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8 Attorneys for Plaintiff, NASREEN HARIS and the
9 Proposed Class

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

12 NASREEN HARIS, individually and on behalf
13 of all others similarly situated,

Case No.

14

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16 vs. Plaintiff,

CLASS ACTION COMPLAINT

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19 KIMBERLY-CLARK WORLDWIDE, INC.;
20 and Does 1 through 10; inclusive

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Defendant.

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1 Plaintiff, Nasreen Haris (collectively, “Plaintiff”) bring this action on behalf of themselves
2 and all others similarly situated against Kimberly-Clark Worldwide, Inc. and Kimberly-Clark
3 Worldwide Corporation (collectively “Kimberly-Clark” or “Defendant”). Plaintiff make the
4 following allegations based upon information and belief, except as to the allegations specifically
5 pertaining to themselves, which are based on personal knowledge.

6 INTRODUCTION

7 1. Defendant markets Huggies “Natural Care” Baby Wipes (“Huggies’ Huggies’
8 Wipes”), which are offered for sale in various packaging, including soft packages containing 32 and
9 56 Huggies’ Wipes, tubs containing 40 and 64 Huggies’ Wipes, “Clutch n’ Clean” packages contain
10 Huggies’ Wipes, and re-fill packages containing (i.e. 552, 624 ct.) and for Huggies’ Wipes
11 (collectively, the “Products”).

12 2. Defendant falsely advertises the Products as being “natural”. Despite the
13 representations, the Products are actually non-natural, contain synthetic and chemical ingredients,
14 and constitute false and misleading advertising. The Products contain phenoxyethanol, caprylyl
15 glycol, cocamidopropyl betaine, and sodium citrate, which are synthetic ingredients.
16 Phenoxyethanol “can depress the central nervous system and ma cause vomiting and diarrhea, which
17 can lead to dehydration in infants, according to the Food and Drug Administration (“FDA”).¹ 7
18 U.S.C. § 6502(21) defines the term “synthetic” as “a substance that is formulated or manufactured by
19 a chemical process or by a process that chemically changes a substance extracted from naturally
20 occurring plant, animal, or mineral sources, except that such term shall not apply to substances
21 created by naturally occurring biological processes.”

22 3. The front packaging of every Huggies’ Wipes states that the Products are “natural”
23 with the additional statements to support its natural claim such as “gentle clean”, “hypoallergenic”,
24 and “#1 Branded Wipes”, “Huggies Natural Care®”, “America’s #1 branded baby wipe,”
25 “hypoallergenic Natural Care®”, and “soft and gentle clean.”

26 ¹ <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm116900.htm>
27 ² *Natural Products Industry Sales up 9.5% to \$180bn Says NBJ*, FOOD NAVIGATOR,

1 4. Consumers have become increasingly concerned about the effects of synthetic and
2 chemical ingredients in food, cleaning products, bath and beauty products and everyday household
3 products. Companies such as the Defendant have capitalized on consumers' desire for purportedly
4 "natural products." Indeed, consumers are willing to pay, and have paid, a premium for products
5 branded "natural" over products that contain synthetic ingredients. In 2015, sales of natural products
6 grew 9.5% to \$180 billion.²

7 5. Contrary to the labeling, however, every purportedly natural Product contains
8 phenoxyethanol and/or ethylhexylglycerin. In April 2016, the Federal Trade Commission ("FTC")
9 filed complaints against three cosmetics manufacturers for representing that their products were
10 "natural" when they contained one or both of those two ingredients. All three companies agreed to
11 cease marketing the products in question as being "natural."³ Caprylyl glycol, cocamidopropyl
12 betaine, and sodium citrate are also synthetic or artificial in nature and present in the Products.

13 6. Plaintiff and members of the classes described below paid a premium for Defendant's
14 Products over comparable products that did not purport to be natural products. Contrary to
15 representations on the Products' labeling, instead of receiving natural products, consumers receive
16 products with unnatural and/or synthetic ingredients.

