and capacities of the DOE  
2 Defendants when such identities become known.

3 10. "Roundup" refers to all formulations of the Roundup<sup>®</sup> products sold by  
4 Defendant, including, but not limited to, Roundup Landscape Weed Preventer,  
5 Roundup Ready-To-Use Killer III with Sure Shot Wand, Roundup Ready-To-Use  
6 Weed & Grass Killer III with Comfort Wand, Roundup Ready-to-Use Weed & Grass  
7 Killer III with Pump 'N Go 2 Sprayer, Roundup Ready-To-Use Weed & Grass Killer  
8 III, Roundup Precision Gel Weed & Grass Killer, Roundup for Lawns Bug  
9 Destroyer, Roundup For Lawns Ready-to-Use, Roundup For Lawns<sub>1</sub> Ready-to-Spray,  
10 Roundup For Lawns<sub>3</sub> Ready-to-Spray, Roundup For Lawns<sub>2</sub> Concentrate, Roundup  
11 for Lawns Crabgrass Destroyer<sub>1</sub>, Roundup Ready-To-Use Max Control 365 with  
12 Comfort Wand, Roundup Concentrate MAX Control 365, Roundup Ready-To-Use  
13 Extended Control Weed & Grass Killer Plus Weed Preventer II with Comfort Wand,  
14 Roundup Ready-To-Use Extended Control Weed & Grass Killer Plus Weed  
15 Preventer II with Pump 'N Go 2 Sprayer, Roundup Ready-To-Use Extended Control  
16 Weed & Grass Killer Plus Weed Preventer II with Trigger Sprayer, Roundup  
17 Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer, Roundup  
18 Ready-To-Use Poison Ivy Plus Tough Brush Killer with Trigger Sprayer, Roundup  
19 Ready-To-Use Poison Ivy Plus Tough Brush Killer with Comfort Wand, Roundup  
20 Concentrate Poison Ivy Plus Tough Brush Killer, Roundup Weed & Grass Killer  
21 Concentrate Plus, Roundup For Lawns<sub>2</sub> Concentrate, Roundup Weed & Grass Killer  
22 Super Concentrate, Roundup Weed & Grass Killer Super Concentrate, Roundup  
23 Concentrate MAX Control 365, Roundup Concentrate Extended Control Weed &  
24 Grass Killer Plus Weed Preventer, Roundup Concentrate Poison Ivy Plus Tough  
25 Brush Killer, Roundup Pro No Leak Pump Backpack Sprayer (4 Gallon), Roundup  
26 Pro Sprayer for Commercial Use (2 or 3 Gallon), Roundup No Leak Pump Backpack  
27 Sprayer (4 Gallon), Roundup Pro No Leak Pump Backpack Sprayer with Stainless  
28 Steel Components and Deluxe Comfort Harness (4 Gallon), Roundup Multi-Use

1 Home and Garden Sprayer (1, 2, or 3 Gallon), or any other formulation thereof  
2 containing the active ingredient glyphosate.

3 11. Defendant transacted and conducted business within the State of  
4 California that relates to the allegations in this Complaint.

5 12. Defendant derived substantial revenue from goods and products used in  
6 the State of California.

7 13. Defendant purposefully availed itself of the privilege of conducting  
8 activities within the State of California, thus invoking the benefits and protections of  
9 its laws.

10 14. Defendant advertises and sell goods, specifically Roundup, in Ventura  
11 County, California.

## 12 **FACTUAL ALLEGATIONS**

### 13 **A. Warnings on Roundup Products at Defendant's Retail Locations are** 14 **Inadequate.**

15 15. Roundup is sold at Home Depot locations throughout the United States,  
16 including California. Its labeling is not altered between manufacture and points of  
17 sale at Defendant's retail locations. An exemplar picture of the Roundup's front label  
18 is attached hereto as "Exhibit A."

19 16. As indicated on Roundup's labeling, glyphosate is the active ingredient  
20 in Roundup. *Id.* Glyphosate is a nonselective herbicide that inhibits plant growth  
21 through interference with the production of essential aromatic amino acids. It was  
22 discovered to be an herbicide in 1970 and was first brought into the market as  
23 Roundup by Monsanto Company in 1974.

24 17. Roundup's labeling provides certain warnings, such as, "Keep Out of  
25 Reach of Children" and "Caution." But the only identified hazard identified is that it  
26 may cause "moderate eye irritation."  
27  
28

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