

LATHAM & WATKINS LLP
Daniel Scott Schechter (Bar No. 171472)
daniel.schechter@lw.com
Michael J. Reiss (Bar No. 275021)
michael.reiss@lw.com
355 South Grand Avenue
Los Angeles, California 90071
Telephone: +1.213.485.1234
Facsimile: +1.213.891.8763

Attorneys for Defendants Edgewell Personal
Care Company, Playtex Products, LLC, and
Sun Pharmaceuticals, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FELIPE ROMERO, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

EDGEWELL PERSONAL CARE
COMPANY, a foreign business
corporation; PLAYTEX PRODUCTS,
LLC, f/k/a PLAYTEX PRODUCTS,
INC., a foreign limited liability
corporation; and SUN
PHARMACEUTICAL, LLC, a foreign
business corporation,

Defendants.

Case No.

**NOTICE OF REMOVAL OF
ACTION PURSUANT TO
28 U.S.C. §§ 1332(d), 1441, 1446,
AND 1453**

**(CLASS ACTION FAIRNESS
ACT)**

[Los Angeles Superior Court Case
No. BC626661]

[State Court Complaint Filed: July
12, 2016]

**TO THE CLERK OF THE ABOVE-ENTITLED COURT, AND TO
PLAINTIFF AND HIS ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, Defendants Edgewell Personal Care Company, Playtex Products, LLC and Sun Pharmaceuticals, LLC¹ (collectively, “Defendants”) hereby give notice of removal of this action from the Superior Court of the State of California in and for the County of Los Angeles to the United States District Court for the Central District of California. As described in detail below, removal is proper under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because (1) minimal diversity exists; (2) the proposed class consists of more than 100 members; and (3) the amount in controversy is \$5 million or more, aggregating all claims and exclusive of interests and costs.

I. FACTUAL BACKGROUND

1. On July 12, 2016, Plaintiff Felipe Romero (“Plaintiff”) filed a putative class action complaint against Defendants in the Superior Court of Los Angeles County, California, styled *Romero v. Edgewell Personal Care Company, et al.*, Case No. BC626661 (the “Complaint”). A true and correct copy of the Complaint is attached hereto as Exhibit A.

2. The Complaint asserts a variety of claims on behalf of Plaintiff and a proposed California class of “consumers who purchased a product in the Banana Boat Kids SPF 50 product line” (the “Proposed Class”). (*See* Compl., ¶ 28.)

3. On behalf of the Proposed Class, Plaintiff asserts claims for violations of the California Unfair Competition Law (Business & Professions Code Section 17200 *et seq.*), California False Advertising Law (Business & Professions Code Section 17500 *et seq.*), California Consumer Legal Remedies Act (Civil Code Section 1750 *et seq.*), and for breach of express warranty. (*See id.*, ¶¶ 37-84.)

¹ Sun Pharmaceuticals, LLC is incorrectly identified in the Complaint as Sun Pharmaceutical, LLC.

4. On behalf of the Proposed Class, Plaintiff asserts claims based on Defendants' alleged false advertising of its Banana Boat Kids SPF 50 line as providing superior UVB protection as compared to comparable lower valued SPF products. (*See id.*, ¶¶ 39, 56, 69, 80.)

II. GROUNDS FOR REMOVAL

5. Plaintiff's claims are removable because CAFA provides this Court with jurisdiction. *See* 28 U.S.C. §§ 1332(d), 1453. CAFA extends federal jurisdiction over class actions where: (1) any member of the proposed class is a citizen of a State different from any defendant (*i.e.*, minimal diversity exists); (2) the proposed class consists of more than 100 members; and (3) the amount in controversy is \$5 million or more, aggregating all claims and exclusive of interests and costs. *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B).² As shown in detail below, each of these requirements is met in this action.

A. Minimal Diversity Exists Between Plaintiff And Defendants.

6. Minimal diversity exists under CAFA when "any member of a class of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. §1332(d)(2)(A).

7. Here, Plaintiff is a citizen of California. (*See* Compl., ¶ 9.)

8. Defendant Edgewell Personal Care Company is a Missouri corporation, with its principal place of business in Shelton, Connecticut. (Declaration of Minna K. Raffin ("Raffin Decl."), ¶ 2.) Edgewell Personal Care Company is not a citizen of California. *See* 28 U.S.C. § 1331(c)(1). Accordingly, minimal diversity exists between Plaintiff and Edgewell Personal Care Company under CAFA.

² A "class action" includes any civil action filed under Federal Rule of Civil Procedure 23, or "similar State statute or rule of judicial procedure," such as California Code of Civil Procedure § 1781. *See* 28 U.S.C. § 1332(d)(1)(B). (*See also* Compl., ¶¶ 28-36.)

9. Defendant Playtex Products, LLC is a Delaware limited liability company, with its principal place of business in Shelton, Connecticut. (Raffin Decl., ¶ 3.) Playtex Products, LLC is not a citizen of California. *See* 28 U.S.C. § 1331(c)(1). Accordingly, minimal diversity exists between Plaintiff and Playtex Products, LLC under CAFA.

10. Defendant Sun Pharmaceuticals, LLC is a Delaware limited liability company, with its principal place of business in Dover, Delaware. (Raffin Decl., ¶ 4.) Sun Pharmaceuticals, LLC is not a citizen of California. *See* 28 U.S.C. § 1331(c)(1). Accordingly, minimal diversity exists between Plaintiff and Sun Pharmaceuticals, LLC under CAFA.