17 7. Defendant's representation that the Products are "natural" as a result of the "Natural
18 Care" claims is unfair, unlawful, and fraudulent conduct, is likely to deceive members of the
19 public, and continues to this day. As such, Defendant's practices violate California's Consumer
20

21 ² *Natural Products Industry Sales up 9.5% to \$180bn Says NBJ*, FOOD NAVIGATOR,
22 [http://www.foodnavigator-usa.com/Markets/EXPO-WEST-trendspotting-organics-natural-claims/\(page\)/6](http://www.foodnavigator-usa.com/Markets/EXPO-WEST-trendspotting-organics-natural-claims/(page)/6); *see also* Shoshanna Delventhal, *Study Shows Surge in Demand for "Natural" Products*, INVESTOPEDIA (February 22, 2017),
23 <http://www.investopedia.com/articles/investing/022217/study-shows-surge-demand-natural-products.asp> (Study by Kline Research indicated that in 2016, the personal care market reached 9%
24 growth in the U.S. and 8% in the U.K. The trend-driven natural and organic personal care industry is on track to be worth \$25.1 million by 2025); *Natural living: The next frontier for growth?*
25 *[NEXT Forecast 2017]*, NEW HOPE NETWORK (December 20, 2016),
26 <http://www.newhope.com/beauty-and-lifestyle/natural-living-next-frontier-growth-next-forecast-2017>.

27 ³ <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care> (last visited March 21, 2017).

1 Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (“CLRA”), California’s Unfair Competition
2 Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”), and California’s False Advertising Law,
3 Cal. Bus. & Prof. Code § 17500 *et seq.* (“FAL”). Plaintiff also brings claims for fraud, unjust
4 enrichment and breach of express warranty.

5 **JURISDICTION AND VENUE**

6 8. This Court has personal jurisdiction over Defendant. Defendant purposefully avails
7 itself of the California consumer market and distributes the Products to hundreds of locations
8 within this County and thousands of retail locations throughout California, where the Products are
9 purchased by thousands of consumers every day.

10 9. This Court has original subject-matter jurisdiction over this proposed class action
11 pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act
12 (“CAFA”), explicitly provides for the original jurisdiction of the federal courts in any class action
13 in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class
14 is a citizen of a State different from any defendant, and the matter in controversy exceeds the sum
15 of \$5,000,000.00, exclusive of interest and costs. Plaintiff alleges that the total claims of individual
16 members of the proposed Class (as defined herein) are well in excess of \$5,000,000.00 in the
17 aggregate, exclusive of interest and costs.

18 10. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial acts in
19 furtherance of the alleged improper conduct, including the dissemination of false and misleading
20 information regarding the nature, quality, and/or ingredients of the Products, occurred within this
21 District.

22 **PARTIES**

23 11. Plaintiff, Nasreen Haris is a citizen of California, residing in Dublin. In the last
24 approximately two years, Ms. Harris made several purchases of Huggies’ Wipes in either 32 and
25 56 Huggies’ Wipes, tubs containing 40 and 64 Huggies’ Wipes, “Clutch n’ Clean” packages
26 contain Huggies’ Wipes, and re-fill packages containing (i.e. 552, 624 ct.) and for Huggies’ Wipes
27 from various stores, including Safeway, Walmart, and Costco in and around Walnut Creek and San
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1 Ramon, California. Prior to purchasing Huggies' Wipes, Ms. Haris saw and read the front of the
2 product packaging, and relied on the representation and warranty that the product was "natural."
3 Prior to purchasing, Ms. Haris also saw, read and relied on the representation and warranty that the
4 product was "natural", "gentle clean", and "softer for sensitive skin", and "#1 Branded Wipes".
5 Ms. Haris understood these representations to mean that did not contain synthetic chemicals. In
6 addition, Mr. Haris has viewed representations on the www.huggies.com website, prior to making
7 purchase of Huggies' Wipes, including, but not limited to "Huggies Natural Care®", "America's
8 #1 branded baby wipe," "hypoallergenic Natural Care®", and "soft and gentle clean" which Ms.
9 Haris understood to mean that the Huggies' Wipes did not contain synthetic chemicals. Ms. Haris
10 purchased Huggies' Wipes at a substantial price premium, and would not have bought the product
11 had she known that the labeling he relied on was false, misleading, deceptive and unfair.

12 12. Ms. Haris would purchase the Products again in the future if Defendant changed the
13 composition of the Products so that they conformed to their "natural" (and related false and/or
14 misleading representations) labeling and marketing.

15 13. Defendant Kimberly-Clark Worldwide, Inc. is a Delaware corporation with its
16 principal place of business at 351 Phelps Drive, Irving, Texas 75038 ("Defendants").

