

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
BROOKLYN COURTHOUSE**

Akili Charles, individually and on behalf of all
others similarly situated,

Plaintiff,

- against -

Church & Dwight Co. Inc.,

Defendant

1:23-cv-02528

Class Action Complaint

Jury Trial Demanded

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

1. Church & Dwight Co. Inc. (“Defendant”) manufactures Arm & Hammer Clean Burst laundry detergent, described as “Powerfully Clean,” “Naturally Fresh” and “The Standard of Purity” with an image of a blue cresting wave (“Product”).



2. While traditional “greenwashing” is defined by Earth.org as “mak[ing] [] products appear more environmentally-friendly than they are to gain favor from customers who are trying to help the environment,” it is often based on explicit statements about its environmental attributes.

3. These methods are targeted to “consumers – across all generations – [who] are now willing to pay more for sustainable products” to help protect the environment, according to research group First Insight.

4. In response to growing scrutiny of these efforts, scholars of consumer and environmental research identified “executional greenwashing” as the “next stage” of telling customers that what they are buying is consistent with these goals.

5. This was determined by using a modified version of the Means-End Conceptualization of the Components of Advertising Strategy (“MECCAS”), creating a hierarchy for the importance of elements in advertisements.

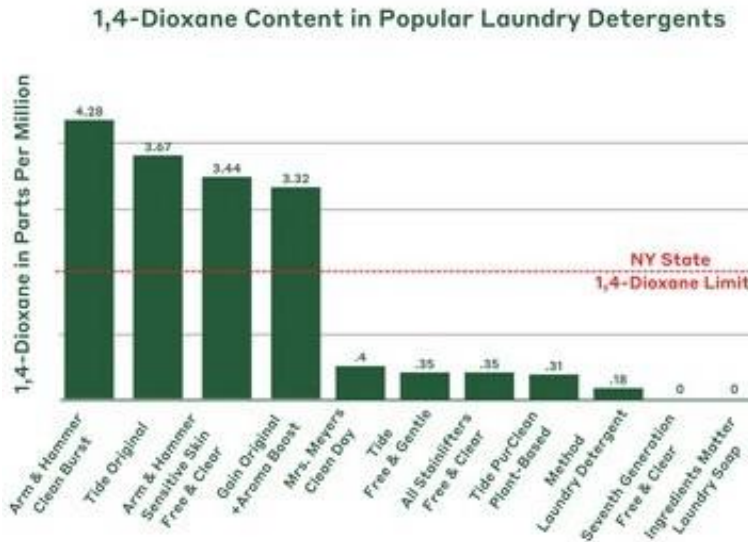
6. Schmuck et al. showed that nature-evoking images triggers an “affective persuasive mechanism that appeals to consumers’ affinity for nature, [] positively influenc[ing] their evaluations of [goods and services].”

7. According to Hartmann and Apaolaza-Ibáñez, this kind of imagery evokes positive emotional responses in consumers, and is especially effective when consumers are not particularly knowledgeable and aware of greenwashing methods.

8. This tactic is evident from how the package’s “ecological attributes [] are [] communicated in the background” “[making] use of nature-evoking elements [such as the blue

cresting wave] [] to artificially enhance [its] ecological image.”¹

9. Despite the cresting blue wave, described as a “Clean Burst,” independent testing from Bureau Veritas in 2022 discovered 4.28 parts per million (“PPM”) of 1,4-Dioxane (“dioxane”), a heterocyclic organic compound, formed from the addition of ethylene oxide.



10. As detergent based on the well-known Arm & Hammer Baking Soda, the label describes the Product as being “The Standard of Purity,” “appreciated by consumers today who value alternatives to products with harsh chemicals or those which may harm the environment.”²

11. However, in light of containing 4.28 ppm dioxane, this representation is misleading, because the Centers for Disease Control and Prevention (“CDC”) concluded this chemical is “an impurity in [] household and industrial detergents, [] due to its occurrence as a by-product in ethoxylated emulsifiers.”

12. Despite the claim to purity, “Clean Burst” and bright blue wave, nowhere on the

¹ Gephart, Jessica, Mary Emenike, and Stacey Lowery Bretz. ““Greenwashing” or Green Advertising? An analysis of print ads for food and household cleaning products from 1960-2008.” *Journal for Activist Science and Technology Education* 3.2 (2011); Parguel, Béatrice, Florence Benoit-Moreau, and Cristel Antonia Russell. “Can evoking nature in advertising mislead consumers? The power of ‘executional greenwashing’.” *International Journal of Advertising* 34.1 (2015): 107-134.

² Arm & Hammer, [About Us](#).

packaging does it disclose the presence of dioxane.³

13. The addition of ethylene oxide reduces the risk of skin irritation caused by the Product's harsh petroleum-based ingredients, like sodium laurel sulfate, before being converted to sodium laureth sulfate and C12-15 alcohols ethoxylated.⁴

14. According to Kippels, "1,4-Dioxane is only detectable by lab equipment; it's not visible to the naked eye."

15. The National Institutes of Health ("NIH") and Environmental Protection Agency ("EPA") classify dioxane as a probable human carcinogen, which accumulates in the body over time.

16. Exposure to dioxane occurs through inhalation, drinking contaminated water and skin absorption, which has been linked to tumors of the liver, gallbladder, nasal cavity, lung, skin, and breasts.

17. Beyond the risks to human health, dioxane's detection in drinking water is the result of its use in products such as laundry detergents, where the water is washed down the drain into vulnerable aquifers.

18. Given that standard sewage and septic systems are not designed to filter out dioxane, its "diether structure" and "high solubility makes it a persistent, long-term threat to [] water resources."

19. According to an environmental advocacy group, "dioxane [] can even accumulate in fish and plants that live in [that] contaminated water," and "resists most forms of biodegradation."⁵

20. The result of excess dioxane is that parts of New York have water supplies with the

³ Helene Forst, *The Poison in Your Laundry*, Jan. 31, 2018.

⁴ <https://www.safecosmetics.org/chemicals/14-dioxane/>

⁵ The Center for Health, Environment & Justice, *1,4-dioxane*.

highest levels of this toxin nationwide, according to the EPA, over 100 times its cancer risk guideline of 0.35 parts per billion (“ppb”).

21. While some water districts in New York have advanced membrane filtration and treatment capabilities to limit dioxane from polluting their water supplies, underprivileged and vulnerable communities, such as the elderly, children, and pregnant women, are at higher risks.

22. To prevent this harm to communities, New York’s legislature has banned laundry detergents with greater than 2 PPM of dioxane as part of “[the] [S]tate’s ongoing commitment to protect communities.”

23. To the extent the Product may have taken belated efforts to prevent contamination with dioxane or sought waivers to continue selling it as is, any changes will be unable to reverse or biodegrade the dioxin already present within this State.

Jurisdiction and Venue

24. Jurisdiction is based on the Class Action Fairness Act of 2005 (“CAFA”). 28 U.S.C. § 1332(d)(2).

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

26. Plaintiff is a citizen of New York.

27. Defendant is a citizen of Delaware and New Jersey.

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

29. The members of the classes Plaintiff seeks to represent are more than 100, because the Product has been sold with the representations described here from thousands of locations including grocery stores, dollar stores, laundromats, convenience stores, warehouse club stores,

drug stores, big box stores, and/or online, across the States covered by Plaintiff's proposed classes.

30. Venue is in this District with assignment to the Brooklyn Courthouse because Plaintiff resides in Kings County and a substantial part of the events or omissions giving rise to the claims occurred here, including her purchase and use of the Product, and her awareness the representations were misleading.

Parties

31. Plaintiff Akili Charles is a citizen of Buffalo, New York, Erie County.

32. Defendant Church & Dwight Co. Inc. is a Delaware corporation with a principal place of business in Ewing, New Jersey, Mercer County.

33. Defendant is a leading consumer goods company and sells detergents under the Arm & Hammer brand.

34. Arm & Hammer has built a reservoir of trust with consumers, and has long been known as "The Standard of Purity."

35. Defendant knew the dangers associated with 1,4-dioxane and the 1,4-dioxane-containing Product, yet engaged in executional greenwashing with invocations of purity and ocean waves.

36. Plaintiff purchased the Product on one or more occasions within the statutes of limitations for each cause of action alleged, at one or more stores of the type where people buy detergent, such as dollar stores, grocery stores, drug stores, or laundromats, between 2021 and 2023, and/or among other times.

37. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than \$4.25 per 50 OZ (1.47 L), excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than it would be

sold for absent the misleading representations and omissions.

38. Plaintiff bought the Product at or exceeding the above-referenced price.

39. Plaintiff paid more for the Product than she would have paid had she known that despite reading “The Standard of Purity,” “Clean Burst,” “Naturally Fresh” and seeing the picture of the blue wave, it contained high levels of dioxane, a toxic chemical which is incompatible with those representations, because of its effects on the health of humans and the environment.

40. Plaintiff expected the Product was free of toxins and components that could have a harmful effect on her, her clothes, and the environment.

41. Plaintiff was unable to learn the Product contained high levels of dioxane because she was not a chemist and it was not listed on the package.

42. The value of the Product that Plaintiff purchased was materially less than its value as represented by Defendant.

43. Plaintiff chose between Defendant’s Product and products represented similarly, but which did not misrepresent their attributes and/or components.

Class Allegations

44. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following class:

New York Class: All persons in the State of New York who purchased the Product during the statutes of limitations for each cause of action alleged; and

Consumer Fraud Multi-State Class: All persons in the States of Mississippi, Idaho, Montana, Nebraska, South Dakota, Oklahoma and Utah who purchased the Product during the statutes of limitations for each cause of action alleged.

45. 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.

46. 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.

47. Plaintiff is an adequate representative because her interests do not conflict with other members.

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

49. 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.

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

New York General Business Law ("GBL") §§ 349 and 350
(New York Class)

51. Plaintiff incorporates by reference all preceding paragraphs.

52. Plaintiff was taken in by the package's "executional greenwashing," based on the picture of the blue wave and the statements, "The Standard of Purity," "Clean Burst" and "Naturally Fresh," and was unaware the Product contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment.

53. 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)

54. 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.

55. 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.

56. 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.

57. The Product was manufactured, identified, marketed, and sold by Defendant and expressly and impliedly warranted to Plaintiff and class members that its use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, “The Standard of Purity,” “Clean Burst” and “Naturally Fresh,” and was unaware the Product contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment.

58. Defendant directly marketed the Product to Plaintiff and consumers through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, and targeted digital advertising.

59. 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.

60. The representations were conveyed in writing and promised the Product would be defect-free, and Plaintiff understood this meant that its use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, “The Standard of Purity,” “Clean Burst” and “Naturally Fresh,” and was unaware the Product contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its

detrimental effects on the health of humans and the environment.

61. Defendant affirmed and promised that the Product's use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, "The Standard of Purity," "Clean Burst" and "Naturally Fresh," and was unaware it contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment.

62. Defendant described the Product so Plaintiff and consumers believed its use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, "The Standard of Purity," "Clean Burst" and "Naturally Fresh," and was unaware it contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment, which became part of the basis of the bargain that it would conform to its affirmation and promises.

63. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

64. This duty is based on Defendant's outsized role in the market for this type of product, custodian of the Arm & Hammer brand, known for decades as a staple of American households.

65. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

66. Plaintiff provided or provides notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Product's express and implied warranties.

67. 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.

68. The Product did not conform to its affirmations of fact and promises due to

Defendant's actions.

69. The Product 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 the promises or affirmations of fact made on its packaging, container, or label, because it was marketed as if its use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, "The Standard of Purity," "Clean Burst" and "Naturally Fresh," and was unaware it contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment.

70. The Product was not merchantable because Defendant had reason to know the particular purpose for which the Product was bought by Plaintiff, because she expected its use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, "The Standard of Purity," "Clean Burst" and "Naturally Fresh," and was unaware it contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment, and she relied on Defendant's skill or judgment to select or furnish such a suitable product.

Fraud

71. Defendant misrepresented and/or omitted the attributes and qualities of the Product, that its use would not be harmful to her, her clothes and the environment, based on the picture of the blue wave and the statements, "The Standard of Purity," "Clean Burst" and "Naturally Fresh," and was unaware it contained high levels of dioxane, a toxic chemical incompatible with those same natural elements, because of its detrimental effects on the health of humans and the environment,

72. Defendant's fraudulent intent is evinced by its knowledge that the Product was not consistent with its representations.

Unjust Enrichment

73. Defendant obtained benefits and monies because the Product 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. Awarding monetary, statutory and/or punitive damages and interest;
3. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
4. Other and further relief as the Court deems just and proper.

Dated: April 3, 2023

Respectfully submitted,

/s/ Spencer Sheehan

Sheehan & Associates, P.C.

60 Cuttermill Rd Ste 412

Great Neck NY 11021

(516) 268-7080

spencer@spencersheehan.com

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

Akili Charles, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Kings
(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 11021-3104 (516) 268-7080

DEFENDANTS

Church & Dwight Co. Inc.

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" 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. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 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

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:

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 4/3/2023 SIGNATURE OF ATTORNEY OF RECORD

/s/ Spencer Sheehan

FOR OFFICE USE ONLY

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

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Spencer Sheehan, counsel for plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/Spencer Sheehan

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

UNITED STATES DISTRICT COURT

for the
Eastern District of New York

Akili Charles, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

Church & Dwight Co. Inc.,

Defendant(s)

Civil Action No. 1:23-cv-02528

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Church & Dwight Co. Inc.
c/o The Corporation Trust Company
1209 N Orange St
Wilmington DE 19801-1120

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-
3104 (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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 1:23-cv-02528

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: