UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS DIVISION

Ryan Hengel, individually and on behalf of all others similarly situated, Plaintiff, - against - Edgewell Personal Care Brands, LLC, Defendant	3:22-cv-02741 Class Action Complaint Jury Trial Demanded

Plaintiff alleges on information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. Edgewell Personal Care Brands, LLC ("Defendant") manufactures, markets, labels and sells SPF 50+ sunscreen in stick form to babies as Simply Protect and adults as Sport Ultra under the Banana Boat brand ("Products").

I. PRICE DISCRIMINATION

2. During the past ten years, numerous states and Congress have taken steps to end what is referred to as the "Pink Tax."[1]

3. This refers to the phenomenon where substantially similar or identical personal care products are marketed to women which exceed the price of the men's version of those items.

4. According to studies, women regularly pay at least 25% more for such products, even though they are substantively identical to the male versions, save for differences in color and small amounts of one or two inactive ingredients.

5. While gender-neutral explanations have been offered as the basis for this tax, years of research have shown that the only viable explanation is based on gender discrimination.

6. Social scientists have identified variations of the "pink tax" between personal care products marketed as for children and adults.

7. Numerous explanations purport to explain such significantly different prices, including packaging formats, label statements, retailer discretion to set prices different than those recommended by the manufacturer, insurance requirements and regulatory factors.

8. This has been referred to as the "kids' tax," which imposes additional costs on parents with children.

9. The "kids' tax" exists because studies have shown that demand for children's versions of personal care products is inelastic, since parents are less sensitive to paying higher prices when they believe they are buying products specifically formulated for their children.

[1] The color pink is often used by marketers for women's products, although it often is used to convey gentleness and softness.

II. BABY AND ADULT SUNSCREENS

10. While both products are sold in a stick applicator providing UVA/UVB Protection for "Broad Spectrum SPF 50+" with "Water Resistance (80 Minutes)," the other differences listed below appear significant to a purchaser of sunscreen for a baby or small child.

	Baby	Adult
Name	Simply Protect	Sport Ultra
Colors	White, light pink, light blue	Orange, blue
Oz.	0.50	1.50
$	6.76	7.97
Claims	25% Fewer Ingredients Made Without Oxybenzone & Parabens No Added Oils & Fragrances	Reef Friendly – No Oxybenzone or Octinoxate

11. The representations on the Baby version cause parents to expect it is specifically designed for their babies' needs.

12. This includes the prominent claim of "25% fewer ingredients," because parents of small children and babies believe the number of ingredients is inversely related to a product's safety and natural attributes.

13. That the Baby version contains "No Added Oils & Fragrances" appeals to parents of small children and babies because these ingredients are linked to skin irritation.

14. The back label of the Baby version describes it as "gentle formula [which] is non-irritating, so time spent outside with your baby can be worry free."

15. Defendant knows that parents prefer products containing natural and pure

ingredients, without fragrances, so that their babies' "delicate skin" will not be irritated.

III. BABY AND ADULT VERSIONS ARE SUBSTANTIVELY IDENTICAL

16. Despite the significantly different and specific representations on the Baby version, the Products are substantively identical. yet sold at dramatically different prices.

17. This is because they contain the same active ingredients in the same relative amounts, including avobenzone (2.7%), homosalate (9.0%), octisalate (4.5%) and octocrylene 9.0%.

18. Not only do the Products contain the relative identical amounts of active ingredients, their 14 inactive ingredients are present in the same relative amounts, shown by their listing in order of predominance.

Baby

Inactive Ingredients Ozokerite, Caprylic/Capric Triglyceride, Ethylhexyl Palmitate, Diisopropyl Adipate, Cetyl Alcohol, Theobroma Cacao (Cocoa) Seed Butter, Dimethicone, PEG-8, Caprylyl Glycol, Silica, Lauryl PEG-8 Dimethicone, Methyl Dihydroabietate, Phenylisopropyl Dimethicone, Polyglyceryl-3 Stearate/Isostearate/Dimer Dilinoleate Crosspolymer.