17 14. Defendant produces, markets and distributes Huggies' Wipes United States.
18 Defendant knew that the labeling of the Products is false and misleading to a reasonable consumer,
19 because the Products contain phenoxyethanol, caprylyl glycol, cocamidopropyl betaine, and
20 sodium citrate, which are inconsistent with the product labeling.

21 **FACTS COMMON TO ALL CAUSES OF ACTION**

22 15. Consumers have become increasingly concerned about the effects of synthetics and
23 chemical ingredients in cosmetic products. As a result, consumers are willing to pay, and have
24 paid, a premium for products labeled "natural" over ordinary products that contain synthetic
25 ingredients.

26 16. The FTC has warned marketers that the use of the term "natural" may be deceptive:
27 Marketers that are using terms such as natural must ensure that they
28 can substantiate whatever claims they are conveying to reasonable

1 consumers. If reasonable consumers could interpret a natural claim
2 as representing that a product contains no artificial ingredients, then
the marketer must be able to substantiate that fact.⁴

3 17. Likewise, the Food and Drug Administration (“FDA”) warns that any “natural
4 labeling on cosmetic products must be “truthful and not misleading.”⁵ Defendant markets and
5 labels the Products as “natural,” “gentle,” “softer for sensitive skin”, and “hypoallergenic.”

6 18. Kimberly-Clark also advertises the Products as being “[h]ypoallergenic, fragrance
7 and alcohol free, with a touch of aloe and Vitamin E, gentle clean, and #1 Branded Wipe.”

8 19. Plaintiff and the class expects that baby care products that are labeled or advertised
9 as being “natural” to be free from synthetic, harmful and/or toxic ingredients.

10 20. The Huggies’ Wipes actually contain nonnatural, synthetic, and/or artificial
11 ingredients, including phenoxyethanol, caprylyl glycol, cocamidopropyl betaine, and sodium
12 citrate.

13 21. The phrases “natural”, “gentle”, “hypoallergenic”, “simplest formula for a gentle
14 clean”, “#1 Branded Wipes”, “softer for sensitive skin” are representations to a reasonable consumer
15 that the Products contains only natural ingredients. These phrases are misleading to a reasonable
16 consumer because the Products actually contain unnatural and synthetic ingredients.

17 22. The Products have been labeled “natural”, “gentle”, “hypoallergenic”, “simplest
18 formula for a gentle clean”, “#1 Branded Wipes”, “softer for sensitive skin” “gentle clean”,
19 “America’s #1 branded baby wipe,” “hypoallergenic Natural Care®”, and “soft and gentle clean” at
20 all times during the last four years, at least.

21 23. Based on the language that appears on the front of the Products, Plaintiff Ms. Haris
22 reasonably believed that Products contained only natural ingredients.

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26 ⁴ 75 Fed. Reg. 63552, 63586 (Oct. 15, 2010).

27 ⁵ FDA, Small Business & Homemade Cosmetics: Fact Sheet, *available at*
<http://www.fda.gov/Cosmetics/ResourcesForYou/Industry/ucm388736.htm#7>.

1 e. whether Plaintiff and the classes have sustained damages with
2 respect to the common-law claims asserted, and if so, the proper measure of their
3 damages.

4 28. Plaintiff' claims are typical of those of other class members because Plaintiff, like
5 all members of the classes, purchased Defendant's Products bearing the natural representations and
6 Plaintiff sustained damages from Defendant's wrongful conduct.

7 29. Plaintiff will fairly and adequately protect the interests of the classes and have
8 retained counsel that is experienced in litigating complex class actions. Plaintiff has no interests
9 which conflict with those of the classes.

10 30. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy.

12 31. The prerequisites to maintaining a class action for equitable relief are met as
13 Defendant has acted or refused to act on grounds generally applicable to the classes, thereby
14 making appropriate equitable relief with respect to the classes as a whole.

15 32. The prosecution of separate actions by members of the classes would create a risk of
16 establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For
17 example, one court might enjoin Defendant from performing the challenged acts, whereas another
18 might not. Additionally, individual actions could be dispositive of the interests of the classes even
19 where certain Class members are not parties to such actions.

20 **COUNT I**
21 **Violation Of California's Consumers Legal Remedies Act ("CLRA"),**
22 **California Civil Code §§ 1750, *et seq.***

23 33. Plaintiff hereby incorporate by reference the allegations contained in all preceding
24 paragraphs of this complaint.

