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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
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18 v.
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21 EDGEWELL PERSONAL CARE, LLC;
22 EDGEWELL PERSONAL CARE
23 BRANDS, LLC; and DOES 1 through 25,
24 inclusive.

25 **DEFENDANTS.**
26

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 DEFENDANTS, EDGEWELL
5 PERSONAL CARE, LLC and EDGEWELL PERSONAL CARE BRANDS, LLC

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 **NATURE OF ACTION**

11 1. Plaintiff, Paige Hernandez (“Plaintiff”) files this class action lawsuit on
12 behalf of herself and all similarly situated persons who purchased “Banana Boat Natural
13 Reflect” products branded by EDGEWELL PERSONAL CARE, LLC and EDGEWELL
14 PERSONAL CARE BRANDS, LLC, shall be commonly known as “DEFENDANTS”.

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

22 **PARTIES**

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

3 5. DEFENDANT, EDGEWELL PERSONAL CARE, LLC is a Delaware
4 limited company with its principal place of business at 6 Shelton Drive, Shelton, CT
5 06484. DEFENDANT, EDGEWELL PERSONAL CARE BRANDS, LLC is a Delaware
6 limited company with its principal place of business at 6 Shelton Drive, Shelton, CT
7 06484. Collectively, the defendants are referred to as “DEFENDANTS”.

8 6. DEFENDANTS' Products contain false and misleading claims that are the
9 subject of the instant lawsuit. DEFENDANTS is the owner, manufacturer, packager,
10 and/or a distributor of the Products, and is the company that created and/or authorized the
11 false, misleading, and deceptive advertisements and/or packaging and labeling for the
12 Products that claim it is natural or contains natural ingredients.

7. That the true names and capacities, whether individual, corporate, associate or otherwise of each of the DEFENDANTS designated herein as a DOE are unknown to Plaintiff at this time, who therefore, sue said DEFENDANTS 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 DEFENDANTS 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. On information and belief, Plaintiff alleges that at all times herein mentioned, each of the DEFENDANTS was acting as the agent, servant or employee of the other DEFENDANTS and that during the times and places of the incident in question, DEFENDANTS and each of their agents, servants, and employees became liable to Plaintiff and class members for the reasons described in the complaint herein, and thereby proximately caused Plaintiff to

1 sustain damages as set forth herein. On information and belief, Plaintiff alleges that
2 DEFENDANTS carried out a joint scheme with a common business plan and policies in
3 all respects pertinent hereto and that all acts and omissions herein complained of were
4 performed in knowing cooperation with each other.

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

12 9. Plaintiff is informed and believes, and thereon alleges, that each of said
13 DEFENDANTS is in some manner intentionally, negligently, or otherwise responsible
14 for the acts, omissions, occurrences, and transactions alleged herein.

15 **JURISDICTION AND VENUE**

16 10. This Court has subject matter jurisdiction according to 28 U.S.C. § 1332(d),
17 because this case is a class action where the aggregate claims of all members of the
18 proposed class are in excess of \$5,000,000.00, exclusive of interest and costs and most
19 members of the proposed class are citizens of states different from DEFENDANTS. This
20 Court also has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §
21 1367.

22 11. Pursuant to 28 U.S.C. §1391(a), venue is proper. Plaintiff is a citizen of
23 Orange County, California. This Court has personal jurisdiction over DEFENDANTS
24 because DEFENDANTS conduct business in California and otherwise intentionally avail
25 themselves of the markets in California to render the exercise of jurisdiction by this Court
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1 proper. DEFENDANTS has marketed, promoted, distributed, and sold the products in
2 California and in this District where Plaintiff purchased DEFENDANTS's Products.

3 **FACTUAL BACKGROUND**

4 12. Plaintiff, PAIGE HERNANDEZ has purchased each of the Products (as
5 herein defined below) from 2014 to 2015 Orange County and San Bernardino County
6 from various retail stores including, but not limited to CVS.

7 13. DEFENDANTS promote the brand Banana Boat "Natural Reflect", which is
8 brand of skin care and cosmetic products sold in retail stores throughout the United
9 States. DEFENDANTS manufacture several sunscreen products that are promoted as
10 "natural", but contain synthetic and/or artificial ingredients. DEFENDANTS' falsely
11 promote, advertises, and markets these various skin care Products (as defined below) as
12 all natural and/or made with all natural ingredients. Based on DEFENDANTS'S
13 Products being labeled as "Natural" and "100% naturally sourced sunscreens". Instead,
14 the Products contain such synthetics and/or artificial ingredients such as Dimethicone
15 PEG-8 Laurate; Glyceryl Stearate; Methicone; PEG-8; Lauryl PEG-8 Dimethicone;
16 Tocopheryl Acetate; Dimethicone; Phenoxyethanol; and Caprylyl Glycol. In or about
17 April 2016, the Federal Trade Commission ("FTC") filed complaints against cosmetics
18 manufacturers for representing that their products were "natural" when they contained
19 one or both of the two ingredients herein complained of. Four companies agreed to cease
20 marketing the products in question as being "natural."¹

21 14. DEFENDANTS manufacture, produce, and market various skin care
22 Products that are sold throughout the United States. DEFENDANTS' claim that the
23 Products that are the subject of this action are DEFENDANTS' Products.

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

15. The products (“Products”) that are the subject of this lawsuit with a corresponding list of unnatural (synthetic) ingredients include:

a) Natural Reflect:



their-personal-care

b) Natural Reflect Baby:



c) Natural Reflect Kids:



Synthetic/Artificial Ingredients:

- a) Dimethicone PEG-8 Laurate;
- b) Glyceryl Stearate;
- c) Methicone;
- d) PEG-8;
- e) Lauryl PEG-8 Dimethicone;
- f) Tocopheryl Acetate;
- g) Dimethicone;
- h) Phenoxyethanol; and
- i) Caprylyl Glycol;

16. DEFENDANTS prominently displays “Natural” and “100% naturally sourced sunscreens” on the face of its Products. DEFENDANTS enhances its “Natural” and “Natural” and “100% naturally sourced sunscreens” by its statement that is prominently displaying leaves and other insignia that promotes that it is natural and statements that it is “proven effective....skin damage”. Throughout all of its advertising Plaintiff understood these representations to mean that Products did not contain synthetic or artificial chemicals. Plaintiff purchased the Products at a substantial price premium, and would not have bought the product had she known that the labeling she relied on was false, misleading, deceptive and unfair. Plaintiff would purchase the Products again in the future if Defendant changed the composition of the Products so that they conformed to their “natural” labeling and marketing.

17. The phrase “Natural” and “100% naturally sourced sunscreens” are representations made by DEFENDANTS in advertising the Products to consumers that reasonable consumers believe contain only natural ingredients.

1 18. DEFENDANTS knew that Plaintiff and consumers will pay more for a
2 product labeled “Natural” and “100% naturally sourced sunscreens” and intended to
3 deceive Plaintiff and putative class members by labeling the Products as purportedly
4 natural products. The phrases “Natural” and “100% naturally sourced sunscreens” are
5 misleading to a reasonable consumer, because the Products actually contain artificial and
6 synthetic ingredients.

7 19. DEFENDANTS’S Products contain artificial or synthetic ingredients. Each
8 of the DEFENDANTS’S Products each contains synthetic/artificial ingredients as set
9 forth herein above.

10 **PRIVATE ATTORNEYS GENERAL ALLEGATIONS**

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

20 **CLASS ACTION ALLEGATIONS**

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

23 22. The following Classes that Plaintiff seeks to represent are:
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- a. All persons residing in the United States who purchased the Products for personal, family, or household use and not for resale during the time period January 21, 2014, through the present date (“Class”).
- b. All persons residing in the State of California who purchased the Products for personal, family, or household use and not for resale during the time period January 21, 2014, through the present date (“Sub-Class”).

23. The Class comprises many thousands of persons throughout the United States and California, the joinder of whom is impracticable, and the disposition of their claims in a Class Action will benefit the parties and the Court. The Class is sufficiently numerous because millions of units of the Products have been sold in the United States and State of California during the time period January 19, 2014, through the present (the “Class Period”).

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

- a. Numerosity: The members of the class are so numerous that any form of joinder of all members would be unfeasible and impractical. On information and belief, Plaintiff believes the Class and Sub-Class exceed thousands of members.
- b. Typicality: Plaintiff is qualified to and will fairly and adequately protects the interests of each member of the class with whom they have a well-defined community of interest and the claims (or defenses, if any), are typical of all members of the class.
- c. Adequacy: Plaintiff does not have a conflict with the class and is qualified to, and will fairly and adequately protect the interests of each member of the class with whom they have a well- defined community of interest and typicality of

1 claims, as alleged herein. Plaintiff acknowledges that they have an obligation
2 to the Court to make known any relationship, conflict, or differences with any
3 member. Plaintiffs' attorneys and proposed class counsel are well versed in the
4 rules governing class action and complex litigation regarding discovery,
5 certification, and settlement.