Adult

Inactive Ingredients Ozokerite, Caprylic/Capric Triglyceride, Ethylhexyl Palmitate, Diisopropyl Adipate, Cetyl Alcohol, Theobroma Cacao (Cocoa) Seed Butter, Dimethicone, PEG-8, Caprylyl Glycol, Silica, Lauryl PEG-8 Dimethicone, Methyl Dihydroabietate, Phenylisopropyl Dimethicone, Polyglyceryl-3 Stearate/Isostearate/Dimer Dilinoleate Crosspolymer.

19. These inactive ingredients are listed in order below.

Baby	**Adult**
Ozokerite	Ozokerite
Caprylic/Capric Triglyceride	Caprylic/Capric Triglyceride
Ethylhexyl Palmitate	Ethylhexyl Palmitate
Diisopropyl Adipate	Diisopropyl Adipate
Cetyl Alcohol	Cetyl Alcohol
Theobroma Cacao (Cocoa) Seed Butter	Theobroma Cacao (Cocoa) Seed Butter
Dimethicone	Dimethicone

PEG-8	PEG-8
Caprylyl Glycol	Caprylyl Glycol
Silica	Silica
Lauryl PEG-8 Dimethicone	Lauryl PEG-8 Dimethicone
Methyl Dihydroabietate	Methyl Dihydroabietate
Phenylisopropyl Dimethicone	Phenylisopropyl Dimethicone
Polyglyceryl-3 Stearate/Isostearate/Dimer Dilinoleate Crosspolymer	Polyglyceryl-3 Stearate/Isostearate/Dimer Dilinoleate Crosspolymer

20. However, the Products are sold at significantly different prices.

21. For example, the Baby version is sold for $6.76 for 0.50 oz, compared to the Adult version, sold at $7.97 for 1.50 oz.

22. On a per ounce basis, the Baby version is $13.52 and the Adult version is $5.31.

23. This means the Baby version is priced over 254 percent more than the identical Adult version.

24. The price discrepancy confirms to parents that the Baby version they are buying is specifically formulated for the needs of their babies and small children.

25. No substantive or legitimate differences in the Products reasonably justifies the Baby version being priced over 250% higher than the Adult version.

IV. CONCLUSION

26. Defendant makes other representations and omissions with respect to the Products which are false and misleading.

27. As a result of the false and misleading representations, the Baby version is sold for more than two and a half times as much as the Adult version, promoted as specially formulated for use in babies, even though they are identical in composition.

Jurisdiction and Venue

28. Jurisdiction is pursuant to Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. § 1332(d)(2).

29. The aggregate amount in controversy exceeds $5 million, including any statutory damages, exclusive of interest and costs.

30. Plaintiff is a citizen of Illinois.

31. Defendant is a Delaware limited liability company with a principal place of business in Connecticut.

32. The membership of Defendant consists of Edgewell Personal Care Company, a Missouri corporation with a principal place of business in Connecticut.

33. Defendant is a citizen of Missouri and Connecticut.

34. The class of persons Plaintiff seeks to represent includes persons who are citizens of different states from which Defendant is a citizen.

35. The members of the class Plaintiff seeks to represent are more than 100, because the Products have been sold for several years, from thousands of locations including grocery stores, big box stores, drug stores, convenience stores, club stores and online, across the States covered by Plaintiff's proposed classes.

36. Venue is in this District with assignment to the East St. Louis Division because a substantial part of the events or omissions giving rise to these claims occurred in St. Clair County, including Plaintiff's purchase and/or use of the Baby version and awareness and/or experiences of and with the issues described here.

Parties

37. Plaintiff Ryan Hengel is a citizen of Scott Air Force Base, Saint Clair County,

Illinois.

38. Defendant Edgewell Personal Care Brands, LLC is a Delaware limited liability company with a principal place of business in Shelton, Connecticut, Fairfield County.

39. Defendant is one of the largest sellers of personal care products in the world, known for its sunscreen brands.

40. Defendant had a duty to ensure specific groups were not subject to price discrimination for identical products on the basis of the identity of who it was purchased for.