25 34. Plaintiff Haris bring this claim individually and on behalf of the members of the
26 proposed California Subclass against Defendant.

27 35. This cause of action is brought pursuant to California's Consumers Legal Remedies
28 Act, Cal. Civ. Code §§ I750-I785 (the "CLRA").

1 36. Plaintiff Haris and the other members of the California Subclass are “consumers,”
2 as the term is defined by California Civil Code § 1761(d), because they bought the Products for
3 personal, family, or household purposes.

4 37. Plaintiff Haris, the other members of the California Subclass, and Defendant have
5 engaged in “transactions,” as that term is defined by California Civil Code § 1761(e).

6 38. The conduct alleged in this Complaint constitutes unfair methods of competition
7 and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
8 undertaken by Defendant in transactions intended to result in, and which did result in, the sale of
9 goods to consumers.

10 39. As alleged more fully above, Defendant has violated the CLRA by falsely
11 representing to Plaintiff Haris and the other members of the California Subclass that the Products
12 are “natural”, “gentle clean”, “hypoallergenic”, and “#1 Branded Wipes”, “Huggies Natural
13 Care®”, “America’s #1 branded baby wipe,” “hypoallergenic Natural Care®”, and “soft and gentle
14 clean.”when in fact they are made with synthetic ingredients.

15 40. As a result of engaging in such conduct, Defendant has violated California Civil
16 Code § 1770(a)(5), (a)(7) and (a)(9).

17 41. On October 27, 2017 and on December 7, 2017, Plaintiff Haris mailed a notice letter
18 to Defendant consistent with California Civil Code § 1782(a). The letter was sent on behalf of
19 Haris and all other persons similarly situated. In addition, the declaration establishing venue was
20 submitted and previously attached to the original complaint filed in this case.

21 42. Accordingly, pursuant to California Civil Code § 1780(a)(3), Plaintiff Haris, on
22 behalf of themselves and all other members of the California Subclass, seeks injunctive relief,
23 compensatory damages, punitive damages, and restitution of any ill-gotten gains due to
24 Defendant’s acts and practices.

COUNT II

**Violation Of California’s Unfair Competition Law (“UCL”),
California Business & Professions Code §§ 17200, *et seq.***

43. Plaintiff hereby incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

44. Plaintiff Haris bring this claim individually and on behalf of the members of the proposed California Subclass against Defendant.

45. Defendant is subject to California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising”

46. Defendant violated the “unlawful” prong of the UCL by violating the CLRA and the FAL, as alleged herein.

47. Defendant’s misrepresentations and other conduct, described herein, violated the “unfair” prong of the UCL in that their conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct outweighs any alleged benefits.

48. Defendant violated the “fraudulent” prong of the UCL by misrepresenting that the Products are “natural”, “gentle clean”, “hypoallergenic”, and “#1 Branded Wipes”, “Huggies Natural Care®”, “America’s #1 branded baby wipe,” “hypoallergenic Natural Care®”, and “soft and gentle clean.” when, in fact, they are made with synthetic ingredients.

49. Plaintiff Haris and the California Subclass lost money or property as a result of Defendant’s UCL violations because: because: (a) they would not have purchased the Products on the same terms if they knew that the Products were made with unnatural and synthetic ingredients (b) they paid a substantial price premium compared to other skin care and hygiene products due to Defendant’s misrepresentations; and (c) the Products do not have the characteristics, uses, or benefits as promised.

COUNT III

**Violation Of California’s False Advertising Law (“FAL”),
California Business & Professions Code §§ 17500, *et seq.***

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3 50. Plaintiff hereby incorporate by reference the allegations contained in all preceding
4 paragraphs of this complaint.

5 51. Plaintiff Haris bring this claim individually and on behalf of the members of the
6 proposed California Subclass against Defendant.

7 52. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
8 makes it “unlawful for any person to make or disseminate or cause to be made or disseminated
9 before the public in this state, ... in any advertising device ... or in any other manner or means
10 whatever, including over the Internet, any statement, concerning ... personal property or services,
11 professional or otherwise, or performance or disposition thereof, which is untrue or misleading and
12 which is known, or which by the exercise of reasonable care should be known, to be untrue or
13 misleading.”

14 53. Defendant committed acts of false advertising, as defined by §§17500, *et seq.*, by
15 misrepresenting that the Products are “natural”, “gentle clean”, “hypoallergenic”, and “#1 Branded
16 Wipes”, “Huggies Natural Care®”, “America’s #1 branded baby wipe,” “hypoallergenic Natural
17 Care®”, and “soft and gentle clean.” when they are not.

18 54. Defendant knew or should have known through the exercise of reasonable care that
19 their representations about the Products were untrue and misleading.

20 55. Defendant’s actions in violation of §§ 17500, *et seq.* were false and misleading such
21 that the general public is and was likely to be deceived. Plaintiff Haris and the California Subclass
22 lost money or property as a result of Defendant’s FAL violations because: (a) they would not have
23 purchased the Products on the same terms if they knew that the Products were made with unnatural
24 and synthetic ingredients; (b) they paid a substantial price premium compared to other skin care
25 and hygiene products due to Defendant’s misrepresentations; and (c) the Products do not have the
26 characteristics, uses, or benefits as promised.

COUNT IV

Breach of Express Warranty

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3 56. Plaintiff hereby incorporate by reference the allegations contained in all preceding
4 paragraphs of this complaint.

5 57. Plaintiff brings this claim individually and on behalf of the proposed Class,
6 California Subclass against Defendant.

7 58. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,
8 expressly warranted that the Products are “natural”, “gentle clean”, “hypoallergenic”, and “#1
9 Branded Wipes”, “Huggies Natural Care®”, “America’s #1 branded baby wipe,” “hypoallergenic
10 Natural Care®”, and “soft and gentle clean.”

11 59. Defendant’s express warranties, and its affirmations of fact and promises made to
12 Plaintiff and the Class regarding the Products, became part of the basis of the bargain between
13 Defendant and Plaintiff and the Class, thereby creating an express warranty that the Products
14 would conform to those affirmations of fact, representations, promises, and descriptions.

15 60. The Products do not conform to the express warranty because they contain
16 ingredients that are unnatural and synthetic.

17 61. As a direct and proximate cause of Defendant’s breach of express warranty, Plaintiff
18 and Class members have been injured and harmed because: (a) they would not have purchased the
19 Products on the same terms if they knew the truth about the Products’ unnatural ingredients; (b)
20 they paid a substantial price premium based on Defendant’s express warranties; and (c) the
21 Products do not have the characteristics, uses, or benefits as promised.

COUNT V

Unjust Enrichment

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23 62. Plaintiff hereby incorporate by reference the allegations contained in all preceding
24 paragraphs of this complaint.

25 63. Plaintiff brings this claim individually and on behalf of the proposed Class,
26 California Subclass against Defendant.
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff demand judgment on behalf of themselves and members of the
3 Class, California Subclass, as follows:

- 4 A. For an order certifying the nationwide Class, California Subclass under Rule 23 of
5 the Federal Rules of Civil Procedure; naming Plaintiff as Class and Subclass
6 representatives; and naming Plaintiff’ attorneys as Class Counsel representing the
7 Class and Subclass members;
- 8 B. For an order finding in favor of Plaintiff, the nationwide Class, the California
9 Subclass, on all counts asserted herein;
- 10 C. For an order awarding statutory, compensatory, treble, and punitive damages in
11 amounts to be determined by the Court and/or jury;
- 12 D. For injunctive relief enjoining the illegal acts detailed herein;
- 13 E. For prejudgment interest on all amounts awarded;
- 14 F. For an order of restitution and all other forms of equitable monetary relief;
- 15 G. For an order awarding Plaintiff their reasonable attorneys’ fees and expenses and
16 costs of suit.

17 **JURY TRIAL DEMANDED**

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

19 Dated: December 8, 2017

20 Respectfully submitted,

21 **NATHAN & ASSOCIATES, APC**

22 By: /s/ Reuben D. Nathan
23 Reuben D. Nathan

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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

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

Table with columns PTF, DEF and rows for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with columns CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. 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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE

SIGNATURE OF ATTORNEY OF RECORD

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

Northern District of California

NASREEN HARIS, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

KIMBERLY-CLARK WORLDWIDE, INC.; and Does 1 through 10; inclusive

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

KIMBERLY-CLARK WORLDWIDE, INC.
351 Phelps Drive
Irvine, Texas 75038

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, CA 92101

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

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: