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8 **UNITED STATES DISTRICT COURT FOR THE**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10 ALEXIS SLATEN, an individual, on behalf of
 11 herself, the general public, and those similarly
 situated,

12 Plaintiff,

13 v.

14 CHRISTIAN DIOR, INC.,

15 Defendant.

CASE NO.

**CLASS ACTION COMPLAINT FOR
 VIOLATION OF THE CALIFORNIA
 CONSUMERS LEGAL REMEDIES
 ACT; FALSE ADVERTISING; FRAUD,
 DECEIT, AND/OR
 MISREPRESENTATION; UNFAIR
 BUSINESS PRACTICES; AND UNJUST
 ENRICHMENT**

JURY TRIAL DEMANDED

16
 17 **INTRODUCTION**

18 1. Plaintiff Alexis Slaten, by and through her counsel, brings this class action
 19 against Christian Dior, Inc. (“Defendant” or “Dior”) to seek redress for Defendant’s deceptive
 20 and unlawful practices in labeling and marketing its cosmetic products that make “24 HR”
 21 claims in conjunction with SPF claims, such as “24H FOUNDATION ... WITH SUNSCREEN”
 22 and “24H WEAR ... FOUNDATION WITH SUNSCREEN.”

23 2. Consumers are increasingly aware of the risks associated with sun exposure and
 24 its effect on skin. Cosmetic consumers are attracted to products that provide protection against
 25 the sun’s harmful ultraviolet (“UV”) rays in addition to the products’ cosmetic benefits.
 26 Consumers rely on labels to determine the SPF protection that a product provides.

27 3. Developed decades ago, the Sun Protection Factor (“SPF”) is the most accepted
 28 method for evaluating the photo-protective efficacy of sunscreens. While SPF products protect

1 against UV rays, the SPF is only fully effective for two hours after it is applied. After two
2 hours, the SPF product must be reapplied to provide continued protection from the sun.

3 4. Defendant sells cosmetic products under the brand name Dior. Intending to
4 profit from consumers' desire to protect their skin from the sun's harmful rays, Defendant
5 developed cosmetic foundation products with SPF protection, and labeled these products with
6 24 hour claims such as "24H FOUNDATION ... WITH SUNSCREEN" and "24H WEAR ...
7 FOUNDATION WITH SUNSCREEN." The products do not and cannot provide 24 hours of
8 SPF protection as claimed. The products' labels are therefore false, deceptive and/or
9 misleading.

10 5. Furthermore, the products' labels violate federal and California regulations
11 regarding labeling for each of the following reasons. Under the Federal Food, Drug, and
12 Cosmetic Act (the "Act"), the products are each a "sunscreen" because the labeling suggests to
13 consumers that it is intended to "prevent, cure, treat, or mitigate disease or to affect a structure
14 or function of the body." 21 C.F.R. § 700.35 (defining cosmetics that contain sunscreen
15 ingredients subject the cosmetic to sunscreen labeling requirements). The products contain
16 sunscreen ingredients, including octinoxate, octisalate, and titanium dioxide. *See* 21 C.F.R. §
17 352.10 (defining active sunscreen ingredients). Therefore, the products are required to comply
18 with, *inter alia*, sunscreen labeling requirements that generally prohibit "claims that would be
19 false and/or misleading on sunscreen products" (21 C.F.R. § 201.327(g)).

20 6. The claims are therefore false and misleading in violation of the Act. For the
21 same reason, the labeling of the Products also violates California Health & Safety Code §
22 111730, which states that cosmetics "any cosmetic is misbranded if its labeling is false or
23 misleading in any particular." Plaintiff brings this action to stop Defendant's misleading
24 practices.

25 **PARTIES**

26 7. Alexis Slaten ("Plaintiff") is, and at all times alleged in this Class Action
27 Complaint was, an individual and a resident of San Bruno, California. She makes her
28 permanent home in California and intends to remain in California.

1 8. Defendant Christian Dior, Inc. is a corporation existing under the laws of the
2 State of New York, having its principal place of business in New York, New York.

3 **JURISDICTION AND VENUE**

4 9. This Court has jurisdiction over the subject matter of this action pursuant to 28
5 U.S.C. § 1332(d)(2). The aggregate amount in controversy exceeds \$5,000,000, exclusive of
6 interest and costs; and Plaintiff and Defendant are citizens of different states.

7 10. The injuries, damages and/or harm upon which this action is based, occurred or
8 arose out of activities engaged in by Defendant within, affecting, and emanating from, the State
9 of California. Defendant regularly conducts and/or solicits business in, engages in other
10 persistent courses of conduct in, and/or derive substantial revenue from products provided to
11 persons in the State of California. Defendant has engaged, and continues to engage, in
12 substantial and continuous business practices in the State of California.

13 11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a
14 substantial part of the events or omissions giving rise to the claims occurred in the state of
15 California, including within this District.

16 12. In accordance with California Civil Code Section 1780(d), Plaintiff
17 concurrently files herewith a declaration establishing that she purchased Dior Forever
18 Foundation (in 6N) on one or more occasions during the last four years. (Plaintiff's declaration
19 is attached hereto as Exhibit A.)

20 13. Plaintiff accordingly alleges that jurisdiction and venue are proper in this Court.

21 **SUBSTANTIVE ALLEGATIONS**

22 **Defendant's Products**

23 14. Defendant manufactures, distributes, markets, advertises, and sells a variety of
24 cosmetic products under the brand name "Dior."