41. Defendant can ensure or incentivize retailers to refrain from selling the Baby version at substantially greater prices than its Adult version.

42. Plaintiff purchased the Baby version at locations including Walmart, 2608 Green Mount Commons Dr Belleville IL 62221-6742, between May 2022 and July 2022, among other times.

43. Plaintiff believed and expected the Baby version was specifically formulated and designed for the unique needs of babies and relied on the labeling and packaging, including the color, claims about having fewer ingredients, that it was fragrance and oil free and gentle for a baby's sensitive skin, which contributed to the belief its higher price compared to the Adult version was justified.

44. Plaintiff relied on the words, terms coloring, descriptions, layout, placement, packaging, and/or images on the Products, on the labeling, statements, omissions, claims, statements, and instructions, made by Defendant or at its directions, in digital, print and/or social media, which accompanied the Products and separately, through in-store, digital, audio, and print marketing.

45. Plaintiff bought the Baby version at or exceeding the above-referenced price instead

of the Adult version.

46. Plaintiff paid more for the Baby version than he would have had he known it was not specifically formulated for babies and was identical to the lower price adult version, or would not have purchased it.

47. The value of the Baby version that Plaintiff purchased was materially less than its value as represented by Defendant.

Class Allegations

48. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following classes:

> **Illinois Class:** All persons in the State of Illinois who purchased the Baby version over the Adult version during the statutes of limitations for each cause of action alleged; and
>
> **Consumer Fraud Multi-State Class**: All persons in the States of Utah, Idaho, Wyoming, Arkansas, Mississippi, North Dakota, West Virginia, Louisiana, Nebraska, Kansas, Montana and South Carolina who purchased the Baby version over the Adult version during the statutes of limitations for each cause of action alleged.

49. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

50. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

51. Plaintiff is an adequate representative because his interests do not conflict with other members.

52. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

53. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

54. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

55. Plaintiff seeks class-wide injunctive relief because the practices continue.

Illinois Consumer Fraud and Deceptive Business Practices Act
("ICFA"), 815 ILCS 505/1, *et seq.*

56. Plaintiff incorporates by reference all preceding paragraphs.

57. Plaintiff believed the Baby version was specifically formulated and designed for the unique needs of babies, when it was not, and was substantially similar and/or identical to the Adult version.

58. Defendant's false, misleading and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

59. Plaintiff would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

Violation of State Consumer Fraud Acts
(Consumer Fraud Multi-State Class)

60. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class are similar to the consumer protection statute invoked by Plaintiff and prohibit the use of unfair or deceptive business practices in the conduct of commerce.

61. The members of the Consumer Fraud Multi-State Class reserve their rights to assert their consumer protection claims under the Consumer Fraud Acts of the States they represent and/or the consumer protection statute invoked by Plaintiff.

62. Defendant intended that members of the Consumer Fraud Multi-State Class would

rely upon its deceptive conduct, which they did, suffering damages.

Breaches of Express Warranty,
Implied Warranty of Merchantability/Fitness for a Particular Purpose
and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq*.

63. The Baby version was manufactured, identified, marketed and sold by Defendant and expressly and impliedly warranted to Plaintiff that it was specifically formulated and designed for the unique needs of babies.

64. Defendant directly marketed the Baby and Adult versions to Plaintiff through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions distributed to resellers, and targeted digital advertising.

65. Defendant knew the product attributes that potential customers like Plaintiff were seeking and developed its marketing and labeling to directly meet those needs and desires, a product containing natural and pure ingredients, that would be gentle and sensitive to a baby's skin.

66. Defendant's representations about the Baby version compared to the Adult version were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant it was specifically formulated and designed for the unique needs of babies.

67. Defendant's representations affirmed and promised that the Baby version was specifically formulated and designed for the unique needs of babies, while the Adult version, costing significantly less on a per ounce basis, could not provide those benefits.

68. Defendant described the Baby version compared to the Adult version as specifically formulated and designed for the unique needs of babies, which became part of the basis of the bargain that it would conform to its affirmations and promises.

69. Defendant had a duty to disclose, provide non-deceptive descriptions and marketing, and ensure the price at which the Baby version was sold to parents was based on its composition and costs, compared to the Adult version.

70. This duty is based on Defendant's outsized role in the market for sunscreens, custodian of the recognized and trusted Banana Boat brand.

71. Plaintiff recently became aware of Defendant's breach of the warranties for the Baby and Adult versions.

72. Plaintiff provided or provides notice to Defendant, its agents, representatives, retailers, and their employees that it breached the warranties for the Baby and Adult versions.

73. Defendant received notice and should have been aware of these issues due to complaints by third-parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

74. The Baby and Adult versions did not conform to their affirmations of fact and promises due to Defendant's actions, as neither was specifically formulated for babies or adults.

75. The Baby version was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to its promises or affirmations of fact made on its packaging, container or label, because it was marketed as if it had substantive differences of utility for use by babies compared to adults.

76. The Baby and Adult versions were not merchantable because Defendant had reason to know the particular purpose for which the Baby version was bought by Plaintiff, because he expected it was specifically formulated for babies, with fewer ingredients, and without ingredients that could irritate a baby's sensitive skin, and he relied on Defendant's skill and judgment to select or furnish such a suitable product.

Negligent Misrepresentation

77. Defendant had a duty to ensure the Products were not sold at substantially different prices based on the status of the purchasers, such as whether or not they were buying for the use of their small children or babies, which it breached.

78. Defendant had a duty to truthfully represent the Products, which included refraining from marketing the baby version as specifically formulated for babies, even though it contained the identical ingredients in the same relative amounts as the adult version, which it breached.

79. This duty was non-delegable, and based on Defendant's position, holding itself out as having special knowledge and experience in this area, a trusted brand in sunscreens.

80. The representations and omissions went beyond the specific representations on the packaging, and incorporated the extra-labeling promises and commitments to quality that Defendant has been known for.

81. These promises were outside of the standard representations that other companies may make in a standard arms-length, retail context.

82. Plaintiff reasonably and justifiably relied on these negligent misrepresentations and omissions, which served to induce and did induce, his purchase of the Product.

Fraud

83. Defendant misrepresented and/or omitted the attributes and qualities of the Baby and Adult versions, that the former was specifically formulated for babies, even though they did not differ in any ingredients or in their relative amounts of them.

Unjust Enrichment

84. Defendant obtained benefits and monies because the Baby version was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members,

who seek restitution and disgorgement of inequitably obtained profits.

Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Injunctive relief to remove, correct and/or refrain from the challenged practices;
3. Awarding monetary, statutory and/or punitive damages and interest;
4. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
5. Other and further relief as the Court deems just and proper.

Dated: November 26, 2022

Respectfully submitted,

/s/ Spencer Sheehan

Sheehan & Associates, P.C.
60 Cuttermill Rd Ste 412
Great Neck NY 11021
(516) 268-7080
spencer@spencersheehan.com

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Ryan Hengel, individually and on behalf of all others similarly situated

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021 (516) 268-7080

DEFENDANTS

Edgewell Personal Care Brands, LLC

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)*

- ☐ 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 *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☑ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☑ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

Click here for: Nature of Suit Code Descriptions .

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☑ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities-Employment
- ☐ 446 Amer. w/Disabilities-Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent-Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX S UITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State 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):***
28 U.S.C. § 1332

Brief description of cause:
False advertising

VII. REQUESTED IN COMPLAINT:

☑ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE
November 26, 2022

SIGNATURE OF ATTORNEY OF RECORD
/s/Spencer Sheehan

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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

UNITED STATES DISTRICT COURT

for the

Southern District of Illinois

Ryan Hengel, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

Edgewell Personal Care Brands, LLC,

Defendant(s)

Civil Action No. 3:22-cv-02741

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Edgewell Personal Care Brands, LLC
c/o Corporate Creations Network Inc.
3411 Silverside Rd Ste 104T
Wilmington DE 19810-4806

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: Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021
(516) 268-7080

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. 3:22-cv-02741

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: