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8 Attorneys for Plaintiff, PAIGE HERNANDEZ and
9 the Proposed Class

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

12 PAIGE HERNANDEZ, an individual on
13 behalf of herself and all others similarly
14 situated,

15 **PLAINTIFF**

16
17
18 **v.**

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22 JOHNSON & JOHNSON CONSUMER
23 INC; and DOES 1 through 25, inclusive.

24
25 **DEFENDANT.**

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 COMES NOW PLAINTIFF, PAIGE HERNANDEZ, WHO HEREBY
2 ALLEGES THE FOLLOWING:

3 Plaintiff, PAIGE HERNANDEZ (“Plaintiff”) brings this action on behalf of
4 herself and all others similarly situated against DEFENDANT, JOHNSON &
5 JOHNSON CONSUMER INC. (“DEFENDANT”).

6 The allegations in this Complaint, other than those with respect to Plaintiff,
7 PAIGE HERNANDEZ, are stated on information and belief, have evidentiary support or
8 are likely to have evidentiary support after a reasonable opportunity for further
9 investigation and discovery.

10
11 **NATURE OF ACTION**

12 1. Plaintiff, Paige Hernandez (“Plaintiff”) files this class action lawsuit on
13 behalf of herself and all similarly situated persons who purchased products branded by
14 JOHNSON & JOHNSON CONSUMER, INC., which is commonly known as
15 “DEFENDANT”.

16 2. Plaintiff brings this action on behalf of herself and a California and
17 Nationwide proposed class of purchasers of DEFENDANT for violations of California
18 Consumer Legal Remedies Act, California False Advertising Law, breach of express
19 warranty, unjust enrichment, fraud, negligent misrepresentation, and California Unfair
20 Competition Law. Plaintiff and class members purchased DEFENDANT’S Products
21 relying on such advertising, labeling, and statements: “100% naturally sourced sunscreen
22 ingredients”, “naturally sourced”, or “100% naturally derived sunscreen”.
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PARTIES

3. Plaintiff, PAIGE HERNANDEZ (“Plaintiff”), is a citizen of California, who resides in the County of Orange County.

4. Plaintiff altered her position in an amount equal to the amount she paid for DEFENDANT’ Products (as defined below).

5. JOHNSON & JOHNSON CONSUMER, INC. (“DEFENDANT”) is an New Jersey Limited Liability Company with its principal place of business in 199 Grandview Road, Skillman, New Jersey. DEFENDANT’S Products are marketed and sold in retail stores throughout the United States under the brand name “Neutrogena”. DEFENDANT’ Products contain false and misleading claims that are the subject of the instant lawsuit. DEFENDANT is the owner, manufacturer, packager, and/or a distributor of the Products, and is the company that created and/or authorized the false, misleading, and deceptive advertisements and/or packaging and labeling for the Products that claim it is natural or contains natural ingredients by making the statements, representations, warranties, such as “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or “100% naturally derived sunscreen”.

6. That the true names and capacities, whether individual, corporate, associate or otherwise of each of the DEFENDANT designated herein as a DOE are unknown to Plaintiff at this time, who therefore, sue said DEFENDANT by fictitious names, and will ask leave of this Court for permission to amend this Complaint to show their names and capacities when the same have been ascertained. Plaintiff is informed and believes and thereon alleges that each of the DEFENDANT designated as a DOE is legally responsible in some manner for the events and happenings herein referred to, and caused injuries and damages thereby to these Plaintiffs as alleged herein.

1 7. On information and belief, Plaintiff alleges that at all times herein
2 mentioned, each of the DEFENDANT was acting as the agent, servant or employee of the
3 other DEFENDANT and that during the times and places of the incident in question,
4 DEFENDANT and each of their agents, servants, and employees became liable to
5 Plaintiff and class members for the reasons described in the complaint herein, and thereby
6 proximately caused Plaintiff to sustain damages as set forth herein. On information and
7 belief, Plaintiff alleges that DEFENDANT carried out a joint scheme with a common
8 business plan and policies in all respects pertinent hereto and that all acts and omissions
9 herein complained of were performed in knowing cooperation with each other.

10 8. On information and belief, Plaintiff alleges that the shareholders, executive
11 officers, managers, and supervisors of the DEFENDANT directed, authorized, ratified
12 and/or participated in the actions, omissions and other conduct that gives rise to the
13 claims asserted herein. DEFENDANT's officers, directors, and high-level employees
14 caused DEFENDANT'S Products to be sold with knowledge or reckless disregard that
15 the statements and representations concerning DEFENDANT Products were false and
16 misleading.

17 9. Plaintiff is informed and believes, and thereon alleges, that each of said
18 DEFENDANT is in some manner intentionally, negligently, or otherwise responsible for
19 the acts, omissions, occurrences, and transactions alleged herein.

20
21 **JURISDICTION AND VENUE**

22 10. This Court has subject matter jurisdiction according to 28 U.S.C. § 1332(d),
23 because this case is a class action where the aggregate claims of all members of the
24 proposed class are in excess of \$5,000,000.00, exclusive of interest and costs and most
25 members of the proposed class are citizens of states different from DEFENDANT. This
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1 Court also has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §
2 1367.

3 11. Pursuant to 28 U.S.C. §1391(a), venue is proper. Plaintiff is a citizen of
4 Orange County, California. This Court has personal jurisdiction over DEFENDANT
5 because DEFENDANT conducts business in California and otherwise intentionally avail
6 themselves of the markets in California to render the exercise of jurisdiction by this Court
7 proper. DEFENDANT has marketed, promoted, distributed, and sold the products in
8 California and in this District where Plaintiff purchased DEFENDANT'S Products.
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10 **FACTUAL BACKGROUND**

11 12. Plaintiff, PAIGE HERNANDEZ ("Plaintiff") has purchased more than one
12 of DEFENDANT'S Products (as defined below) in Orange County and San Bernardino
13 County. Prior to making the purchases of one or more of DEFENDANT'S Products,
14 Plaintiff saw and read the front of the product packaging and relied on the
15 representations, statements, and warranties "100% naturally sourced sunscreen
16 ingredients", "naturally sourced", or "100% naturally derived sunscreen" to mean the
17 Products did not contain synthetic or artificial ingredients. Plaintiff purchased one or
18 more of the DEFENDANT'S Products at a premium price and would not have made the
19 purchase had she known the labeling was false, deceptive, and/or misleading. Plaintiff
20 would purchase one or more of the DEFENDANT'S Products in the future once
21 DEFENDANT conforms to its advertising, labeling, and/or marketing 'natural' related
22 claims.