25 15. The cosmetic products include foundations that are typically applied to the face.
26 These products often wear off and need to be reapplied throughout the day. Products that
27 advertise that they last 24 or more hours are appealing to consumers so that they will not have
28 to reapply the product throughout the day.

1 16. Cosmetic consumers are also attracted to products that provide sun protection.
2 Sun UV rays damage the skin and contribute to risks, such as skin cancer, and an increase in
3 aging of the skin, such as fine lines and wrinkles. Products that combine the cosmetic benefits
4 associated with foundations with the sun protection benefits of an SPF are appealing to
5 consumers because it reduces the number of products a consumer needs to purchase and apply.

6 17. In recent years, consumer demand for sun care products has increased at a
7 steady rate. In 2019, 1 in 3 adults in the U.S. used cosmetic products having SPF ingredients.¹

8 18. Sunscreens have an SPF that denotes the level of sun protection provided.
9 Sunscreens provide the designated level of SPF protection for two hours. After two hours, the
10 sunscreen must be reapplied, otherwise the skin will be exposed to the harm of UV rays. This
11 is acknowledged in 21 C.F.R. § 201.327, which requires SPF products to be labeled with
12 instructions to “reapply at least every two hours.”

13 19. In order to compete with a growing market of SPF cosmetic products,
14 Defendant has advertised that its Products with SPF will last longer than 2 hours. Defendant
15 has violated FDA policies and regulations and for the reasons described herein, its labels are
16 misleading and deceptive.

17 20. The Dior products at issue predominately, uniformly, and consistently include,
18 on the principal display panel of the product boxes and bottles, an SPF claim alongside a claim
19 that the products last longer than two hours. These products include the Dior Forever
20 Foundations, including the Dior Forever Foundation and the Dior Forever Skin Glow
21 Foundation. These products, and any others that make an SPF claim and a claim that the
22 Products will last longer than two hours will hereinafter be referred to as the “Products.”

23 21. The representation that the Products will provide SPF protection longer than
24 two hours was uniformly communicated to Plaintiff and every other person who purchased any
25 of the Products in California. The same or substantially similar product label has appeared on
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28 ¹ <https://www.fortunebusinessinsights.com/sun-care-products-market-103821>

1 the Product boxes during the entirety of the Class Period in the general form of the following
2 example:



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19 22. The Product boxes' front labels emphasize that the Products are a "24H
20 FOUNDATION" and/or a foundation with "24H WEAR." A reasonable consumer will
21 interpret the hours to mean the Product will provide the advertised benefits for the full period
22 of time without the need to reapply. Those benefits include "WITH SUNSCREEN," "BROAD
23 SPECTRUM SPF 15," and/or "BROAD SPECTURM SPF 35." For example, in the exemplar
24 shown above, the Forever Foundation Product label shown claims to be a "24H
25 FOUNDATION ... WITH SUNSCREEN" and "BROAD SPECTRUM SPF 15." A reasonable
26 consumer will believe the Products will provide all its benefits, including the SPF protection,
27 for the advertised 24 hours.
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1 23. However, the Products will not provide SPF protection for 24 hours. The SPF
2 protection will only last, at most, 2 hours.

3 **Sun Exposure and SPF**

4 24. Sunlight travels to Earth as a mixture of both visible and invisible rays, or
5 waves. One such wave is ultraviolet (UV) light. The longest of the UV rays are called UVA
6 rays and the shorter ones are called UVB rays.

7 25. UVA and UVB rays affect the skin differently. UVB rays can lead to sunburn.
8 UVA rays penetrate more deeply into the skin and affects skin aging.

9 26. Unprotected exposure to UVA and UVB rays damages the DNA in skin cells,
10 producing genetic defects, or mutations, that can lead to skin cancer or premature aging.

11 27. UV radiation is a proven human carcinogen, causing basal cell carcinoma
12 (BCC) and squamous cell carcinoma (SCC). UV exposure that leads to sunburn contributes to
13 developing melanoma, a dangerous type of skin cancer.

14 28. UV damage also contributes to premature aging because of its effect on the
15 underlying connective tissue of skin.

16 29. Sunscreen works in two different ways depending on the ingredient providing
17 the sun protection. Chemical-based sunscreens work by absorbing ultraviolet (UV) rays and
18 altering them before they cause damage. Common chemical ingredients include oxybenzone
19 and octisalate. Mineral or physical based ingredients work by reflecting and scattering UV rays
20 away from the skin. Zinc is a common mineral ingredient used in sunscreen.

21 30. Using sunscreen decreases the risk of skin cancers and skin precancers. Regular
22 daily use of SPF 15 sunscreen can reduce the risk of developing SCC by about 40 percent, and
23 lower the risk of melanoma by 50%.

24 31. Sunscreen also helps prevent premature skin aging caused by the sun, including
25 wrinkles, sagging, and age spots.

26 32. Two hours after application of sunscreen, the sunscreen ingredients lose their
27 effectiveness in protecting the skin from UV damage. Therefore, sunscreen must be reapplied
28 every two hours.

1 **Federal and State Regulations of Sunscreens**

2 33. Under the Federal Food, Drug, and Cosmetic Act (the “Act”), cosmetics
3 containing sunscreen ingredients are considered drugs by the FDA because they are used to
4 “prevent, cure, treat, or mitigate disease or to affect a structure or function of the body.” 21
5 C.F.R. § 700.35 (defining cosmetics that contain sunscreen ingredients subject the cosmetic to
6 sunscreen labeling requirements).