B. The Proposed Class Consists Of At Least 100 Members.

11. As noted above, Plaintiff proposes a class which encompasses all persons in California who purchased a product in the Banana Boat Kids SPF 50 product line. (*See* Compl., ¶ 28.)

12. Plaintiff alleges, on information and belief, that “the proposed Class contains thousands of purchasers of the Banana Boat Kids SPF 50 products.” (*Id.*, ¶ 29.)

13. Thus, based on Plaintiff’s allegations, the Court can properly conclude that the Proposed Class consists of more than 100 members, in satisfaction of 28 U.S.C. § 1332(d)(5)(B).

C. The Amount In Controversy Exceeds \$5 Million.

14. For purposes of proving the requisite amount in controversy under CAFA, a defendant need only make “a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). In analyzing the amount in controversy, a court “must assume that the allegations of the complaint are true and assume that a jury will return a verdict for the plaintiff on all claims made in the complaint.” *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F.

Supp. 2d 993, 1001 (C.D. Cal. 2002). In short, the question is what amount is put “in controversy” by the plaintiff, not what is ultimately provable or likely to be awarded. *See, e.g., Rippee v. Boston Market Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005) (“It’s not a question as to what you would owe. It’s a question as to what is in controversy.”); *Scherer v. Equitable Life Assurance Society of the U.S.*, 347 F.3d 394, 399 (2d Cir. 2003) (provable damages not considered for the amount in controversy; rather, it is the amount put in controversy by plaintiff’s complaint).

15. Here, Plaintiff seeks damages for the Plaintiff and the Proposed Class “in the amount of the price of the Products they purchased.” (Compl., ¶ 84, Prayer for Relief, (B).) Plaintiff further seeks restitution and disgorgement of Defendants’ revenues. (*Id.*, Prayer for Relief, (C).)

16. Defendants estimate that approximately 900,000 Banana Boat Kids SPF 50 products have been sold in California since the beginning of 2015, at an average price of approximately \$7.30. (*See Raffin Decl.*, ¶¶ 6-7.) Thus, the amount Plaintiff has put in controversy for the Proposed Class is at least \$6.8 million – that is, well in excess of \$5,000,000.

17. Based on the foregoing, the amount in controversy for this action exceeds the \$5 million threshold, in satisfaction of 28 U.S.C. § 1332(d)(6).³

18. Plaintiff bears the burden of showing that an exception to CAFA applies. *See, e.g., Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021-22 (9th Cir. 2007). In any event, no such exception applies here. *See id.* at 1022-23.

III. COMPLIANCE WITH REMOVAL STATUTES

19. This Notice of Removal is properly filed in the United States District Court for the Central District of California, because the Superior Court of Los

³ Defendants dispute the allegations in the Complaint and deny that Plaintiff or other members of the Proposed Class are entitled to any damages. In arguing that the amount in controversy exceeds \$5 million, Defendants are not making any admission of liability or concession of either the amount of, or proper method for calculating or ascertaining, any alleged damages to Plaintiff or the Proposed Class he purports to represent.

1 Angeles County, California is located in this federal judicial district. *See* 28
2 U.S.C. § 1441(a).

3 20. This Notice of Removal is signed pursuant to Rule 11 of the Federal
4 Rules of Civil Procedure. *See* 28 U.S.C. § 1446(a).

5 21. The Complaint still has not been served on Defendants. Accordingly,
6 this Notice is timely under 18 U.S.C. § 1446(b), as it is filed within 30 days of
7 service.

8 22. Pursuant to 28 U.S.C. § 1446(a), a copy of the Complaint is attached.
9 *See* Ex. A.

10 23. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is
11 being served upon counsel for Plaintiff, and a copy, along with a Notice of Filing
12 of the Notice of Removal, is being filed with the Clerk of the Superior Court of
13 Los Angeles County, California.

14 **IV. CONCLUSION**

15 24. For the foregoing reasons, Defendants respectfully request that this
16 Court exercise jurisdiction over this action and enter orders and grant relief as may
17 be necessary to secure removal.

18
19 Dated: August 11, 2016 LATHAM & WATKINS LLP

20
21 By /s/ Daniel Scott Schecter
22 Daniel Scott Schecter
23 Attorneys for Defendants
24
25
26
27
28

EXHIBIT A

A7260
00280
CA

Justin Farahi (State Bar No. 298086)
Raymond M. Collins (State Bar No. 199071)
FARAH LAW FIRM, APC
22760 Hawthorne Boulevard, Suite 230
Torrance, California 90505
Telephone: (310) 774-4500
Fax: (424) 295-0557

FILED
Superior Court of California
County of Los Angeles

JUL 12 2016

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

Attorneys for Plaintiff,
FELIPE ROMERO

D322 William F. Highberger
SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FELIPE ROMERO, on behalf of himself and all
others similarly situated,

CASE NO.: BC 6 2 6 6 6 1

Plaintiffs,

CLASS ACTION COMPLAINT FOR:

vs.

1. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
2. Violation of False Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*);
3. Violation of Consumers Legal Remedy Act (Cal. Civ. Code §§ 1750 *et seq.*); and
4. Breach of Express Warranty

EDGEWELL PERSONAL CARE COMPANY,
a foreign business corporation; PLAYTEX
PRODUCTS, LLC, f/k/a PLAYTEX
PRODUCTS, INC., a foreign limited liability
corporation; and SUN PHARMACEUTICAL,
LLC, a foreign business corporation,

Defendants.

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff Felipe Romero ("Plaintiff") brings this action on behalf of himself and all others similarly situated against Defendants EDGEWELL PERSONAL CARE COMPANY ("Edgewell"), PLAYTEX PRODUCTS, LLC f/k/a PLAYTEX PRODUCTS, INC. ("Playtex"), and SUN PHARMACEUTICAL, LLC, ("Sun Pharmaceutical") (collectively, "Defendants") and states:

1

CLASS ACTION COMPLAINT

EXHIBIT A

FARAH LAW FIRM, APC

07/12/2016

RECEIPT # CCH95707033
DATE PAID 07/22/16 11:12 AM
PAYMENT: \$1,435.00
RECEIVED: 310
\$1,435.00
\$0.00
\$0.00
\$0.00

CIT/CASE: BC626661
LEA/DEF#:

FARAHI LAW FIRM, APC

9107771/20

1. Defendants distribute, market and sell sunscreen products and several products with a SPF of 50 for children ("Banana Boat" or "the Banana Boat Kids SPF 50 Products").

2. The SPF value indicates the level of sunburn protection provided by the sunscreen product. All sunscreens must be tested according to a SPF test procedure. The test measures the amount of ultraviolet (UV) radiation it takes to cause sunburn when a person is using a sunscreen in comparison to how much UV exposure it takes to cause a sunburn when they do not use a sunscreen. The product is then labeled with the appropriate SPF value indicating the amount of sunburn protection provided by the product. Because SPF values are determined from a test that measures protection against sunburn caused by ultraviolet B (UVB) radiation, SPF values Only indicate a sunscreen's UVB protection

3. Consumers have become familiar with SPF values because SPF values have appeared on sunscreen product labels for many decades. Consumers have learned to associate higher SPF values with greater sun protection. Consumers reasonably assume that a product with a SPF of 50 (like Banana Boat Kids SPF 50 Sunscreen) provides more UVB protection than that of another sunscreen product with a SPF lower than 50. It does not. In fact, the Banana Boat Kids SPF 50 product provides none of the protection that the labels on the containers claim to provide.

4. Defendants deception carried onto the Banana Boat website in which Defendants claim, "Banana Boat Kids SPF 50 Product is equipped with Broad-Spectrum UVA and UVB protection" and their "exclusive, tear-free, string-free formula lets them run around outside safely protected from the sun."¹

5. Defendants were aware, or should have been aware, for years that Banana Boat Kids SPF 50 sunscreen product does not contain the UV protection that the Defendants advertise, leading the Plaintiff and Class members to trust on a product which contains inaccurate and significantly inflated SPF number that does not perform as advertised.

¹ <http://www.bananaboat.com/products/spf50-tear-free-sunscreen>

FARAHI LAW FIRM, APC

9102771170

6. Defendants have employed numerous methods to convey its uniform, deceptive UVB protection claims to consumers, including advertising inserts, the internet and, importantly, on the Banana Boat Kids SPF 50 products labels where they cannot be missed by consumers. The stated SPF value is the most pertinent information on a sunscreen label. The information on the labels of Banana Boat Kids SPF 50 are false and misleading, and have deceived the public.

7. The only reason a consumer would purchase a product from the premium priced Banana Boat SPF Kids 50 products instead of less expensive, lower SPF value but otherwise comparable sunscreen products, including the Banana Boat products, is to obtain a sunscreen product with a proportionally greater sunburn protection, which the Banana Boat Kids SPF 50 products does not provide. With notice and knowledge of its product misrepresentations or omissions, Defendants have not offered to compensate its customer to remedy their damages.

8. Plaintiff brings this action on behalf of himself and other similarly situated consumers who have purchased the Banana Boat Kids SPF 50 product to halt the dissemination of this false, misleading and deceptive advertising message, correct the false and misleading perception it has created in the minds of consumers, and obtain redress for those who have purchased this products.

PARTIES

9. Plaintiff Felipe Romero resides in South Gate, California. In or around July 2016, Plaintiff was exposed to and saw Defendants' superior UVB protection claims by reading the Banana Boat Kids SPF 50 Sunscreen Lotion label. In reliance on the superior UVB protection claim, Plaintiff purchased Banana Boat Kids SPF 50 Sunscreen Lotion at a CVS Pharmacy near his home in the Los Angeles area of South Gate, California. He paid approximately \$11.49 for the product that would allow his nieces to run around outside and be protected from harmful UVB rays. The Banana Boat Kids SPF 50 Sunscreen Lotion Plaintiff purchased did not provide proportionally greater sunburn protection as represented. As a result, Plaintiff suffered injury and lost money. Had Plaintiff known the truth about Defendants'

FARAH LAW FIRM, APC

9107771710

1 misrepresentations and omissions, he would not have purchased the Banana Boat Kids SPF 50
2 Sunscreen Lotion.

3 10. Defendant Edgewell is a foreign business corporation headquartered in Shelton,
4 Connecticut. From its headquarters in Connecticut, Edgewell, manufactures, distributes,
5 markets and/or sells the Banana Boat Kids SPF 50 products to consumers nationwide and
6 created the superior UVB protection claims, which it caused to be disseminated to consumers
7 nationwide.

8 11. Defendant Playtex is a Delaware foreign limited liability corporation with its
9 principal place of business in Shelton, Connecticut. Playtex is a wholly owned subsidiary of
10 Edgewell. From its principal place of business in Delaware, Playtex manufactures, distributes,
11 markets and/or sells the Banana Boat Kids SPF 50 sunscreen collection to consumers
12 nationwide and created the superior UVB protection claims, which it caused to be
13 disseminated to consumers nationwide.

14 12. Defendant Sun Pharmaceuticals is a Delaware corporation headquartered at Dover,
15 Delaware. Sun Pharmaceuticals is a subsidiary of Edgewell. From its headquarters in
16 Delaware, Sun Pharmaceuticals manufactures, distributes, markets and/or sells the Banana
17 Boat Kids SPF 50 Sunscreen collection to consumers nationwide and created the superior
18 UVB protection claims, which it caused to be disseminated to consumers nationwide.

19 JURISDICTION AND VENUE

20 13. This Court has subject matter jurisdiction over this action under the
21 California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*), the
22 California False Advertising Law (Cal. Bus. & Prof. Code §§ 17500 *et seq.*), and
23 the California Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*).

24 14. This Court has personal jurisdiction over Defendants because Defendants
25 conduct business in California. Defendants have marketed, promoted, distributed, and
26 sold the Banana Boat Kids SPF 50 Line of Products in California and Defendants have
27 sufficient minimum contacts with this State and/or sufficiently avail themselves of the
28

1 markets in this State through their promotion, sales, distribution and marketing within
2 this State to render the exercise of jurisdiction by this Court permissible.

3 15. Venue is proper in this Court because Code of Civil Procedure §§ 395 and 395.5
4 and case law interpreting those sections provide that if a foreign business entity fails to
5 designate with the office of the California Secretary of State a principal place of business in
6 California, it is subject to being sued in any county that a plaintiff desires. On information and
7 belief, Defendants are foreign business entities that have failed to designate a principal place of
8 business with the office of the Secretary of State as of the date this Complaint was filed.
9 Further, Code of Civil Procedure § 395.5 provides that a corporation may be sued in the
10 county where an obligation arises or a breach occurs.

11 **FACTUAL ALLEGATIONS**

12 **The Banana Boat Kids SPF 50 Products**

13 16. Defendants distribute, market, and sell a variety of products for the skin, hair,
14 and face. This lawsuit concerns the Banana Boat Kids SPF 50 products, a line of sunscreen
15 products labeled with a SPF of 50. The Banana Boat Kids SPF 50 products are sold online
16 and at a variety of third-party retailers including Wal-Mart, Target, Overstock.com, eBay.com,
17 Amazon.com, Walgreens and CVS. Banana Boat Kids SPF 50 sunscreen can be purchased
18 from the Banana Boat website in an 8oz and 2oz lotion Tube, a 12oz family size lotion pump
19 bottle, and a 6oz lotion spray can that provide "broad-spectrum UVA and UVB protection."

20 17. Since launching the Banana Boat Kids SPF 50 products, Defendants have consistently
21 conveyed the message to consumers throughout the United States, including California, that
22 the Banana Boat Kids SPF 50 products provides superior UVB protection compared to
23 comparable lower SPF valued products, including the Banana Boat SPF 50 Products. They do
24 not. Defendants' superior UVB protection claims are false, misleading and deceptive.

25 **Banana Boat Kids SPF 50 Purchase by Plaintiff**

26 18. In June 2016, an 8oz. tube of Banana Boat Kids SPF 50 sunscreen was purchased
27 by Plaintiff. The following is the product purchased:

[Intentionally Left Blank]



Fig.1 Front of Tube Detail

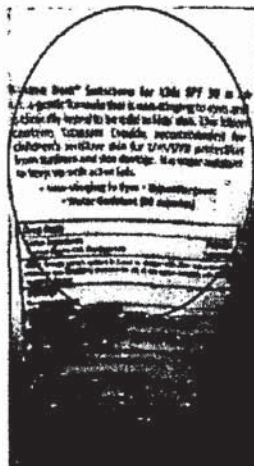


Fig.2 Back of Tube Detail



Fig.3 Back of Tube

Fig. 1 Front of Tube

19. As clearly illustrated by figure 1, the tube indicates that the content it contains has UVA/UVB Protection in the form of sunscreen lotion with "Broad Spectrum SPF 50".

20. The back of the container stated, "Banana Boat Sunscreen for Kids SPF 50 is an

1 ultra-gentle formula that is non-stinging to eyes and is clinically tested to be mild on kids'
2 skin."(see Fig. 2 and Fig. 3)

3 21. The purchase was conducted by Plaintiff, on the assumption that the product
4 contained the advertised SPF level of protection. Plaintiff, under reasonable belief, decided to
5 purchase the product. Had Plaintiff known the product did not contain the advertised SPF
6 level, he would not have purchased the sunscreen.

7 22. Plaintiff sustained injury through his purchase of the Banana Boat Kids SPF 50
8 sunscreen as he was deceived into purchasing a product based on the Defendants' claim that
9 the product provided superior UVB protection compared to less expensive, lower SPF value.

10 **Consumer Report Research of Banana Boat Kids SPF 50 Sunscreen**

11 23. A sunscreen's SPF value is calculated by comparing the time needed for a
12 person to burn unprotected with how long it takes for that person to burn wearing sunscreen.
13 So a person who turns red after 20 minutes of unprotected sun exposure is theoretically
14 protected 15 times longer if they adequately apply SPF 15. Importantly, the SPF rating
15 system is non-linear. Also importantly, scientific studies establish that sunscreen products
16 with SPF values over 50 provide no additional clinical benefit to consumers. SPF 100 blocks
17 99 percent of UV rays, while SPF 50 blocks 98 percent, an immaterial difference that yields
18 no clinical benefit to consumers.

19 24. Consumer Report have conducted an independent evaluation of SPF value in large
20 amounts of sunscreens and concluded that 48% of the products tested fall below the
21 SPF level advertised.

22 25. The research conducted by Consumer Report in May, 2016 revealed that one of the
23 "most problematic products were Banana Boat Kids Tear-Free, String-Free Lotion...which
24 [was] labeled as SPF 50 but [was] found to have only SPF 8".
25
26
27
28

Brand & Model	Price	Ratings and Test Results						
		Overall score	UVA	SPF	Type	Cost per oz. (\$)	Active ingredients	Tested SPF
Lotion	Price	0 P F O W B	UVA	SPF	Type	Cost per oz. (\$)	Active ingredients	Tested SPF

Brand & Model	Price	Ratings and Test Results						
		Overall score	UVA	SPF	Type	Cost per oz. (\$)	Active ingredients	Tested SPF
Lotion	Price	0 P F O W B	UVA	SPF	Type	Cost per oz. (\$)	Active ingredients	Tested SPF
Banana Boat Kids Tear-Free, Sting-Free Lotion SPF 50 ³	\$10.00	21	●	●	Lotion	1.25	Titanium Dioxide 3.1%, Zinc Oxide 4%	8

26. Defendants have not advised either Plaintiff or putative Class members that their sunscreen products do not contain the UV protection than Defendants otherwise advertised, allowing the Plaintiff and Class members to depend on the effectiveness of the product based upon a false and inflated SPF

27. Defendants partook in the above-described actionable statement, omissions and concealment that the representations were false and/or misleading, and with the intent that rely upon such concealment, suppression and omissions.

CLASS DEFINITION AND ALLEGATIONS

28. This action is brought and may be properly maintained as a class action pursuant to California Code of Civil Procedure section 382. This action satisfies the numerosity, predominance, typicality, adequacy, and superiority requirements of those provisions. It seeks certification of the following Class:

All California consumers who purchased a product in the Banana Boat Kids SPF 50 product line, within the applicable statute of limitations,

for personal use until the date notice is disseminated.

Excluded from this Class are Defendants and its officers, directors and employees and those who purchased a Product in the Banana Boat SPF 50 product line for the purpose of resale.

29. **Numerosity.** The members of the Class are so numerous that joinder of all members of the Class is impracticable. Plaintiff is informed and believes that the proposed Class contains thousands of purchasers of the Banana Boat Kids SPF 50 products who have been damaged by Defendants conduct as alleged herein. The precise number of Class members is unknown to Plaintiff.

30. **Existence and Predominance of Common Questions of Law and Fact.** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

- (a) whether the claims discussed above are true, or are misleading, or objectively reasonably likely to deceive;
- (b) whether Defendants' alleged conduct violates public policy;
- (c) whether the alleged conduct constitutes violations of the laws asserted;
- (d) whether Defendants engaged in false or misleading advertising;
- (e) whether Plaintiff and Class members have sustained monetary loss and the proper measure of that loss; and
- (f) whether Plaintiff and Class members are entitled to other appropriate remedies, including corrective advertising and injunctive relief.

31. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class because, *inter alia*, all Class members were injured through the uniform misconduct described above and were subject to Defendants' deceptive superior UVB protection claims that accompanied each and every product in the Banana Boat Kids SPF 50 products. Plaintiff is advancing the same claims and legal theories on behalf of himself and all members of

1 the Class.

2 32. *Adequacy of Representation.* Plaintiff will fairly and adequately protect the
3 interests of the members of the Class, Plaintiff has retained counsel experienced in complex
4 consumer class action litigation, and Plaintiff intends to prosecute this action vigorously.
5 Plaintiff has no adverse or antagonistic interests to those of the Class.

6 33. *Superiority.* A class action is superior to all other available means for the fair and
7 efficient adjudication of this controversy. The damages or other financial detriment suffered
8 by individual Class members is relatively small compared to the burden and expense that
9 would be entailed by individual litigation of their claims against Defendants. It would thus
10 be virtually impossible for Plaintiff and Class members, on an individual basis, to obtain
11 effective redress for the wrongs done to them. Furthermore, even if Class members could
12 afford such individualized litigation, the court system could not. Individualized litigation
13 would create the danger of inconsistent or contradictory judgments arising from the same
14 set of facts. Individualized litigation would also increase the delay and expense to all parties
15 and the court system from the issues raised by this action. By contrast, the class action
16 device provides the benefits of adjudication of these issues in a single proceeding,
17 economies of scale, and comprehensive supervision by a single court, and presents no
18 unusual management difficulties under the circumstances here.

19 34. The Class also may be certified because Defendants have acted or refused to act on
20 grounds generally applicable to the Class thereby making appropriate final declaratory
21 and/or injunctive relief with respect to the members of the Class as a whole.

22 35. Plaintiff seeks preliminary and permanent injunctive and equitable relief on
23 behalf of the entire Class, on grounds generally applicable to the entire Class, to enjoin
24 and prevent Defendants from engaging in the acts described, and requiring Defendants to
25 provide full restitution to Plaintiff and Class members.

26 36. Unless a Class is certified, Defendants will retain monies received as a result of its
27 conduct that were taken from Plaintiff and Class members. Unless a Class-wide injunction is
28

1 issued, Defendants will continue to commit the violations alleged, and the members of the
2 Class and the general public will continue to be misled.

3 COUNT I

4 Violation of Business & Professions Code §17200, *et seq.*

5 37. Plaintiff repeats and re-alleges the allegations contained in the paragraphs
6 above, as if fully set forth herein.

7 38. Plaintiff brings this claim individually and on behalf of the Class.

8 39. As alleged herein, Plaintiff has suffered injury in fact and lost money or
9 property as a result of Defendants' conduct because he purchased a product from the
10 Banana Boat Kids SPF 50 products in reliance on Defendants' UVB protection claims, but
11 did not receive a product that provides superior UVB protection as compared to comparable
12 lower valued SPF products, including the Banana Boat products.

13 40. The Unfair Competition Law, Business & Professions Code §17200, *et seq.*
14 ("UCL"), prohibits any "unlawful," "fraudulent" or "unfair" business act or practice and any
15 false or misleading advertising. In the course of conducting business, Defendants committed
16 unlawful business practices by, *inter alia*, making the UVB protection claims (which also
17 constitutes advertising within the meaning of §17200 and omissions of material facts, as set
18 forth more fully herein, and violating Civil Code §§1572, 1573, 1709, 1711, 1770 and
19 Business & Professions Code §§17200, *et seq.*, 17500, *et seq.*, and the common law.

20 41. As alleged herein, Plaintiff has suffered injury in fact and lost money or
21 property as a result of Defendants' conduct because she purchased a product from the Banana
22 Boat Kids SPF 50 products in reliance on Defendants' UVB protection claims, but did not
23 receive a product that provides superior UVB protection as compared to comparable lower
24 valued SPF products, including the Banana Boat products.

25 42. The UCL prohibits any "unlawful," "fraudulent" or "unfair" business act or
26 practice and any false or misleading advertising. In the course of conducting business,
27 Defendants committed unlawful business practices by, *inter alia*, making the UVB protection
28

FARAHI LAW FIRM, APC

9102771710

1 claims (which also constitutes advertising within the meaning of §17200 and omissions of
 2 material facts, as set forth more fully herein, and violating Civil Code §§1572, 1573, 1709,
 3 1711, 1770 and Business & Professions Code §§17200, et seq., 17500, et seq., and the
 4 common law.

5 43. Plaintiff and the Class reserve the right to allege other violations of law,
 6 which constitute other unlawful business acts or practices. Such conduct is ongoing and
 7 continues to this date.

8 44. Defendants' actions also constitute "unfair" business acts or practices because, as
 9 alleged above, *inter alia*, Defendants engaged in false advertising, misrepresented and
 10 omitted material facts regarding the Banana Boat Kids SPF 50 products, and thereby
 11 offended an established public policy, and engaged in immoral, unethical, oppressive, and
 12 unscrupulous activities that are substantially injurious to consumers.

13 45. As stated in this Complaint, Plaintiff alleges violations of consumer protection,
 14 unfair competition and truth in advertising laws in California, resulting in harm to consumers.
 15 Defendants' acts and omissions also violate and offend the public policy against engaging in
 16 false and misleading advertising, unfair competition and deceptive conduct towards
 17 consumers. This conduct constitutes violations of the unfair prong of Business & Professions
 18 Code §17200, et seq.

19 46. There were reasonably available alternatives to further Defendants' legitimate
 20 business interests, other than the conduct described herein.

21 47. Business & Professions Code §17200, et seq. also prohibits any "fraudulent
 22 business act or practice."

23 48. Defendants' actions, claims, nondisclosures and misleading statements, as more
 24 fully set forth above, were also false, misleading and/or likely to deceive the consuming
 25 public within the meaning of Business & Professions Code §17200, et seq.

26 49. Plaintiff and other members of the Class have in fact been deceived as a
 27 result of their reliance on Defendants' material representations and omissions, which
 28

FARAHI LAW FIRM, APC

are described above. This reliance has caused harm to Plaintiff and other members of the Class who each purchased a Product from the Banana Boat Kids SPF 50 line. Plaintiff and the other Class members have suffered injury in fact and lost money as a result of these unlawful, unfair, and fraudulent practices.

50. As a result of its deception, Defendants have been able to reap unjust revenue and profit.

51. Unless restrained and enjoined, Defendants will continue to engage in the above-described conduct. Accordingly, injunctive relief is appropriate.

52. Plaintiff, on behalf of herself, all others similarly situated, and the general public, seeks restitution and disgorgement of all money obtained from Plaintiff and the members of the Class collected as a result of unfair competition, an injunction prohibiting Defendants from continuing such practices, corrective advertising and all other relief this Court deems appropriate, consistent with Business & Professions Code §17203.

COUNT II

Violation of Business & Professions Code §17500, *et seq.*

53. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if fully set forth herein.

54. Plaintiff brings this claim individually and on behalf of the Class.

55. California Business and Professions Code section 17500 prohibits "unfair, deceptive, untrue or misleading advertising."

56. Defendant violated California Business and Professions Code section 17500 by, by advertising that the Banana Boat Kids SPF 50 products provides superior UVB protection compared to comparable lower SPF valued products, including the Banana Boat SPF 50 products.

57. In fact, Defendant representation regarding the Banana Boat Kids SPF 50 products were false. The Banana Boat Kids SPF 50 products do not provide superior UVB protection as compared to comparable lower valued SPF products.

FARAH LAW FIRM, APC

1 67. This cause of action is brought pursuant to the Consumers Legal Remedies
2 Act, California Civil Code §1750, et seq. (the "Act"). Plaintiff is a "consumer" as defined
3 by California Civil Code §1761(d). The products in the Banana Boat Kids SPF 50 line are
4 "goods" within the meaning of the Act.

5 68. Defendants violated and continues to violate the Act by engaging in the following
6 practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff and
7 the Class which were intended to result in, and did result in, the sale of the Banana Boat
8 Kids SPF 50 line:

9 (5) Representing that [the Products] have . . . approval, characteristics, . . .
10 uses [and] benefits . . . which [they do] not have . . .

11 * * *

12 (7) Representing that [the Products] are of a particular standard, quality or
13 grade . . . if [they are] of another.

14 * * *

15 (9) Advertising goods . . . with intent not to sell them as advertised.

16 * * *

17 (16) Representing that [the Products have] been supplied in
18 accordance with a previous representation when [they have] not.

19
20 69. Defendants violated the Act by representing and failing to disclose material facts
21 on the Banana Boat Kids SPF 50 collection labeling and packaging and associated
22 advertising, as described above, when they knew, or should have known, that the
23 representations were false and misleading and that the omissions were of material facts they
24 was obligated to disclose.

25 70. At this time, Plaintiff seeks only injunctive relief under this cause of action. Under
26 section 1782 of the CLRA, Plaintiff will notify Defendants in writing of the particular
27 violations of section 1770 of the CLRA and demand that Defendants rectify the problems
28

9107771/16

FARAHI LAW FIRM, APC

9/10/2016

1 associated with the behavior detailed above, which acts and practices are in violation of
2 California Civil Code section 1770.

3 71. If Defendants fail to respond adequately to Plaintiff s above-described demand
4 within 30 days of Plaintiff s notice, under California Civil Code section 1782(b), Plaintiff
5 will amend the Complaint to request damages and other relief permitted by California Civil
6 Code section 1780.

7 72. Plaintiff also has filed a Declaration of Venue in accordance with Civil Code
8 section 1780(d).

9 73. Under Section 1782(d) of the CLRA, Plaintiff seeks an order enjoining the act
10 and practices described above, restitution of property, and any other relief that the court
11 deems proper.

12 74. Defendants' conduct is malicious, fraudulent, and wanton, and intentionally
13 misleads and withholds material information from consumers in order to increase the sale of
14 the Banana Boat Kids SPF 50 products.

15 75. Defendants' misrepresentations and omissions were material Plaintiff and
16 members of the Class. Plaintiff and members of the Class would not have purchased and
17 used the Banana Boat Kids SPF 50 products had it not been for Defendants'
18 misrepresentations and concealment of material facts. Plaintiff and members of the Class
19 were damaged as a result of Defendants' material misrepresentations and omissions.

20 **COUNT IV**

21 **Breach of Express Warranty**

22 76. Plaintiff repeats and re-alleges the allegations contained in the paragraphs
23 above, as if fully set forth herein.

24 77. Plaintiff brings this claim individually and on behalf of the Class.

25 78. The Uniform Commercial Code section 2-313 provides that an affirmation of fact
26 or promise, including a description of the goods, becomes part of the basis of the bargain
27 and creates an express warranty that the goods shall conform to the promise and to the

1 description.

2 79. At all times, California and other states have codified and adopted the provisions
3 in the Uniform Commercial Code governing the express warranty of merchantability.

4 80. As discussed above, Defendants expressly warranted on each and every product
5 label in the Banana Boat Kids SPF 50 line that the products provide proportionally greater
6 UVB protection than comparable, lower SPF valued products, including the Banana Boat Kids
7 SPF 50 products. The superior UVB protection claims made by Defendants are
8 affirmations of fact that became part of the basis of the bargain and created an express
9 warranty that the goods would conform to the stated promise. Plaintiff placed importance on
10 Defendants' representations.

11 81. All conditions precedent to Defendants' liability under this contract have been
12 performed by Plaintiff and the Class.

13 82. Defendants was provided notice of these issues by, *inter alia*, the instant
14 Complaint.

15 83. Defendants breached the terms of this contract, including the express warranties,
16 with Plaintiff and the Class by not providing a product that provides superior UVB protection
17 as represented.

18 84. As a result of Defendants' breach of its contract, Plaintiff and the Class have been
19 damaged in the amount of the price of the Products they purchased.

20 PRAYER FOR RELIEF

21 Wherefore, Plaintiff prays for a judgment:

- 22 A. Certifying the Class as requested herein;
- 23 B. Awarding Plaintiff and the proposed Class member's damages;
- 24 C. Awarding restitution and disgorgement of Defendants' revenues to Plaintiff the
25 proposed Class members;
- 26 D. Awarding injunctive relief as permitted by law or equity, including enjoining
27 Defendants from continuing the unlawful practices as set forth herein, and require Defendants to

1 identify, with Court supervision, victims of its conduct and pay the money they are required
2 to pay;

3 E. Ordering Defendants to engage in a corrective advertising campaign;

4 F. Awarding attorneys' fees and costs; and

5 G. Providing such further relief as may be just and proper.

6 Dated: July 11, 2016

FARAHILAW FIRM, APC

7
8 By: 

9 Justin Farahi

10 Raymond M. Collins

11 Attorneys for Plaintiff,
12 FELIPE ROMERO
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FARAHILAW FIRM, APC

9107/71/10

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: July 11, 2016

FARAH LAW FIRM, APC

By: 

Justin Farahi

Raymond M. Collins

Attorneys for Plaintiff,
FELIPE ROMERO

FARAH LAW FIRM, APC

9107771110

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JUSTIN FARAHİ (STATE BAR NO.: 298086) RAYMOND M. COLLINS (STATE BAR NO.: 199071) 22760 HAWTHORNE BLVD., SUITE 230 TORRANCE, CA 90505 TELEPHONE NO.: 310-774-4500 FAX NO.: 424-295-0557 ATTORNEY FOR (Name): PLAINTIFF, FELIPE ROMERO		FOR COURT USE ONLY <div style="font-size: 24pt; font-weight: bold;">FILED</div> Superior Court of California County of Los Angeles <div style="font-size: 18pt;">JUL 12 2016</div> Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL ST., MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL DISTRICT		CASE NAME: ROMERO V. EDGEWELL PERSONAL CARE COMPANY	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER:		JUDGE: BC 626661 DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/WD (23) Non-P/IPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
--	--

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): **4**

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 11, 2016

Justin Farahi

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)
CIVIL CASE COVER SHEET
 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

EXHIBIT A

SHORT TITLE ROMERO V. EDGEWELL PERSONAL CARE COMPANY	CASE NUMBER BC 6 2 6 6 1
--	------------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Auto
Tort

Other Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: ROMERO V. EDGEWELL PERSONAL CARE COMPANY	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: ROMERO V. EDGEWELL PERSONAL CARE COMPANY	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

9102721120

SHORT TITLE: ROMERO V. EDGEWELL PERSONAL CARE COMPANY	CASE NUMBER
---	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input checked="" type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 9212 Dearborn Avenue,	
CITY: SOUTH GATE	STATE: CA	ZIP CODE: 90280	

Step 5: Certification of Assignment: I certify that this case is properly filed in the CENTRAL DISTRICT District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: July 11, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

9107/71/10

1 LATHAM & WATKINS LLP
Daniel Scott Schechter (Bar No. 171472)
2 *daniel.schechter@lw.com*
Michael J. Reiss (Bar No. 275021)
3 *michael.reiss@lw.com*
355 South Grand Avenue
4 Los Angeles, California 90071
Telephone: +1.213.485.1234
5 Facsimile: +1.213.891.8763

6 Attorneys for Defendants Edgewell Personal
Care Company, Playtex Products, LLC, and
7 Sun Pharmaceuticals, LLC

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 FELIPE ROMERO, on behalf of himself
12 and all others similarly situated,

13 Plaintiffs,

14 v.

15 EDGEWELL PERSONAL CARE
COMPANY, a foreign business
16 corporation; PLAYTEX PRODUCTS,
LLC, f/k/a PLAYTEX PRODUCTS,
17 INC., a foreign limited liability
corporation; and SUN
18 PHARMACEUTICAL, LLC, a foreign
business corporation,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.

**DECLARATION OF MINNA K.
RAFFIN IN SUPPORT OF
DEFENDANTS' NOTICE OF
REMOVAL**

**(CLASS ACTION FAIRNESS
ACT)**

[Los Angeles Superior Court Case
No. BC626661]

[State Court Complaint Filed: July
12, 2016]

1 I, Minna K. Raffin, declare as follows:

2 1. I am the Group Marketing Director, Sun Care and Skin Care, at
3 Edgewell Personal Care Brands, LLC, a wholly-owned subsidiary of Edgewell
4 Personal Care Company. I have personal knowledge of the information set forth
5 below and, if called as a witness, could and would testify competently thereto.

6 2. Edgewell Personal Care Company is a Missouri corporation, with its
7 principal place of commercial business in Shelton, Connecticut.

8 3. Playtex Products, LLC is a Delaware limited liability company, with
9 its principal place of commercial business in Shelton, Connecticut. Playtex
10 Products, LLC is an indirect subsidiary of Edgewell Personal Care Company.

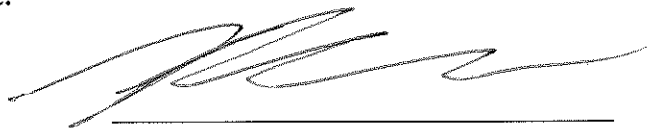
11 4. Sun Pharmaceuticals, LLC is a Delaware limited liability company,
12 with its principal place of commercial business in Dover, Delaware. Sun
13 Pharmaceuticals, LLC is an indirect subsidiary of Edgewell Personal Care
14 Company.

15 5. Edgewell Personal Care Company and its affiliates manufacture, sell
16 and market Banana Boat sunscreen products.

17 6. Approximately 900,000 Banana Boat Kids SPF 50 sunscreen products
18 have been sold in California since the beginning of 2015.

19 7. Banana Boat Kids SPF 50 products are sold to consumers at an
20 average price of approximately \$7.30.

21 I declare under penalty of perjury under the laws of the United States that
22 the foregoing is true and correct, and that this declaration was executed on August
23 11, 2016 at Shelton, Connecticut.

24 

25 Minna K. Raffin
26
27
28