23 13. DEFENDANT falsely promotes, advertises, and markets various skin care
24 Products (as defined below) as all natural and/or made with all natural ingredients. Based
25 on DEFENDANT'S Products being labeled as "100% naturally sourced sunscreen
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1 ingredients”, “naturally sourced”, or “100% naturally derived sunscreen”, Plaintiff and
2 class members paid a premium over comparable products. Instead, DEFENDANT’S
3 Products that are labeled as “100% naturally sourced sunscreen ingredients”, “naturally
4 sourced”, or “100% naturally derived sunscreen” contain artificial and synthetic
5 ingredients. One of the purportedly natural Products contains phenoxyethanol and/or
6 dimethicone and/or ethylhexyglycerin and/or glycerin. In or about April 2016, the
7 Federal Trade Commission (“FTC”) filed complaints against cosmetics manufacturers for
8 representing that their products were “natural” when they contained one or both of the
9 two ingredients herein complained of. Four companies agreed to cease marketing the
10 products in question as being “natural.”¹

11 14. DEFENDANT manufactures, produces, and markets various skin care
12 Products that are sold throughout the United States. DEFENDANT claims that the
13 Products that are the subject of this action are DEFENDANT’S Neutrogena Sunscreen
14 products.

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26 ¹ <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falselypromoting-their-personal-care>

15. The products ("Products") that are the subject of this lawsuit include:

a) Sensitive Skin Sunscreen Lotion Broad Spectrum SPF 60+:



Inactive ingredients alumina, arachidyl alcohol, arachidyl glucoside, ascorbic acid, beeswax, behenyl alcohol, benzyl alcohol, BHT, bisabolol, butylene glycol, butyloctyl salicylate, cetyl dimethicone, dimethicone, dimethicone PEG-8 laurate, dipotassium glycyrrhizate, disodium EDTA, ethylhexylglycerin, glyceryl stearate, hydroxyethyl acrylate/sodium acryloyldimethyl taurate copolymer, isohexadecane, methicone, methylisothiazolinone, pantothenic acid, PEG-100 stearate, PEG-8, polyaminopropyl biguanide, polyhydroxystearic acid, polymethyl methacrylate, polysorbate 60, retinyl palmitate, silica, stearic acid, styrene/acrylates copolymer, tocopheryl acetate, triethoxycaprylsilane, trimethylsiloxysilicate, trisiloxane, water, xanthan gum

b) Pure & Free[®] Baby Sunscreen Lotion Broad Spectrum SPF 60+:



Inactive ingredients alumina, arachidyl alcohol, arachidyl glucoside, ascorbic acid, avena sativa (oat) kernel extract, beeswax, behenyl alcohol, benzyl alcohol, BHT, bisabolol, butylene glycol, butyloctyl salicylate, cetyl dimethicone, dimethicone, dimethicone PEG-8 laurate, dipotassium glycyrrhizate, disodium EDTA, ethyl-hexylglycerin, glycerin, glyceryl stearate, hydroxyethyl acrylate/sodium acryloyl-dimethyl taurate copolymer, isohexadecane, methicone, methylisothiazolinone, pantothenic acid, PEG-100 stearate, PEG-8, polyaminopropyl biguanide, polyhydroxystearic acid, polymethyl methacrylate, polysorbate 60, potassium sorbate, retinyl palmitate, silica, stearic acid, styrene/acrylates copolymer, tocopheryl acetate, triethoxycaprylylsilane, trimethylsiloxysilicate, trisiloxane, water, xanthan gum

c) Pure & Free[®] Baby Faces Ultra Gentle Cream Sunscreen Broad Spectrum SPF 45+:



Inactive ingredients alumina, arachidyl alcohol, arachidyl glucoside, ascorbic acid, avena sativa (oat) kernel extract, beeswax, behenyl alcohol, benzyl alcohol, BHT, bisabolol, butylene glycol, butyloctyl salicylate, cetyl dimethicone, dimethicone, dimethicone PEG-8 laurate, dipotassium glycyrrhizate, disodium EDTA, ethyl-hexylglycerin, glycerin, glyceryl stearate, hydroxyethyl acrylate/sodium acryloyl-dimethyl taurate copolymer, isohexadecane, methicone, methylisothiazolinone, pantothenic acid, PEG-100 stearate, PEG-8, polyaminopropyl biguanide, polyhydroxy-stearic acid, polymethyl methacrylate, polysorbate 60, potassium sorbate, retinyl palmitate, silica, stearic acid, styrene/acrylates copolymer, tocopheryl acetate, triethoxycaprylylsilane, trimethylsiloxysilicate, trisiloxane, water, xanthan gum

d) Neutrogena Pure & Free Baby Sunscreen (Stick):



Neutrogena **Eczema Approved**

pure & free baby
SUNSCREEN

Broad Spectrum SPF 60+

pure & free baby
SUNSCREEN STICK

100% naturally-sourced sunscreen ingredients

NET WT 0.47 OZ (13.3g)

Active Ingredients	Purpose
Titanium Dioxide 8%, Zinc Oxide 6.8%	Sunscreen

Uses • helps prevent sunburn • if used as directed with other sun protection measures (see **Directions**), decreases the risk of skin cancer and early skin aging caused by the sun

Warnings • For external use only • Do not use on damaged or broken skin • When using this product keep out of eyes. Rinse with water to remove. • Stop use and ask a doctor if rash occurs • Keep out of reach of children. If swallowed, get medical help or contact a Poison Control Center right away.

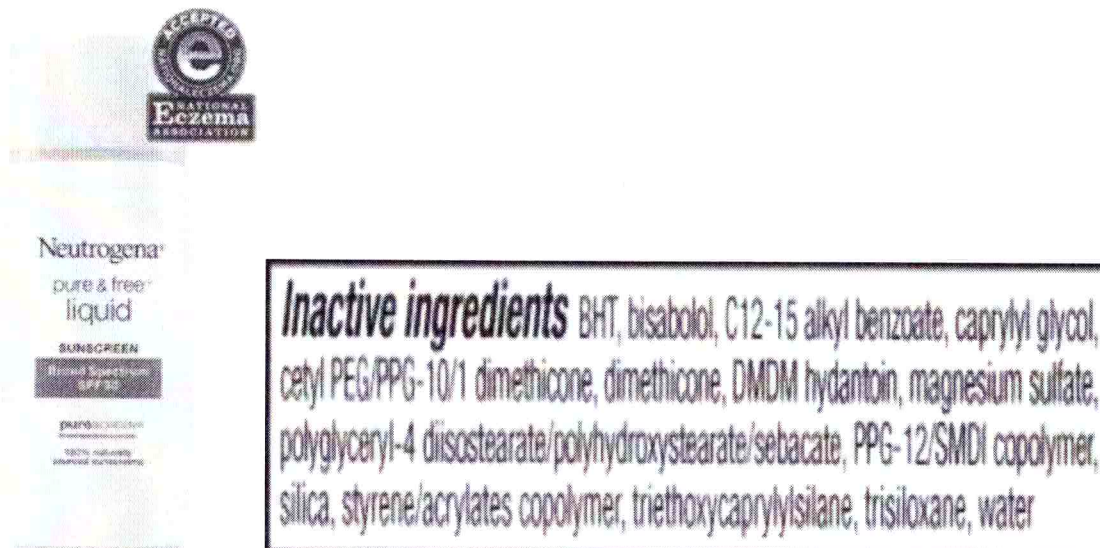
Directions • apply generously 15 minutes before sun exposure • ensure complete coverage to the area above the lip, nose, and tops of ears • reapply: • after 80 minutes of swimming or sweating • immediately after towel drying • at least every 2 hours • **Sun Protection Measures:** Spending time in the sun increases your risk of skin cancer and early skin aging. To decrease this risk, regularly use a sunscreen with a Broad Spectrum SPF value of 15 or higher and other sun protection measures including: • limit time in the sun, especially from 10 a.m. – 2 p.m. • wear long-sleeved shirts, pants, hats, and sunglasses • children under 6 months of age: Ask a doctor

Other information • protect this product from excessive heat and direct sun • may stain some fabrics • package contains small parts, which could cause a choking hazard

Inactive ingredients beeswax, BHT, C12-15 alkyl benzoate, dimethicone, dipropylene glycol dibenzoate, euphorbia cerifera (candelilla) wax, octyldodecyl neopentanoate, cyclohexyl, paraffin, phenyl trimethicone, polyethylene, polyhydroxy-stearic acid, PPG-15 stearyl ether benzoate, triethoxycaprylsilane

Questions or comments? Visit www.neutrogena.com or call toll-free 800-299-4786 or 215-273-6755 (collect)

e) Neutrogena Pure & Free Liquid Sunscreen:



Neutrogena **Eczema Approved**

pure & free liquid
SUNSCREEN

Broad Spectrum SPF 60+

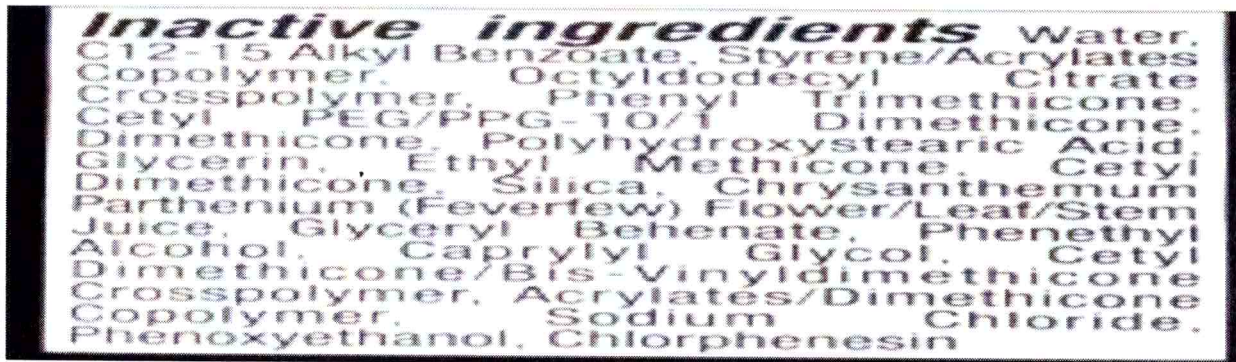
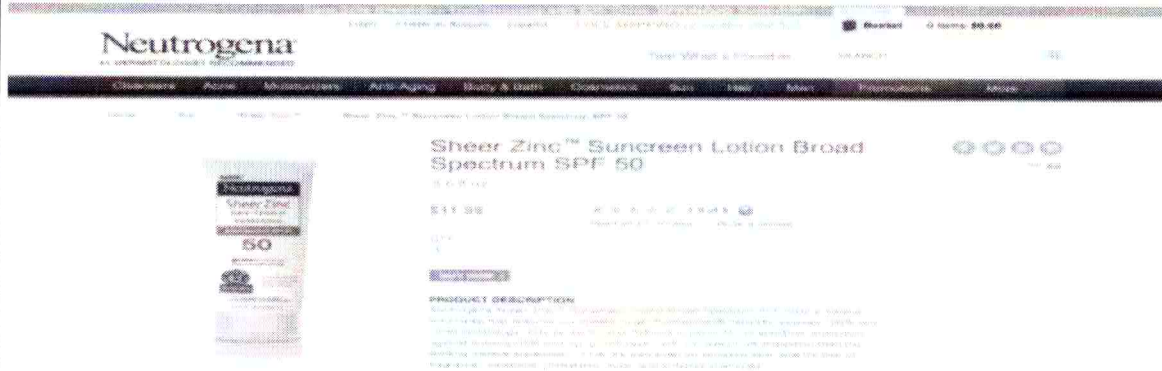
pure & free liquid
SUNSCREEN