7 34. Ordinarily there is a premarket approval process for drugs, but in the instance of
8 sunscreen, it is subject to the “monograph” system for nonprescription drugs. A monograph
9 applies to a class of drugs, and specifies the permissible active ingredients, labeling claims, and
10 other standards for each class of drug.

11 35. Sunscreen products include cosmetic products with SPF ingredients. The
12 Products contain sunscreen ingredients, including octinoxate, octisalate, and titanium dioxide.
13 *See* 21 C.F.R. § 352.10 (defining active sunscreen ingredients).

14 36. The regulations generally prohibit “claims that would be false and/or misleading
15 on sunscreen products.” 21 C.F.R. § 201.327(g).

16 37. Defendant’s Products contain a drug facts label on the back of the box that
17 provides in the directions to “reapply at least every 2 hours.” However, these directions only
18 appear on the back panel of the Product packaging, which most consumers review (at most)
19 once during purchase and dispose of after they purchase and use the product. The Product
20 bottles themselves do not include the same instructions. A photo of the bottle of the Dior
21 Forever Foundation (in 6N) purchased by Plaintiff is shown below:



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12 38. The Products claim that they will provide 24 hours of SPF sun protection when
13 in fact they will only provide 2 hours of protection. The claims are therefore false and
14 misleading in violation of the Act. For the same reason, the labeling of the Products also
15 violates California Health & Safety Code § 111730, which states that cosmetics “any cosmetic
16 is misbranded if its labeling is false or misleading in any particular.”

17 **Defendant’s Marketing and Labeling of its Products Violates State and Federal Food**
18 **Labeling Laws**

19 39. Defendant’s labeling of its SPF cosmetic products is unlawful, false, misleading
20 and deceptive to consumers. The Products deceive consumers by advertising that the Products
21 will provide SPF protection for longer than 2 hours. These claims are false. The Products do
22 not and cannot provide more than 2 hours of SPF protection. For the same reason, the claims
23 are misleading to consumers who rely on the claims and use the Products, believing they will
24 provide 24 hour protection from the sun.

25 40. The Products are unlawful, misbranded, and violate the Sherman Law,
26 California Health & Safety Code § 111730.

27 41. Defendant has violated the standards set by FDA regulations, including, but not
28 limited to, 21 C.F.R. § 201.327(g), which are parallel to the Sherman Law.

1 42. A reasonable consumer would expect that the Products provide SPF protection
2 for the 24 hours advertised on the label.

3 43. Consumers lack the meaningful ability to test or independently ascertain the
4 truthfulness of Defendant's SPF claims, especially at the point of sale. Consumers would not
5 know that the Products cannot provide more than 2 hours of SPF protection, and are unlawfully
6 labeled. Its discovery requires investigation well beyond the drug store aisle and knowledge of
7 regulations and chemistry beyond that of the average consumer. Therefore, consumers had no
8 reason to investigate whether the Products actually provide more than 2 hours of SPF
9 protection as the labels claim.

10 44. Reasonable consumers do not expect that the fine print on back label would
11 contradict the front label SPF representations. As a matter of law, the Ninth Circuit has rejected
12 the notion that a misleading statement on the front can be remedied by disclosures made
13 elsewhere on the packaging. *See Williams v. Gerber Prods. Co.*, 552 F. 3d 934, 939-40 (9th Cir.
14 2008). Thus, reasonable consumers relied on Defendant's representations regarding the length
15 of SPF protection.

16 **Defendant Intends to Continue to Market the Products as Providing More Than 2 Hours**
17 **of SPF Sun Protection**

18 45. Label claims and other forms of advertising and marketing drive product sales,
19 particularly if placed prominently on the front of product packaging, as Defendant has done
20 with the claim that the Products provide more than 2 hours of SPF sun protection.

21 46. Because consumers pay a price premium for products that contain SPF,
22 Defendant is able to both increase its sales and retain more profits by labeling its Products as
23 providing, for examples, 24 hours of SPF protection.

24 47. Defendant engaged in the practices complained of herein to further its private
25 interests of: (i) increasing sales of the Products while decreasing the sales of competitors'
26 products that are not unlawfully and misleadingly labeled, and/or (ii) commanding a higher
27 price for the Products because consumers will pay more for them due to consumers' demand
28 for cosmetic products with SPF protection.

1 48. According to one market analysis, the sun protection products market had an
2 overall valuation of \$15.3 Billion dollars in 2021. The market for SPF-containing cosmetics is
3 continuing to grow and expand, and because Defendant knows consumers rely on
4 representations regarding the number of hours the Products will last, Defendant has an
5 incentive to continue to make such false and misleading representations.

6 49. In addition, other trends suggest that Defendant has no incentive to change its
7 labeling practices. For example, one market analysis revealed that the market for sun protection
8 products expected to grow at a 6.6% compound annual growth rate through 2031. In the next
9 ten years, the consumption of sun protection products for skin is expected to witness 1.8 times
10 growth.²

11 50. Defendant continues to launch new SPF-containing cosmetic lines to diversify
12 its portfolio to maintain its competitive edge, making it likely that Defendant will continue to
13 unlawfully and misleadingly advertise the Products to perpetuate the misrepresentations
14 regarding how long the SPF sun protection lasts.