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

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

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

- i. Whether DEFENDANTS committed statutory and common law fraud by doing so; and
- j. Whether DEFENDANTS' conduct is an unlawful business act or practice within the meaning of Business and Professions Code section 17200, *et seq.*;

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

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

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

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

1 30. DEFENDANTS have acted on grounds generally applicable to the entire
2 Class, thereby making final injunctive relief and/or corresponding declaratory relief
3 appropriate with respect to the Class as a whole. The prosecution of separate actions by
4 individual Class members would create the risk of inconsistent or varying adjudications
5 with respect to individual members of the Class that would establish incompatible
6 standards of conduct for DEFENDANTS.

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

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

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

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

Consumers Legal Remedies Act, California Civil Code §§ 1750, et seq.
By Plaintiff and Proposed California Class against DEFENDANTS

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

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

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

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

1 c. DEFENDANTS' acts and practices described herein constitute the
2 advertisement of DEFENDANTS' Products without the intent to sell them as advertised;

3 d. DEFENDANTS's acts and practices constitute representations that
4 DEFENDANTS Products have been supplied in accordance with previous
5 representations when it has not.

6 39. Plaintiff and the proposed Sub-Class of California class members suffered
7 injuries caused by DEFENDANTS because they would not have purchased
8 DEFENDANTS Products if the true facts were known concerning its false and
9 misleading regarding its "natural" claims, statements and representations.

10 40. On or about January 20, 2018, prior to filing this action, a notice letter was
11 served on DEFENDANTS. Plaintiff served the letter on DEFENDANTS advising
12 DEFENDANTS that it is in violation of the CLRA, demanding remedies for Plaintiff and
13 class members pursuant to California Civil Code §1782(a).

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

17
18 **SECOND CAUSE OF ACTION**

19 Violation Of California Business & Professions Code §§17500, et seq.
20 Plaintiff and Proposed California Class against DEFENDANTS

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

23 43. Pursuant to California Business & Professions Code §§ 17500, et seq., it is
24 "unlawful for any person to make or disseminate or cause to be made or disseminated
25 before the public in this state, ... in any advertising device ... or in any other manner or
26 means whatever, including over the Internet, any statement, concerning ... personal

1 property or services, professional or otherwise, or performance or disposition thereof,
2 which is untrue or misleading and which is known, or which by the exercise of
3 reasonable care should be known, to be untrue or misleading.”

4 44. DEFENDANTS committed acts of false advertising, as defined by §17500,
5 by making claims that the Products are “natural”, which are misleading based on the fact
6 it contains artificial or synthetic ingredients.

7 45. DEFENDANTS knew or should have known, through the exercise of
8 reasonable care that DEFENDANTS’ representations and statements that its Products are
9 “natural” were/are false, untrue and misleading to Plaintiff and class members.

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

12 47. Plaintiff and the Proposed California Class lost money or property as a result
13 of DEFENDANTS’ false advertising violations, because Plaintiff and Proposed
14 California Class would not have purchased DEFENDANTS’ Products if the true facts
15 were known concerning its quality and contents.

16 48. Plaintiff and Proposed California Class paid a premium for DEFENDANTS
17 Products due to their reliance on DEFENDANTS’S good faith and reputation and upon
18 DEFENDANTS’ promises and representations.

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20 **THIRD CAUSE OF ACTION**

21 Breach of Express Warranty

22 By Plaintiff and Proposed Nationwide Class against DEFENDANTS

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

25 50. Plaintiff brings this claim individually and on behalf of the proposed Class
26 against DEFENDANTS.

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

6 52. DEFENDANTS' Products is not fit for such purposes because each of the
7 express warranties that the Products are "Natural" and "100% naturally sourced
8 sunscreens".

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

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

17
18 **FOURTH CAUSE OF ACTION**

19 Violations of California Commercial Code § 2313

20 By Plaintiff and Proposed California Class against DEFENDANTS

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

23 56. DEFENDANTS made statements, representations, and affirmations of fact
24 or promises, or descriptions of goods carrying health and wellness claims regarding the
25 Products. Plaintiff and other Class members reasonably relied on DEFENDANTS'

1 statements and representations regarding the Product at the time of purchasing the
2 Products. California Commercial Code §2313(1).

3 57. DEFENDANTS breached its express warranties by selling products and
4 goods that are not “natural” since the Products contain artificial or synthetic ingredients
5 as identified herein above.

6 58. DEFENDANTS’ breached was the actual and proximate cause of the injury
7 to Plaintiff and Class members in the form of money that was paid in exchange for the
8 Products.

9 59. Plaintiff seeks damages on behalf of herself and other Class members as a
10 result of DEFENDANTS’ breaches of express warranty.

11
12 **FIFTH CAUSE OF ACTION**

13 **Fraud**

14 **Plaintiff and Proposed Nationwide Class against DEFENDANTS**

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

17 61. Plaintiff brings this claim individually and on behalf of the proposed Class
18 against DEFENDANTS. PLAINTIFF purchased the Products that are the subject of this
19 complaint from 2014 to 2015 from retail stores located in Orange County and San
20 Bernardino County including CVS locations. Prior to purchasing the Products, Plaintiff
21 saw and read the front of the product packaging, and relied on the representation and
22 warranty that the product would “Natural” and “100% naturally sourced sunscreens” on
23 the face of its Products. Plaintiff understood these representations to mean that Products
24 did not contain synthetic or artificial chemicals. Plaintiff purchased the Products at a
25 substantial price premium, and would not have bought the product had she known that
26 the labeling she relied on was false, misleading, deceptive and unfair. Plaintiff would

1 purchase the Products again in the future if Defendant changed the composition of the
2 Products so that they conformed to their “natural” labeling and marketing.

3 62. As discussed above, DEFENDANTS provided Plaintiff and Class members
4 with false or misleading material information and failed to disclose material facts about
5 DEFENDANTS’ Products.

6 63. DEFENDANTS misrepresented the ‘natural’ claims related to the Products.

7 64. These misrepresentations and/or omissions were made by DEFENDANTS
8 with knowledge of their falsehood.

9 65. The misrepresentations and/or omissions made by DEFENDANTS, upon
10 which Plaintiff and Class members reasonably and justifiably relied, were intended to
11 induce and actually induced Plaintiff and Class members to purchase DEFENDANTS’
12 Products.

13 66. The fraudulent actions of DEFENDANTS caused damage to Plaintiff and
14 Class members, who are entitled to damages, punitive damages, and other legal and
15 equitable relief as a result.

16
17 **SIXTH CAUSE OF ACTION**

18 Violation California Business & Professions Code §§ 17200, et seq.
19 By Plaintiff and Proposed California Class against DEFENDANTS

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

22 76. Plaintiff brings this claim individually and on behalf of the proposed Sub-
23 Class against DEFENDANTS. DEFENDANTS are subject to California’s Unfair
24 Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. The UCL provides, in
25 pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent
26 business practices and unfair, deceptive, untrue or misleading advertising”

1 77. Plaintiff and consumers have relied on DEFENDANTS' representations,
2 statements, and claims concerning their Products that have resulted in injury to Plaintiff
3 and consumers that could have been resulted. Plaintiff and consumers would not have
4 purchased the Products and not been subject to losses incurred directly caused by
5 DEFENDANTS and as a result of their untrue, misleading, and/or false statements,
6 representations, and/or claims.

7 78. DEFENDANTS has/had knowledge that its "natural" claims are false or
8 misleading as a result the Products contains artificial or synthetic ingredients.

9 Unlawful Acts and/or Practices

10 79. A violation of any law also constitutes an unlawful business practice
11 pursuant to California Business and Professions Code §17200, et seq.

12 80. DEFENDANTS violated the same Acts as a result of violating False
13 Advertising Law ("FAL"), California Business and Professions Code §§17500, et seq.,
14 The Consumers Legal Remedy Act ("CLRA"), Cal. Civ. Code §§1750, et seq., and
15 California Commercial Code §§2313 and 2314 ("CC"), as herein referenced in the
16 preceding First, Second, Third, and Fourth Causes of Action.

17 81. DEFENDANTS' conducts violates section 5 of the Federal Trade
18 Commission ("FTC") Acts, 15 U.S.C. §45 ("FTC"), which prevents unfair methods of
19 competition and unfair and deceptive acts and/or practices affecting commerce. In the
20 same manner, DEFENDANTS violated FAL and CLRA by representing the Products are
21 "Natural" and "100% naturally sourced sunscreens", DEFENDANTS have also violated
22 section 5 of the Federal Trade Commission ("FTC") Acts, 15 U.S.C. §45 as a result of the
23 fact the Products contain synthetic and artificial ingredients.

24 82. DEFENDANTS' conduct also violates Cal. Health & Safety Code §111765
25 ("H&S") which prohibits the sale of misbranded cosmetic items. The Products are
26

1 misbranded because DEFENDANTS claim that the Products are “Natural” or “100%
2 naturally sourced sunscreens” when they contain synthetic and artificial ingredients.

3 83. As a result of violating FAL, CLRA, FTC, H&S and CC, DEFENDANTS
4 have engaged in unlawful business acts or practices and therefore violated California
5 Business and Professions Code §17200, et seq.

6 Unfair Acts and/or Practices

7 84. DEFENDANTS’ acts or practices are oppressive, unethical, immoral, unfair
8 conduct to consumers constitutes and violated established policies. DEFENDANTS
9 representations and claims that the Products are “Natural” and “100% naturally sourced
10 sunscreens” when they contain synthetic and artificial ingredients are false and untrue.

11 85. DEFENDANTS’s misrepresentations and other conduct, described herein,
12 violated the “unfair” prong of the UCL in that its conduct is substantially injurious to
13 consumers, offends public policy, and is immoral, unethical, oppressive, and
14 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.

15 DEFENDANTS’ conduct constitutes an unfair violation because DEFENDANTS
16 conduct is unethical, unscrupulous, and injurious to consumers given the false and
17 misleading labeling. The harm is substantial given significant given false claims and
18 representation which caused harm to the Plaintiff and class members.

19 86. DEFENDANTS have specific knowledge that its ‘natural’ related claims
20 such as “Natural” and “100% naturally sourced sunscreens” are false and misleading, but
21 continued to market the DEFENDANTS’ Products with the intent of making substantial
22 profits.

23 87. DEFENDANTS’ conduct is also unfair given the huge profits derived from
24 the sale of the DEFENDANTS Products at the expense of consumers as a result of the
25 false and misleading advertising claims. DEFENDANTS have engaged and continue to
26

1 engage in conduct that violates established policies of FAL, CLRA, Health & Safety
2 Code, Fraud, Commercial Code, which have allowed DEFENDANTS gain an unfair
3 advantage over its competitors whose advertising and representations comply with the
4 law.

5 Fraudulent Acts and/or Practices

6 88. DEFENDANTS violated the “fraudulent” prong of the UCL by making false
7 statements, untruths, and misrepresentations about health and wellness claims relating to
8 its Products, as described herein this complaint, which are likely to deceive reasonable
9 consumers and the public.

10 89. Plaintiff, the Class, and the Subclass lost money or property as a result of
11 DEFENDANTS’S UCL violations because they would not have purchased
12 DEFENDANTS’S Products or paid the premium price, if the true facts were known
13 concerning its false representations and claims.

14 90. DEFENDANTS’ business practices, as detailed above, are unethical,
15 oppressive and unscrupulous, and they violate fundamental policies of this state. Further,
16 any justification for DEFENDANTS’ wrongful conduct is outweighed by the adverse
17 effects of such conduct.

18 91. Plaintiff, the Class, and Sub-Class members could not reasonably avoid the
19 harm caused by DEFENDANTS’ wrongful practices. Assuming, arguendo, that
20 DEFENDANTS’ practices are not express violations of the laws set forth above, those
21 practices fall within the penumbra of such laws and a finding of unfairness can properly
22 be-tethered to the public policies expressed therein. Thus, DEFENDANTS engaged in
23 unfair business practices prohibited by California Business & Professions Code § 17200
24 et seq.

1 92. Plaintiff, the Class, and the Sub-Class are entitled to restitution and
2 injunctive relief.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
6 seeks judgment against DEFENDANTS, as follows:

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

DEMAND FOR TRIAL BY JURY

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

Respectfully submitted,

Dated: January 20, 2018

NATHAN & ASSOCIATES, APC

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

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

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

DEFENDANTS (Check box if you are representing yourself ☐)

(b) County of Residence of First Listed Plaintiff _____

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

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 ☐ 3. Federal Question (U.S. Government Not a Party)
☐ 2. U.S. Government Defendant ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input 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 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:** \$ _____

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"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number: _____

**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 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 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 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 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 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 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 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: ➔	

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 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): _____

DATE: _____

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

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

)
)
)
)
)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

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:

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:

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 Defendants, Edgewell Personal Care Products, LLC and Edgewell Personal Care, LLC ("Defendants") conducts substantial business in this District.
3. I purchased Banana Boat Natural Reflect 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 January 17, 2018 in Ontario, California.

DocuSigned by:

Paige Hernandez

91C55BCC15CE441...

Paige Hernandez