100% naturally-sourced sunscreen ingredients

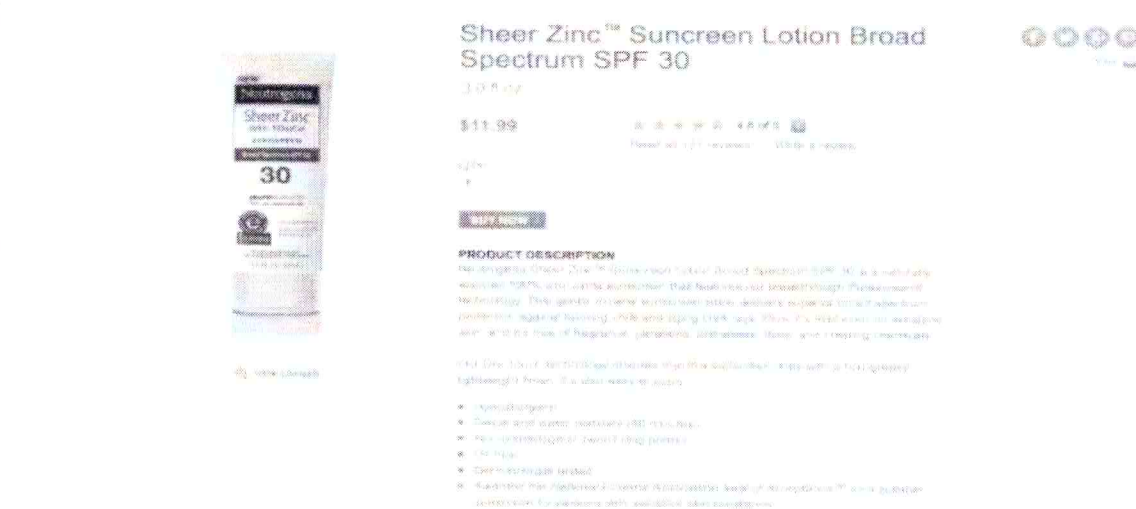
NET WT 0.47 OZ (13.3g)

Inactive ingredients BHT, bisabolol, C12-15 alkyl benzoate, caprylyl glycol, cetyl PEG/PPG-10/1 dimethicone, dimethicone, DMDM hydantoin, magnesium sulfate, polyglyceryl-4 diisostearate/polyhydroxystearate/sebacate, PPG-12/SMDI copolymer, silica, styrene/acrylates copolymer, triethoxycaprylsilane, trisiloxane, water

f) Sheer Zinc™ Sunscreen Lotion Broad Spectrum SPF 50:



g) Sheer Zinc™ Sunscreen Lotion Broad Spectrum SPF 30:



Inactive ingredients Water, C12-15 Alkyl Benzoate, Styrene/Acrylates Copolymer, Dimethicone, Phenyl Trimethicone, Cetyl PEG/PPG-10/1 Dimethicone, Polyhydroxystearic Acid, Glycerin, Dipropylene Glycol Dibenzate, Cetyl Dimethicone, Silica, Chrysanthemum Parthenium (Feverfew) Flower/Leaf/Stem Juice, Glyceryl Behenate, Phenethyl Alcohol, Caprylyl Glycol, Acrylates/Dimethicone Copolymer, PPG-15 Stearyl Ether Benzoate, Sodium Chloride, Phenoxyethanol, Chlorphenesin

h) Sheer Zinc™ Face Sunscreen Lotion Broad Spectrum SPF 50:

The screenshot shows the Neutrogena website. At the top is the Neutrogena logo with the tagline "BY DERMATOLOGIST RECOMMENDED". Below the logo is a navigation bar with tabs for "Cleansers", "Acne", "Moisturizers", "Anti-Aging", "Body & Bath", "Cosmetics", "Sun", "Hair", "Men", "Pregnancy", and "More". The main content area features the product "Sheer Zinc™ Face Sunscreen Lotion Broad Spectrum SPF 50". The product image shows a white bottle with a green and yellow label. The price is listed as \$11.99. Below the price is a "PRODUCT DESCRIPTION" section. The description states: "Neutrogena Sheer Zinc™ Face Sunscreen Lotion Broad Spectrum SPF 50 is a non-comedogenic, water-resistant, naturally sun-protecting SPF 50 sunscreen. This gentle formula delivers superior broad spectrum protection against UVA and UVB radiation with the gentlest of textures. It's the perfect choice for your face, body, and hair. It's also free of fragrances, parabens, dyes, and irritating chemicals." Below the description is a "FORMULA" section that states: "Formulated especially for face use, this product provides protection and helps hydrate skin. It's also free of fragrances, parabens, dyes, and irritating chemicals." The page also includes a "VIEW LABEL" link and a "PRODUCT DESCRIPTION" link.

Inactive ingredients Water, C12-15 Alkyl Benzoate, Octyldodecyl Citrate, Crosspolymer, Styrene/Acrylates Copolymer, Phenyl Trimethicone, Cetyl PEG/PPG-10/1 Dimethicone, Dimethicone, Polyhydroxystearic Acid, Glycerin, Ethyl Methicone, Cetyl Dimethicone, Silica, Colloidal Oatmeal, Tocopheryl Acetate, Chrysanthemum Parthenium (Feverfew) Flower/Leaf/Stem Juice, Glyceryl Behenate, Phenethyl Alcohol, Caprylyl Glycol, Cetyl Dimethicone/Bis-Vinyldimethicone Crosspolymer, Acrylates/Dimethicone Copolymer, Sodium Chloride, Phenoxyethanol, Chlorphenesin

i) Neutrogena Naturals Brightening Daily Moisturizer Sunscreen:



Inactive ingredients Water, Caprylic/Capric Triglyceride, Cocoglycerides, Glycerin, Cetearyl Olivate, Caprylyl Methicone, Polyglyceryl-3 Diisostearate, Sorbitan Olivate, Cetearyl Alcohol, Butyrospermum Parkii (Shea) Butter, Heptyl Undecylenate, Aluminum Starch Octenylsuccinate, Gluconolactone, Xanthan Gum, Caprylyl Glycol, Glyceryl Behenate, Aluminum Hydroxide, Stearic Acid, Phenylethyl Resorcinol, Benzyl Alcohol, Ethylhexylglycerin, Cetearyl Glucoside, Sodium Benzoate, Chlorphenesin, 1,2-Hexanediol, Triethoxycaprylylsilane, Fragrance, Citrus Limon (Lemon) Peel Extract, Tropolone, Mica, Titanium Dioxide, Iron Oxides

16. DEFENDANT prominently displays “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or “100% naturally derived sunscreen” on the face of its Products and/or through its website. DEFENDANT enhances its “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or “100% naturally derived sunscreen” related claims by its statement that is prominently displayed throughout all of its advertising “Neutrogena #1 Dermatologist Recommended”, “pure”, and “pure & free”.

17. The phrase “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or “100% naturally derived sunscreen” is a representation made by DEFENDANT in advertising the Products to consumers that reasonable consumers believe contain only natural ingredients.

18. DEFENDANT knew that Plaintiff and consumers will pay more for a product labeled “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or “100% naturally derived sunscreen” and intended to deceive Plaintiff and putative class members by labeling the Products as purportedly natural products. The phrases “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or “100% naturally derived sunscreen” are misleading to a reasonable consumer, because the Products actually contain artificial and synthetic ingredients – phenoxyethanol and/or dimethicone and/or ethylhexylglycerin and/or glycerin

1 19. DEFENDANT'S Products contain artificial or synthetic ingredients. Each
2 of the DEFENDANT'S Products each contains phenoxyethanol and/or dimethicone
3 and/or ethylhexyglycerin and/or glycerin
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5
6 **PRIVATE ATTORNEYS GENERAL ALLEGATIONS**

7 20. In addition to asserting class claims, Plaintiffs assert claims on behalf of
8 class members pursuant to *California Business & Professions Code § 17200, et seq.* The
9 purpose of such claims is to obtain injunctive orders regarding the false labeling,
10 deceptive marketing and consistent pattern and practice of falsely promoting
11 DEFENDANT'S Products as natural, which requires the disgorgement of all profits
12 and/or restoration of monies wrongfully obtained through DEFENDANT'S unfair and
13 deceptive business practices. This private attorneys general action is necessary and
14 appropriate because DEFENDANT have engaged in wrongful acts described herein as
15 part of the regular practice of their businesses.

16
17 **CLASS ACTION ALLEGATIONS**

18 21. Plaintiff brings this action on her own behalf and on behalf of all other persons
19 similarly situated pursuant to Federal Rule of Civil Procedure 23.

20 22. The following Classes that Plaintiff seeks to represent are:

21 a. All persons residing in the United States who purchased the Products for
22 personal use and not for resale during the time period April 14, 2013, through the
23 present ("Class").

24 b. All persons residing in the State of California who purchased the Products for
25 personal use and not for resale during the time period April 14, 2013, through
26 the
27 present ("Sub-Class").

1
2 23. The Class comprises many thousands of persons throughout the United
3 States and California, the joinder of whom is impracticable, and the disposition of their
4 claims in a Class Action will benefit the parties and the Court. The Class is sufficiently
5 numerous because millions of units of the Products have been sold in the United States
6 and State of California during the time period April 14, 2013, through the present (the
7 “Class Period”).

8 24. There is a well-defined community of interest in this litigation and the class
9 is easily ascertainable:

- 10 a. Numerosity: The members of the class are so numerous that any form of
11 joinder of all members would be unfeasible and impractical. On information
12 and belief, Plaintiff believes the Class and Sub-Class exceed thousands of
13 members.
- 14 b. Typicality: Plaintiff is qualified to and will fairly and adequately protect the
15 interests of each member of the class with whom they have a well-defined
16 community of interest and the claims (or defenses, if any), are typical of all
17 members of the class.
- 18 c. Adequacy: Plaintiff does not have a conflict with the class and is qualified to,
19 and will fairly and adequately protect the interests of each member of the class
20 with whom they have a well- defined community of interest and typicality of
21 claims, as alleged herein. Plaintiff acknowledges that they have an obligation
22 to the Court to make known any relationship, conflict, or differences with any
23 member. Plaintiffs’ attorneys and proposed class counsel are well versed in the
24 rules governing class action and complex litigation regarding discovery,
25 certification, and settlement.
26

1 d. Superiority: The nature of this action makes the use of class action adjudication
2 superior to other methods. Class action will achieve economies of time, effort,
3 and expense as compared with separate lawsuits, and will avoid inconsistent
4 outcomes because the same issues can be adjudicated in the same manner and at
5 the same time for the entire class.

6 25. There exist common questions of law and fact that predominate over
7 questions that may affect individual Class members. Common questions of law and fact
8 include, but are not limited to, the following:

- 9
- 10 a. Whether DEFENDANT' conduct is a fraudulent business act or practice within the
11 meaning of Business and Professions Code section 17200, *et seq.*;
 - 12 b. Whether DEFENDANT' advertising is untrue or misleading within the meaning of
13 Business and Professions Code section 17500, *et seq.*;
 - 14 c. Whether DEFENDANT made false and misleading representations in their
15 advertising and packaging of the Products;
 - 16 d. Whether DEFENDANT knew or should have known that the representations were
17 false;
 - 18 e. Whether DEFENDANT represented that the Products has characteristics, benefits,
19 uses, or quantities which the Product does not have;
 - 20 f. Whether DEFENDANT representations regarding the Products are false;
 - 21 g. Whether DEFENDANT warranted the Products;
 - 22 h. Whether DEFENDANT breached the express warranties it made;
 - 23 i. Whether DEFENDANT committed statutory and common law fraud by doing so;
24 and
 - 25 j. Whether DEFENDANT' conduct is an unlawful business act or practice within the
26 meaning of Business and Professions Code section 17200, *et seq.*;

1 26. Plaintiff's claims are typical of the claims of the Class, and Plaintiff will
2 fairly and adequately represent and protect the interests of the Class. Plaintiff has retained
3 competent and experienced counsel in class action and other complex litigation.

4 27. Plaintiff and the Class have suffered injury in fact and have lost money as a
5 result of DEFENDANT' false representations, statements, and advertising. Indeed,
6 Plaintiff purchased the Product based on DEFENDANT'S representations and statements
7 contained on its labeling. Plaintiff relied on DEFENDANT' packaging and/or website
8 and would not have purchased the Product if she had known that the Product did not have
9 the characteristics, ingredients, uses, benefits, or quantities as represented.

10 28. A class action is superior to other available methods for fair and efficient
11 adjudication of this controversy. The expense and burden of individual litigation would
12 make it impracticable or impossible for Class members to prosecute their claims
13 individually.

14 29. The trial and litigation of Plaintiff's claims are manageable. Individual
15 litigation of the legal and factual issues raised by DEFENDANT' conduct would increase
16 delay and expense to all parties and the court system. The class action device presents far
17 fewer management difficulties and provides the benefits of a single, uniform
18 adjudication, economies of scale, and comprehensive supervision by a single court.

19 30. DEFENDANT has acted on grounds generally applicable to the entire Class,
20 thereby making final injunctive relief and/or corresponding declaratory relief appropriate
21 with respect to the Class as a whole. The prosecution of separate actions by individual
22 Class members would create the risk of inconsistent or varying adjudications with respect
23 to individual members of the Class that would establish incompatible standards of
24 conduct for DEFENDANT.

31. Absent a class action, DEFENDANT will likely retain the benefits of their wrongdoing. Because of the small size of the individual Class members' claims, few, if any, Class members could afford to seek legal redress for the wrongs complained of herein. Absent a representative action, the Class members will continue to suffer losses and DEFENDANT will be allowed to continue these violations of law and to retain the proceeds of their ill-gotten gains.

32. Excluded from the class are DEFENDANT in this action, any entity in which DEFENDANT have a controlling interest, including, but not limited to officers, directors, shareholders, current employees and any and all legal representatives, heirs, successors, and assigns of DEFENDANT.

33. Were it not for this class action, most class members would find the cost associated with litigating claims extremely prohibitive, which would result in no remedy.

34. This class action would serve to preserve judicial resources, the respective parties' resources, and present fewer issues with the overall management of claims, while at the same time ensuring a consistent result as to each class member.

FIRST CAUSE OF ACTION

Consumers Legal Remedies Act, California Civil Code §§ 1750, et seq.

By Plaintiff and Proposed California Class against DEFENDANT

(Injunctive Relief Only with Reservation)

35. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

36. Plaintiff and Class are "consumers" as defined by Cal. Civ. Code § 1761(d) and the Product is a "good" as defined by Cal.Civ.Code § 1761(a).

37. The California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), expressly prohibits "representing that goods or services have sponsorship,

1 approval, characteristics, ingredients, uses, benefits, or quantities which they do not have
2 or that a person has a sponsorship, approval, status, affiliation, or connection which he or
3 she does not have.” California’s Consumers Legal Remedies Act, Cal. Civ. Code §
4 1770(a)(7), prohibits representing that goods or services are of a particular standard,
5 quality, or grade, or that goods are of a particular style or model, if they are of another.
6 And, California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(9),
7 expressly prohibits “[a]dvertising goods or services with intent not to sell them as
8 advertised”. DEFENDANT’s claims that the Products are ‘natural’ by making the
9 statements “100% naturally sourced sunscreen ingredients”, “naturally sourced”, or
10 “100% naturally derived sunscreen” which are misleading since it contains artificial or
11 synthetic ingredients - phenoxyethanol and/or dimethicone and/or ethylhexyglycerin
12 and/or glycerin and therefore violates Cal. Civ. Code § 1770(a)(5), (7), and (9).

13 38. DEFENDANT’S ongoing deliberate manipulation of violates the following
14 subsections of Cal. Civ. Code §1770(a) in these respects:

15 a. DEFENDANT’S acts and practices constitute misrepresentations concerning
16 characteristics, benefits or uses, which it does not have;

17 b. DEFENDANT misrepresented that is of a particular standard,
18 quality and/or grade, when they are of another;

19 c. DEFENDANT’S acts and practices described herein constitute the
20 advertisement of DEFENDANT’S Products without the intent to sell them as advertised;

21 d. DEFENDANT’s acts and practices constitute representations that
22 DEFENDANT Products have been supplied in accordance with previous representations
23 when it has not.

24 39. Plaintiff and the proposed Sub-Class of California class members suffered
25 injuries caused by DEFENDANT because they would not have purchased DEFENDANT
26

1 Products if the true facts were known concerning its false and misleading regarding its
2 “natural” claims, statements and representations.

3 40. On or about April 13, 2017, prior to filing this action, a notice letter was
4 served on DEFENDANT. Plaintiff served the letter on DEFENDANT advising
5 DEFENDANT that it is in violation of the CLRA, demanding remedies for Plaintiff and
6 class members pursuant to California Civil Code §1782(a).

7 41. Plaintiff seeks injunctive relief only for this violation of the CLRA, but
8 reserves it right to amend this complaint to include allegations for the recovery of
9 damages under the CLRA pursuant to California Civil Code §1780(a)(3).

10
11 **SECOND CAUSE OF ACTION**

12 Violation Of California Business & Professions Code §§17500, et seq.
13 Plaintiff and Proposed California Class against DEFENDANT

14 42. Plaintiff hereby incorporates by reference the allegations contained in all
15 preceding paragraphs of this complaint.

16 43. Pursuant to California Business & Professions Code §§ 17500, et seq., it is
17 “unlawful for any person to make or disseminate or cause to be made or disseminated
18 before the public in this state, ... in any advertising device ... or in any other manner or
19 means whatever, including over the Internet, any statement, concerning ... personal
20 property or services, professional or otherwise, or performance or disposition thereof,
21 which is untrue or misleading and which is known, or which by the exercise of
22 reasonable care should be known, to be untrue or misleading.”

23 44. DEFENDANT committed acts of false advertising, as defined by §17500, by
24 making claims that the Products are “natural”, which are misleading based on the fact it
25 contains artificial or synthetic ingredients - phenoxyethanol and/or dimethicone and/or
26 ethylhexyglycerin and/or glycerin

46. DEFENDANT'S actions in violation of § 17500 were false and misleading such that the general public is and was likely to be deceived.

47. Plaintiff and the Proposed California Class lost money or property as a result of DEFENDANT'S false advertising violations, because Plaintiff and Proposed California Class would not have purchased DEFENDANT' Products if the true facts were known concerning its quality and contents.

48. Plaintiff and Proposed California Class paid a premium for DEFENDANT Products due to their reliance on DEFENDANT'S good faith and reputation and upon DEFENDANT'S promises and representations.

THIRD CAUSE OF ACTION
Breach of Express Warranty
By Plaintiff and Proposed Nationwide Class against DEFENDANT

THIRD CAUSE OF ACTION

Breach of Express Warranty

By Plaintiff and Proposed Nationwide Class against DEFENDANT

49. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

50. Plaintiff brings this claim individually and on behalf of the proposed Class against DEFENDANT.

51. DEFENDANT, as the designer, manufacturer, marketer, distributor, and/or seller, made express statements or representations of fact or promise concerning the Products. These representations, promises were part of the basis of the bargain, wherein Plaintiff and other Class members purchased the DEFENDANT'S Products in reasonable reliance on those statements or representations.

1 52. DEFENDANT'S Products is not fit for such purposes because each of the
2 express warranties that the Products are 'natural', "100% naturally sourced sunscreen
3 ingredients", "naturally sourced", or "100% naturally derived sunscreen" are false
4 statements, representations, and warranties.

5 53. DEFENDANT'S breach of express warranty is the direct and proximate
6 cause of Plaintiff and Proposed Nationwide Class members that have been injured and
7 harmed because they would not have purchased DEFENDANT Products on the same
8 terms if the true facts were known concerning its 'natural' claims regarding the Products
9 since it did not have the characteristics, ingredients, uses, benefits, or quantities as
10 promised.

11 54. As a proximate result of this breach of warranty by DEFENDANT, Plaintiff
12 and the Class have suffered damages in an amount to be determined at trial.

13
14 **FOURTH CAUSE OF ACTION**

15 Violations of California Commercial Code § 2313

16 By Plaintiff and Proposed California Class against DEFENDANT

17 55. Plaintiff hereby incorporates by reference the allegations contained in all
18 preceding paragraphs of this complaint.

19 56. DEFENDANT made statements, representations, and affirmations of fact or
20 promises, or descriptions of goods carrying health and wellness claims regarding the
21 Products. Plaintiff and other Class members reasonably relied on DEFENDANT'S
22 statements and representations regarding the Product at the time of purchasing the
23 Products. California Commercial Code § 2313(1).

24 57. DEFENDANT breached its express warranties by selling products and
25 goods that are not "natural" since the Products contain artificial or synthetic ingredients -
26 phenoxyethanol and/or dimethicone and/or ethylhexyglycerin and/or glycerin

SIXTH CAUSE OF ACTION

Negligent Misrepresentation

Plaintiff and Proposed Nationwide Class against DEFENDANT

67. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

68. Plaintiff brings this claim individually and on behalf of the proposed Class against DEFENDANT.

69. DEFENDANT misrepresented the nature of the Products. DEFENDANT had a duty to disclose this information.

70. At the time DEFENDANT made these representations, DEFENDANT knew or should have known that these representations were false or made them without knowledge of their truth or veracity.

71. DEFENDANT negligently misrepresented and omitted material facts about the Products. Plaintiff and the Class relied upon the negligent statements or omissions.

72. The negligent misrepresentations and/or omissions made by DEFENDANT, upon which Plaintiff and Class members reasonably and justifiably relied, were intended to induce and actually induced Plaintiff and Class members to purchase DEFENDANT'S Products.

73. Plaintiff and Class members would not have paid a premium or purchased DEFENDANT' Products if the true facts had been known.

74. The negligent actions of DEFENDANT caused damage to Plaintiff and Class members, who are entitled to damages and other legal and equitable relief as a result.

SEVENTH CAUSE OF ACTION

Violation California Business & Professions Code §§ 17200, et seq.

1 By Plaintiff and Proposed California Class against DEFENDANT

2 75. Plaintiff hereby incorporates by reference the allegations contained in all
3 preceding paragraphs of this complaint.

4 76. Plaintiff brings this claim individually and on behalf of the proposed Sub-
5 Class against DEFENDANT.

6 77. DEFENDANT is subject to California's Unfair Competition Law, Cal. Bus.
7 & Prof. Code §§ 17200, et seq. The UCL provides, in pertinent part: "Unfair competition
8 shall mean and include unlawful, unfair or fraudulent business practices and unfair,
9 deceptive, untrue or misleading advertising"

10 78. DEFENDANT has knowledge that its "natural" claims are false or
11 misleading as a result the Products contain artificial or synthetic ingredients -
12 phenoxyethanol and/or dimethicone and/or ethylhexyglycerin and/or glycerin

13 79. In addition, DEFENDANT violated the same Acts as a result of violating
14 False Advertising Law, California Business and Professions Code §§17500, et seq., The
15 Consumers Legal Remedy Act Cal. Civ. Code §§1750, et seq., California Commercial
16 Code §§2313 and 2314.

17 80. DEFENDANT's misrepresentations and other conduct, described herein,
18 violated the "unlawful" prong of the UCL by violating the California Consumer's Legal
19 Remedy Act, California's False Advertising Act, and express and implied warranty law,
20 including, but not limited to the California Commercial Code in addition to other state
21 and federal laws.

22 81. DEFENDANT's misrepresentations and other conduct, described herein,
23 violated the "unfair" prong of the UCL in that its conduct is substantially injurious to
24 consumers, offends public policy, and is immoral, unethical, oppressive, and
25 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.
26

1 DEFENDANT conduct constitutes an unfair violation because DEFENDANT conduct is
2 unethical, unscrupulous, and injurious to consumers given the false and misleading
3 labeling. The harm is substantial given significant given false claims and representation
4 which caused harm to the Plaintiff and class members.

5 82. DEFENDANT has specific knowledge that its ‘natural’ related claims such
6 as “100% naturally sourced” or “naturally sourced” are false and misleading, but
7 continued to market the DEFENDANT’S Products with the intent of making substantial
8 profits.

9 83. DEFENDANT’S conduct is also unfair given the huge profits derived from
10 the sale of the DEFENDANT Products at the expense of consumers as a result of the
11 false and misleading advertising claims.

12 84. DEFENDANT violated the “fraudulent” prong of the UCL by making false
13 statements, untruths, and misrepresentations about health and wellness claims relating to
14 its Products, as described herein this complaint, which are likely to deceive reasonable
15 consumers and the public.

16 85. Plaintiff, the Class, and the Subclass lost money or property as a result of
17 DEFENDANT’S UCL violations because they would not have purchased
18 DEFENDANT’S Products or paid the premium price, if the true facts were known
19 concerning its false and misleading health and wellness claims.

20 86. DEFENDANT’S business practices, as detailed above, are unethical,
21 oppressive and unscrupulous, and they violate fundamental policies of this state. Further,
22 any justification for DEFENDANT’S wrongful conduct is outweighed by the adverse
23 effects of such conduct.

24 87. Plaintiff, the Class, and Sub-Class members could not reasonably avoid the
25 harm caused by DEFENDANT’S wrongful practices. Assuming, arguendo, that
26

1 DEFENDANT'S practices are not express violations of the laws set forth above, those
2 practices fall within the penumbra of such laws and a finding of unfairness can properly
3 be-tethered to the public policies expressed therein. Thus, DEFENDANT engaged in
4 unfair business practices prohibited by California Business & Professions Code § 17200
5 et seq.

6 88. Plaintiff, the Class, and the Sub-Class are entitled to restitution and
7 injunctive relief.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
11 seeks judgment against DEFENDANT, as follows:

- 12 a. For an order certifying the nationwide Class and the Subclass under Rule 23 of the
13 Federal Rules of Civil Procedure
- 14 b. Plaintiff as the representative of the Class and Subclass and Plaintiff's attorneys as
15 Class Counsel to represent members of the Class and Subclass;
- 16 c. For an order declaring the DEFENDANT'S conduct violates the statutes and laws
17 referenced herein;
- 18 d. For an order finding in favor of Plaintiff, the nationwide Class, and the Subclass on
19 all counts asserted herein;
- 20 e. For compensatory and punitive damages in amounts to be determined by the Court
21 and/or jury;
- 22 f. For prejudgment interest on all amounts awarded;
- 23 g. For an order of restitution and all other forms of equitable monetary relief;
- 24 h. For injunctive relief as pleaded or as the Court may deem proper; and
- 25
- 26

- i. For an order awarding Plaintiff, the Class, and the Subclass their reasonable attorneys' fees and expenses and costs of suit.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury of all issues so triable.

Respectfully submitted,

Dated: April 13, 2017

NATHAN & ASSOCIATES, APC

By: /s/ Reuben D. Nathan
Reuben D. Nathan, Attorney for
Plaintiff, PAIGE HERNANDEZ

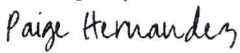
DocuSign Envelope ID: 49AE6F10-3265-485D-84BB-893B734D7E3D

CLRA VENUE DECLARATION PURSUANT TO CAL. CIV. CODE §1780(d)

I, Paige Hernandez, declare as follows in accordance with California Civil Code Section 1780(d):

1. I am the plaintiff in this action and I am a citizen of the state of California. I have personal knowledge of the facts stated herein and if called as a witness, I could and would testify competently thereto.
2. The complaint filed in this action is filed in the proper place for trial pursuant to California Civil Code Section 1780(d) because the Defendant, Johnson & Johnson Consumer, Inc. ("Defendant") conducts substantial business in this District.
3. I purchased Neutrogena products from stores located in Orange County and San Bernardino County, California. I relied on the Defendant's false and misleading advertising that the products were natural and contained no artificial or synthetic ingredients, which was a substantial factor influencing my decision to purchase the products.
4. If I were aware that the Defendant's products were not natural, I would not have purchased them.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct as executed on this April 4, 2017 in Ontario, California.

DocuSigned by:

91C35BCC15CE441...
Paige Hernandez

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)
Paige Hernandez

DEFENDANTS (Check box if you are representing yourself ☐)
Johnson & Johnson Consumer, Inc.

(b) County of Residence of First Listed Plaintiff Orange
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Somerset
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.
Nathan & Associates, APC (Reuben D. Nathan, Esq.)
600 W. Broadway, Suite 700, San Diego, CA 92101

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☐ 3. Federal Question (U.S. Government Not a Party)
☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multidistrict Litigation - Transfer ☐ 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ 5,000,001.00+

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	LABOR	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV-71 (07/16)

CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input checked="" type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
---	---

QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	SOUTHERN <input checked="" type="checkbox"/>

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed **in this court**?

☒ NO

☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed **in this court**?

☒ NO

☐ YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/Reuben D. Nathan

DATE: 4/13/2017

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California ☐

PAIGE HERNANDEZ, an individual on behalf of
herself and all others similarly situated,

Plaintiff(s)

v.

JOHNSON & JOHNSON CONSUMER INC.; and
DOES 1 through 25, inclusive

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Johnson & Johnson Consumer Inc.
119 Grandview Road
Skillman, New Jersey 08558

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Reuben D. Nathan, Esq. (SBN 208436)
NATHAN & ASSOCIATES, APC
600 W. Broadway, Suite 700
San Diego, California 92101
Tel:(619)272-7014
rnathan@nathanlawpractice.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)
OR OF PARTY APPEARING IN PRO PER

CLERK FORM

Reuben D. Nathan, Esq. (SBN 208436)
NATHAN & ASSOCIATES, APC
600 W. Broadway, Suite 700
San Diego, California 92101
Tel:(619)272-7014 Fax:(619)330-1819
rnathan@nathanlawpractice.com

ATTORNEY(S) FOR: Paige Hernandez

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

Paige Hernandez

CASE NUMBER:

Plaintiff(s),

v.

Johnson & Johnson Consumer Inc.; and Does 1
through 25, inclusive

Defendant(s)

**CERTIFICATION AND NOTICE
OF INTERESTED PARTIES
(Local Rule 7.1-1)**

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for Paige Hernandez
or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in
the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification
or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY

CONNECTION / INTEREST

Paige Hernandez

Plaintiff

Johnson & Johnson Consumer Inc.

Defendant

04/13/2017

Date

/s/Reuben D. Nathan

Signature

Attorney of record for (or name of party appearing in pro per):

Paige Hernandez