15 **PLAINTIFF'S EXPERIENCES**

16 51. During the past four years, Plaintiff purchased the Dior Forever Foundation
17 from a Macy's retail store in San Daly City, California.

18 52. Plaintiff made her purchase after reading and relying on Defendant's product
19 labeling that advertised the Dior Forever Foundation was a "24H WEAR HIGH PERFECTION
20 SKIN-CARING FOUNDATION WITH SUNSCREEN" with "Broad Spectrum SPF 35." She
21 believed the Product would last for 24 hours and provide both coverage and SPF 35 sun
22 protection.

23 53. At the time of each of her purchases of the Products, Plaintiff did not know that
24 the Products were unlawfully labeled and would not provide the claimed SPF protection for 24
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28 ² <https://www.factmr.com/report/140/sun-protection-products-market>

1 hours. As a result of Defendant's misrepresentations and omissions, the Products have no, or,
2 at a minimum, a much lower value to Plaintiff.

3 54. Plaintiff not only purchased the Products because of the unlawful and
4 misleading labeling, but she also paid more money for the Products than she would have paid
5 for other or a similar cosmetic product that was not unlawfully and misleadingly labeled with
6 the 24 hour SPF claims.

7 55. Had Defendant not misrepresented (by omission and commission) the true
8 nature of the Products, Plaintiff would not have purchased them or, at a very minimum, she
9 would have paid less for the Products.

10 56. Plaintiff continues to desire to purchase cosmetic products, including those
11 marketed and sold by Defendant. If the Products were reformulated and/or relabeled without
12 the misleading 24 hour SPF claims, Plaintiff would likely purchase the Products again in the
13 future. Plaintiff regularly visits stores where the Products and other cosmetics are sold.

14 **CLASS ALLEGATIONS**

15 57. Plaintiff brings this class action lawsuit on behalf of herself and a proposed
16 class of similarly situated persons, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of
17 Civil Procedure. Plaintiff seeks to represent the following group of similarly situated persons,
18 defined as follows:

19 The Class: All natural persons who purchased the Products between January 27,
20 2019 and the present.

21 California Subclass: All Class Members who purchased the Products in the state
22 of California.

23 58. This action has been brought and may properly be maintained as a class action
24 against Defendant because there is a well-defined community of interest in the litigation and
25 the proposed Class is easily ascertainable.

26 59. Numerosity: Plaintiff does not know the exact size the Class, but she estimates
27 that each is composed of more than 100 persons. The persons in the Class are so numerous that
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1 the joinder of all such persons is impracticable and the disposition of their claims in a class
2 action rather than in individual actions will benefit the parties and the courts.

3 60. Common Questions Predominate: This action involves common questions of
4 law and fact to the potential Class because each class member's claim derives from the
5 deceptive, unlawful and/or unfair statements and omissions that led consumers to believe that
6 the Products provide more than 2 hours of SPF protection as represented on the Product labels.
7 The common questions of law and fact predominate over individual questions, as proof of a
8 common or single set of facts will establish the right of each member of the Class to recover.
9 The questions of law and fact common to the Class are:

10 a. Whether the marketing, advertising, packaging, labeling, and other promotional
11 materials for the Products are deceptive and/or unlawful;

12 b. Whether Defendant's actions violate Federal and California laws invoked
13 herein;

14 c. Whether labeling the Products with false and misleading claims causes them to
15 command a price premium in the market as compared with similar products that do not make
16 such misrepresentations;

17 d. Whether Defendant's advertising and marketing regarding the Products sold to
18 the class members was likely to deceive reasonable consumers;

19 e. Whether representations regarding the number of hours the SPF protection will
20 last are material to a reasonable consumer;

21 f. Whether a reasonable consumer interprets the labels to mean the Products
22 provide more than 2 hours of sun protection;

23 g. Whether Defendant engaged in the behavior knowingly, recklessly, or
24 negligently;

25 h. The amount of profits and revenues earned by Defendant as a result of the
26 conduct;

27 i. Whether class members are entitled to restitution, injunctive and other equitable
28 relief and, if so, what is the nature (and amount) of such relief; and

1 j. Whether class members are entitled to payment of actual, incidental,
2 consequential, exemplary and/or statutory damages plus interest thereon, and if so, what is the
3 nature of such relief.

4 61. Typicality: Plaintiff's claims are typical of the claims of the other members of
5 the Class because, among other things, all such claims arise out of the same wrongful course of
6 conduct engaged in by Defendant in violation of law as complained of herein. Further, the
7 damages of each member of the Class were caused directly by Defendant's wrongful conduct
8 in violation of the law as alleged herein.

9 62. Adequacy of Representation: Plaintiff will fairly and adequately protect the
10 interests of all Class members because it is in her best interest to prosecute the claims alleged
11 herein to obtain full compensation due to her for the unfair and illegal conduct of which she
12 complains. Plaintiff also has no interests that are in conflict with, or antagonistic to, the
13 interests of class members. Plaintiff has retained highly competent and experienced class action
14 attorneys to represent their interests and that of the Class. By prevailing on her own claims,
15 Plaintiff will establish Defendant's liability to all class members. Plaintiff and her counsel have
16 the necessary financial resources to adequately and vigorously litigate this class action, and
17 Plaintiff and counsel are aware of their fiduciary responsibilities to the class members and are
18 determined to diligently discharge those duties by vigorously seeking the maximum possible
19 recovery for Class members.

20 63. Superiority: There is no plain, speedy, or adequate remedy other than by
21 maintenance of this class action. The prosecution of individual remedies by members of the
22 Class will tend to establish inconsistent standards of conduct for Defendant and result in the
23 impairment of class members' rights and the disposition of their interests through actions to
24 which they were not parties. Class action treatment will permit a large number of similarly
25 situated persons to prosecute their common claims in a single forum simultaneously,
26 efficiently, and without the unnecessary duplication of effort and expense that numerous
27 individual actions would engender. Furthermore, as the damages suffered by each individual
28 member of the class may be relatively small, the expenses and burden of individual litigation

1 would make it difficult or impossible for individual members of the class to redress the wrongs
2 done to them, while an important public interest will be served by addressing the matter as a
3 class action.

4 64. Plaintiff is unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **CAUSES OF ACTION**

7 65. Plaintiff does not plead, and hereby disclaims, causes of action under the FDCA
8 and regulations promulgated thereunder by the FDA. Plaintiff relies on the FDCA and FDA
9 regulations only to the extent such laws and regulations have been separately enacted as state
10 law or regulation or provide a predicate basis of liability under the state and common laws
11 cited in the following causes of action.

12 **PLAINTIFF'S FIRST CAUSE OF ACTION**
13 **(Violation of the Consumers Legal Remedies Act (the "CLRA"),**
14 **California Civil Code § 1750, *et seq.*)**
15 **On Behalf of Plaintiff and the California Subclass**

16 66. Plaintiff realleges and incorporates the paragraphs of this Class Action
17 Complaint as if set forth herein.

18 67. Defendant's actions, representations and conduct have violated, and continue to
19 violate the CLRA, because they extend to transactions that are intended to result, or which
20 have resulted, in the sale or lease of goods or services to consumers.

21 68. Plaintiff and other class members are "consumers" as that term is defined by the
22 CLRA in California Civil Code § 1761(d).

23 69. The Products that Plaintiff (and other similarly situated Class members)
24 purchased from Defendant were "goods" within the meaning of California Civil Code §
25 1761(a).

26 70. Defendant's acts and practices, set forth in this Class Action Complaint, led
27 consumers to falsely believe that the Products provided more than 2 hours of SPF protection as
28 claimed on the product package and labeling. By engaging in the actions, representations and
conduct set forth in this Class Action Complaint, Defendant has violated, and continues to

1 violate, § 1770(a)(2), § 1770(a)(5), § 1770(a)(7), and § 1770(a)(8), of the CLRA. In violation
2 of California Civil Code §1770(a)(2), Defendant's acts and practices constitute improper
3 representations regarding the source, sponsorship, approval, or certification of the goods they
4 sold. In violation of California Civil Code §1770(a)(5), Defendant's acts and practices
5 constitute improper representations that the goods they sell have sponsorship, approval,
6 characteristics, ingredients, uses, benefits, or quantities, which they do not have. In violation of
7 California Civil Code §1770(a)(7), Defendant's acts and practices constitute improper
8 representations that the goods it sells are of a particular standard, quality, or grade, when they
9 are of another. In violation of California Civil Code §1770(a)(8), Defendant has disparaged the
10 goods, services, or business of another by false or misleading representation of fact. Finally,
11 regarding California Civil Code §1770(a)(8), Defendant falsely or deceptively markets and
12 advertises that, unlike other SPF-containing cosmetic product manufacturers, it sells Products
13 that will provide more than 2 hours of sun protection.

14 71. Plaintiff requests that this Court enjoin Defendant from continuing to employ
15 the unlawful methods, acts and practices alleged herein pursuant to California Civil Code
16 § 1780(a)(2). If Defendant is not restrained from engaging in these types of practices in the
17 future, Plaintiff and the other members of the Class will continue to suffer harm. Plaintiff and
18 those similarly situated have no adequate remedy at law to stop Defendant continuing
19 practices.

20 72. On or about July 8, 2022, Plaintiff provided Defendant with notice and
21 demanded that Defendant correct, repair, replace or otherwise rectify the unlawful, unfair, false
22 and/or deceptive practices complained of herein. Despite receiving the aforementioned notice
23 and demand, Defendant failed to do so in that, among other things, they failed to identify
24 similarly situated customers, notify them of their right to correction, repair, replacement or
25 other remedy, and/or to provide that remedy. Accordingly, Plaintiff seeks, pursuant to
26 California Civil Code § 1780(a)(3), on behalf of herself and those similarly situated class
27 members, compensatory damages, punitive damages and restitution of any ill-gotten gains due
28 to Defendant's acts and practices.

1 73. Plaintiff also requests that this Court award her costs and reasonable attorneys'
2 fees pursuant to California Civil Code § 1780(d).

3 **PLAINTIFF'S SECOND CAUSE OF ACTION**
4 **(False Advertising, Business and Professions Code § 17500, et seq. ("FAL"))**
5 **On Behalf of Plaintiff and the California Subclass**

6 74. Plaintiff realleges and incorporates by reference the paragraphs of this Class
7 Action Complaint as if set forth herein.

8 75. Beginning at an exact date unknown to Plaintiff, but within three (3) years
9 preceding the filing of the Class Action Complaint, Defendant made false, deceptive and/or
10 misleading statements in connection with the advertising and marketing of the Products.

11 76. Defendant made representations and statements (by omission and commission)
12 that led reasonable customers to believe that the Products provide more than 2 hours of sun
13 protection.

14 77. Plaintiff and those similarly situated relied to their detriment on Defendant's
15 false, misleading and deceptive advertising and marketing practices, including each of the
16 misrepresentations and omissions set forth above. Had Plaintiff and those similarly situated
17 been adequately informed and not intentionally deceived by Defendant, they would have acted
18 differently by, without limitation, refraining from purchasing the Products or paying less for
19 them.

20 78. Defendant's acts and omissions are likely to deceive the general public.

21 79. Defendant engaged in these false, misleading and deceptive advertising and
22 marketing practices to increase its profits. Accordingly, Defendant has engaged in false
23 advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and
24 Professions Code.

25 80. The aforementioned practices, which Defendant used, and continues to use, to
26 its significant financial gain, also constitute unlawful competition and provide an unlawful
27 advantage over Defendant's competitors as well as injury to the general public.

28 81. As a direct and proximate result of such actions, Plaintiff and the other class
members have suffered, and continue to suffer, injury in fact and have lost money and/or

1 property as a result of such false, deceptive and misleading advertising in an amount which
2 will be proven at trial, but which is in excess of the jurisdictional minimum of this Court. In
3 particular, Plaintiff, and those similarly situated, paid a price premium for the Products, i.e., the
4 difference between the price consumers paid for the Products and the price that they would
5 have paid but for Defendant's false, deceptive and misleading advertising. This premium can
6 be determined by using econometric or statistical techniques such as hedonic regression or
7 conjoint analysis. Alternatively, Plaintiff and those similarly situated will seek a full refund of
8 the price paid upon proof that the sale of the Products was unlawful.

9 82. Plaintiff seeks equitable relief, including restitution, with respect to her FAL
10 claims. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following
11 allegations in this paragraph only hypothetically and as an alternative to any contrary
12 allegations in their other causes of action, in the event that such causes of action will not
13 succeed. Plaintiff and the Class may be unable to obtain monetary, declaratory and/or
14 injunctive relief directly under other causes of action and will lack an adequate remedy at law,
15 if the Court requires her to show classwide reliance and materiality beyond the objective
16 reasonable consumer standard applied under the FAL, because Plaintiff may not be able to
17 establish each Class member's individualized understanding of Defendant's misleading
18 representations as described in this Complaint, but the FAL does not require individualize
19 proof of deception or injury by absent class members. *See, e.g., Ries v. Ariz. Bevs. USA LLC*,
20 287 F.R.D. 523, 537 (N.D. Cal. 2012) ("restitutionary relief under the UCL and FAL 'is
21 available without individualized proof of deception, reliance, and injury.'").

22 83. Plaintiff seeks, on behalf of herself and those similarly situated, a declaration
23 that the above-described practices constitute false, misleading and deceptive advertising.

24 84. Plaintiff seeks, on behalf of herself and those similarly situated, an injunction to
25 prohibit Defendant from continuing to engage in the false, misleading and deceptive
26 advertising and marketing practices complained of herein. Such misconduct by Defendant,
27 unless and until enjoined and restrained by order of this Court, will continue to cause injury in
28 fact to the general public and the loss of money and property in that Defendant will continue to

1 violate the laws of California, unless specifically ordered to comply with the same. This
2 expectation of future violations will require current and future consumers to repeatedly and
3 continuously seek legal redress in order to recover monies paid to Defendant to which they are
4 not entitled. Plaintiff, those similarly situated and/or other consumers have no other adequate
5 remedy at law to ensure future compliance with the California Business and Professions Code
6 alleged to have been violated herein.

7 **PLAINTIFF'S THIRD CAUSE OF ACTION**
8 **(Common Law Fraud, Deceit and/or Misrepresentation)**
9 **On Behalf of Plaintiff and the Class**

10 85. Plaintiff realleges and incorporates by reference the paragraphs of this Class
11 Action Complaint as if set forth herein.

12 86. Defendant made representations and statements (by omission and commission)
13 that led reasonable customers to believe that the Products provide more than 2 hours of sun
14 protection.

15 87. These misrepresentations and omissions were known exclusively to, and
16 actively concealed by, Defendant, not reasonably known to Plaintiff, and material at the time
17 they were made. Defendant knew or should have known the composition of the Products, and
18 knew or should have known that the Products do not and cannot provide more than 2 hours of
19 sun protection, and results in misleading consumers. Defendant's misrepresentations and
20 omissions concerned material facts that were essential to the analysis undertaken by Plaintiff as
21 to whether to purchase Defendant's Products. In misleading Plaintiff and not so informing
22 Plaintiff, Defendant breached its duty to her. Defendant also gained financially from, and as a
23 result of, its breach.

24 88. Plaintiff and those similarly situated relied to their detriment on Defendant's
25 misrepresentations and fraudulent omissions. Had Plaintiff and those similarly situated been
26 adequately informed and not intentionally deceived by Defendant, they would have acted
27 differently by, without limitation: (i) declining to purchase the Products, (ii) purchasing less of
28 them, or (iii) paying less for the Products.

1 89. By and through such fraud, deceit, misrepresentations and/or omissions,
2 Defendant intended to induce Plaintiff and those similarly situated to alter their position to
3 their detriment. Specifically, Defendant fraudulently and deceptively induced Plaintiff and
4 those similarly situated to, without limitation, purchase the Products and/or pay more for the
5 Products.

6 90. Plaintiff and those similarly situated justifiably and reasonably relied on
7 Defendant's misrepresentations and omissions, and, accordingly, were damaged by Defendant.

8 91. As a direct and proximate result of Defendant's misrepresentations and/or
9 omissions, Plaintiff and those similarly situated have suffered damages, including, without
10 limitation, the amount they paid for the Products.

11 92. Defendant's conduct as described herein was wilful and malicious and was
12 designed to maximize Defendant's profits even though Defendant knew that it would cause
13 loss and harm to Plaintiff and those similarly situated.

14 **PLAINTIFF'S FOURTH CAUSE OF ACTION**
15 **(Unlawful, unfair, and fraudulent trade practices violation of Business and Professions**
16 **Code § 17200, *et seq.*)**
17 **On Behalf of Plaintiff and the California Subclass**

18 93. Plaintiff realleges and incorporates by reference the paragraphs of this Class
19 Action Complaint as if set forth herein.

20 94. Within four (4) years preceding the filing of this lawsuit, and at all times
21 mentioned herein, Defendant has engaged, and continues to engage, in unlawful, unfair, and
22 fraudulent trade practices in California by engaging in the unlawful, unfair, and fraudulent
23 business practices outlined in this complaint.

24 95. In particular, Defendant has engaged, and continues to engage, in unlawful
25 practices by, without limitation, violating the following state and federal laws: (i) the CLRA as
26 described herein; (ii) the FAL as described herein; (iii) the advertising provisions of the
27 Sherman Law (Article 3), including without limitation, California Health & Safety Code §
28 111730; and (v) federal laws regulating the advertising and branding of sunscreen, including
but not limited to, 21 C.F.R. § 201.327(g).

1 96. In particular, Defendant has engaged, and continues to engage, in unfair and
2 fraudulent practices by, without limitation, misrepresenting that the Products provide more
3 than 2 hours of sun protection.

4 97. Plaintiff and those similarly situated relied to their detriment on Defendant
5 unlawful, unfair, and fraudulent business practices. Had Plaintiff and those similarly situated
6 been adequately informed and not deceived by Defendant, they would have acted differently
7 by, without limitation: (i) declining to purchase the Products, (ii) purchasing less of the
8 Products, or (iii) paying less for the Products.

9 98. Defendant's acts and omissions are likely to deceive the general public.

10 99. Defendant engaged in these deceptive and unlawful practices to increase its
11 profits. Accordingly, Defendant has engaged in unlawful trade practices, as defined and
12 prohibited by section 17200, *et seq.* of the California Business and Professions Code.

13 100. The aforementioned practices, which Defendant has used to its significant
14 financial gain, also constitute unlawful competition and provide an unlawful advantage over
15 Defendant's competitors as well as injury to the general public.

16 101. As a direct and proximate result of such actions, Plaintiff and the other Class
17 members, have suffered and continue to suffer injury in fact and have lost money and/or
18 property as a result of such deceptive and/or unlawful trade practices and unfair competition in
19 an amount which will be proven at trial, but which is in excess of the jurisdictional minimum
20 of this Court. In particular, Plaintiff and those similarly situated paid a price premium for the
21 Products, i.e., the difference between the price consumers paid for the Products and the price
22 that they would have paid but for Defendant's misrepresentation. This premium can be
23 determined by using econometric or statistical techniques such as hedonic regression or
24 conjoint analysis. Alternatively, Plaintiff and those similarly situated will seek a full refund of
25 the price paid upon proof that the sale of the Products was unlawful.

26 102. As a direct and proximate result of such actions, Defendant has enjoyed, and
27 continues to enjoy, significant financial gain in an amount which will be proven at trial, but
28 which is in excess of the jurisdictional minimum of this Court.

1 103. Plaintiff seeks, on behalf of herself and those similarly situated, equitable relief,
2 including restitution for the premium and/or the full price that they and others paid to
3 Defendant as result of Defendant’s conduct. Plaintiff and the Class lack an adequate remedy at
4 law to obtain such relief with respect to their “unfairness” claims in this UCL cause of action,
5 because there is no cause of action at law for “unfair” conduct. Plaintiff and the Class similarly
6 lack an adequate remedy at law to obtain such relief with respect to their “unlawfulness”
7 claims in this UCL cause of action because the Sherman Law and the Federal laws and
8 regulations referenced herein do not provide a direct cause of action, so Plaintiff and the Class
9 must allege those violations as predicate acts under the UCL to obtain relief.

10 104. Plaintiff also seeks equitable relief, including restitution, with respect to her
11 UCL unlawfulness claims for violations of the CLRA, FAL and her UCL “fraudulent” claims.
12 Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following allegations
13 in this paragraph only hypothetically and as an alternative to any contrary allegations in their
14 other causes of action, in the event that such causes of action do not succeed. Plaintiff and the
15 Class may be unable to obtain monetary, declaratory and/or injunctive relief directly under
16 other causes of action and will lack an adequate remedy of law, if the Court requires them to
17 show classwide reliance and materiality beyond the objective reasonable consumer standard
18 applied under the UCL, because Plaintiff may not be able to establish each Class member’s
19 individualized understanding of Defendant’s misleading representations as described in this
20 Complaint, but the UCL does not require individualized proof of deception or injury by absent
21 class members. *See, e.g., Stearns v Ticketmaster*, 655 F.3d 1013, 1020, 1023-25
22 (distinguishing, for purposes of CLRA claim, among class members for whom website
23 representations may have been materially deficient, but requiring certification of UCL claim
24 for entire class). In addition, Plaintiff and the Class may be unable to obtain such relief under
25 other causes of action and will lack an adequate remedy at law, if Plaintiff is unable to
26 demonstrate the requisite *mens rea* (intent, reckless, and/or negligence), because the UCL
27 imposes no such *mens rea* requirement and liability exists even if Defendant acted in good
28 faith.

1 105. Plaintiff seeks, on behalf of herself and those similarly situated, a declaration
2 that the above-described trade practices are fraudulent, unfair, and/or unlawful.

3 106. Plaintiff seeks, on behalf of herself and those similarly situated, an injunction to
4 prohibit Defendant from continuing to engage in the deceptive and/or unlawful trade practices
5 complained of herein. Such misconduct by Defendant, unless and until enjoined and restrained
6 by order of this Court, will continue to cause injury in fact to the general public and the loss of
7 money and property in that Defendant will continue to violate the laws of California, unless
8 specifically ordered to comply with the same. This expectation of future violations will require
9 current and future consumers to repeatedly and continuously seek legal redress in order to
10 recover monies paid to Defendant to which they were not entitled. Plaintiff, those similarly
11 situated and/or other consumers nationwide have no other adequate remedy at law to ensure
12 future compliance with the California Business and Professions Code alleged to have been
13 violated herein.

14 **PLAINTIFF'S FIFTH CAUSE OF ACTION**
15 **(Unjust Enrichment)**
16 **On Behalf of Plaintiff and the Class**

17 107. Plaintiff realleges and incorporates by reference all paragraphs alleged herein.

18 108. Plaintiff and members of the Class conferred a benefit on the Defendant by
19 purchasing the Products.

20 109. Defendant has been unjustly enriched in retaining the revenues from Plaintiff's
21 and Class Members' purchases of the Products, which retention is unjust and inequitable,
22 because Defendant falsely represented that the Products provide more than 2 hours of sun
23 protection when, in fact, the Products do not and cannot provide more than 2 hours of sun
24 protection. This harmed Plaintiff and members of the class because they paid a price premium
25 as a result.

26 110. Because Defendant's retention of the non-gratuitous benefit conferred on them
27 by Plaintiff and Class members is unjust and inequitable, Defendant must pay restitution to
28 Plaintiff and the Class members for its unjust enrichment, as ordered by the Court. Plaintiff and
those similarly situated have no adequate remedy at law to obtain this relief.

1 111. Plaintiff, therefore, seeks an order requiring Defendant to make restitution her
2 and other members of the Class.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of herself and those similarly situated,
5 respectfully requests that the Court enter judgement against Defendant as follows:

6 A. Certification of the proposed Class and Subclass, including appointment of
7 Plaintiff's counsel as class counsel;

8 B. An order temporarily and permanently enjoining Defendant from continuing the
9 unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

10 C. An award of compensatory damages in an amount to be determined at trial,
11 except as to those causes of action where compensatory damages are not available at law;

12 D. An award of statutory damages in an amount to be determined at trial, except as
13 to those causes of action where statutory damages are not available at law;

14 E. An award of punitive damages in an amount to be determined at trial, except as
15 to those causes of action where punitive damages are not available at law;

16 F. An award of treble damages, except as to those causes of action where treble
17 damages are not available at law;

18 G. An award of restitution in an amount to be determined at trial, except as to those
19 causes of action where restitution is not available at law;

20 H. An order requiring Defendant to pay both pre- and post-judgment interest on
21 any amounts awarded;

22 I. For reasonable attorneys' fees and the costs of suit incurred; and

23 J. For such further relief as this Court may deem just and proper.

24 **JURY TRIAL DEMANDED**

25 Plaintiff hereby demands a trial by jury.

26 Dated: January 27, 2023

GUTRIDE SAFIER LLP

/s/ Seth A. Safier/s/

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EXHIBIT A

I, Alexis Slaten, declare:

1. I am a Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.

2. I submit this Declaration pursuant to California Code of Civil Procedure section 2215.5 and California Civil Code section 1780(d).

3. As set forth in my complaint, I purchased the Dior Forever Foundation (in 6N) on one or more occasions during the last four years.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Executed this __ day of January 2023, in San Bruno, California.
1/23/2023

DocuSigned by:

97D41362F34F414...
Alexis Slaten

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
ALEXIS SLATEN
(b) County of Residence of First Listed Plaintiff San Mateo, CA
(c) Attorneys (Firm Name, Address, and Telephone Number)
Seth Safier, SBN 197427, Gutride Safier LLP, 100 Pine St., #1250, San Francisco, CA 415-336-6545

DEFENDANTS
CHRISTIAN DIOR, INC.
County of Residence of First Listed Defendant New York, NY
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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes categories like Insurance, Marine, Negotiable Instrument, etc.

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 USC § 1332
Brief description of cause:
violation of consumer protection statutes; fraud

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ JURY DEMAND: Yes No

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

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
(San Francisco/Oakland San Jose Eureka-Mckinleyville)

DATE 01/27/2023 SIGNATURE OF ATTORNEY OF RECORD /s/Seth A. Safier/s/

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.