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

REBECCA SCHWARTZ, an individual, on
behalf of herself, all others similarly situated, and
the general public,

Plaintiff,

v.

BEIERSDORF, INC., a Delaware Corporation,

Defendant.

Case No.: 3:24-cv-4394

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Rebecca Schwartz (“Plaintiff”), on behalf of herself, all others similarly situated,
2 and the general public, by and through her undersigned counsel, hereby sues Beiersdorf, Inc.
3 (“Defendant”) and, upon information and belief and investigation of counsel, alleges as follows:

4 **I. INTRODUCTION**

5 1. Defendant makes, distributes, sells, and markets healing ointment products for
6 babies, children, and adults under the brand name Aquaphor. The products at issue include
7 Aquaphor Baby Healing Ointment and Aquaphor Children’s Healing Ointment in any size
8 (collectively, the “Products” or “Aquaphor Products”).

9 2. Defendant sells three separate versions of the Products: one advertised for babies,
10 one advertised for children, and one for adults.

11 3. The Aquaphor product marketed for babies is named “Baby,” contains an image of
12 a baby in a diaper, and is advertised as “Hypoallergenic,” a “Pediatrician recommended brand,”
13 and “For dry, chapped or irritated skin.”

14 4. The comparable Aquaphor product marketed for children is named “Children’s,”
15 contains an image of a child, and is advertised as “Hypoallergenic,” a “Pediatrician recommended
16 brand,” and “For dry, chapped or irritated skin.”

17 5. The comparable adult’s Aquaphor product does not contain the words “Baby” or
18 “Children” anywhere on the front label, and does not advertise that it is a “pediatrician
19 recommended brand.” The adult’s Aquaphor product is advertised as “Dermatologist
20 recommended,” “For dry, cracked, or irritated skin,” and “Clinically proven to restore smooth,
21 healthy skin.”

22 6. These representations lead reasonable consumers to believe that the Aquaphor
23 product advertised for babies is more suitable for babies, the Aquaphor product advertised for
24 children is more suitable for children, and the Aquaphor product advertised for adults is more
25 suitable for adults. Based on this reasonable belief, consumers are willing to purchase the
26 Aquaphor product advertised for a specific demographic (baby, children, or adult) based on their
27 need, and are willing to pay more for such products. Reasonable consumers are willing to pay
28 more for the Baby and Children’s Aquaphor products because they want a product that is

1 specifically formulated for babies or children and are guaranteed to be safe for such demographics.

2 7. The truth, however, is that the Baby, Children's, and Adult Aquaphor products all
3 have the exact same formula and ingredients. Defendant puts the same ointment into three separate
4 products with different labels. Consumers are being deceived and overcharged.

5 8. Plaintiff read and relied upon Defendant's advertising when purchasing the
6 Products and was damaged as a result.

7 9. Plaintiff brings this action on behalf of herself and all other similarly situated
8 consumers in the United States, alleging violations of the California Consumer Legal Remedies
9 Act, Cal. Civ. Code §§ 1750 *et seq.* ("CLRA"), Unfair Competition Law, Cal. Bus. & Prof. Code
10 §§ 17200 *et seq.* ("UCL"), and False Advertising Law, *id.* §§ 17500 *et seq.* ("FAL"). Plaintiff
11 brings further causes of action for breach of express and implied warranties, negligent
12 misrepresentation, intentional misrepresentation/fraud, and quasi-contract/unjust enrichment.

13 10. Plaintiff seeks an order compelling Defendant to (a) cease marketing the Products
14 using the misleading and unlawful tactics complained of herein, (b) destroy all misleading,
15 deceptive, and unlawful materials, (c) conduct a corrective advertising campaign, (d) restore the
16 amounts by which it has been unjustly enriched, and (e) pay restitution damages and punitive
17 damages, as allowed by law.

18 **II. JURISDICTION AND VENUE**

19 11. This Court has original jurisdiction under 28 U.S.C. § 1332(d)(2) (The Class Action
20 Fairness Act) because the matter in controversy exceeds the sum or value of \$5,000,000 exclusive
21 of interest and costs and because more than two-thirds of the members of the Class reside in states
22 other than the state of which Defendant is a citizen.

23 12. The court has personal jurisdiction over Defendant. Defendant purposely availed
24 itself to California because Defendant transacts, is registered to do business, and does business
25 within this judicial district, and is committing the acts complained of below within this judicial
26 district.

27 13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the injury in
28 this case substantially occurred in this District. Defendant has intentionally availed itself of the

1 laws and markets of this District through the promotion, marketing, distribution, and sale of the
2 Products in this District, and is subject to personal jurisdiction in this District.

3 **III. PARTIES**

4 14. Defendant Beiersdorf, Inc. is a Delaware corporation with its principal place of
5 business at 301 Tresser Blvd., Suite 1500, Stamford, CT 06901. Defendant is registered to do
6 business in California as entity number 694584. Defendant manufactures, distributes, markets, and
7 sells the Aquaphor products throughout the United States and in California. Defendant is
8 responsible for the making, labeling, distribution, selling, and marketing of the Aquaphor products
9 throughout the applicable statute of limitations period.

10 15. Plaintiff Rebecca Schwartz (“Plaintiff”) is a resident of California and purchased
11 the Baby, Children’s, and Adult Aquaphor products several times during the Class Period from
12 Walgreens and Target stores in Berkeley and Oakland, California, including the Walgreens located
13 at 2310 Telegraph Ave., Berkeley, CA, 94704 and 2995 San Pablo Ave., Berkeley, CA, 94704,
14 and the Target located at 1414 University Ave., Berkeley, CA, 94702. Plaintiff’s most recent
15 purchase was in or around 2023. Plaintiff saw the baby-specific and child-specific
16 misrepresentations made on the Products’ labels prior to and at the time of purchase and
17 understood them as representations and warranties that the product marketed for babies was
18 specially formulated for babies or otherwise uniquely suitable for babies, and that the product
19 marketed for children was specially formulated for children or otherwise uniquely suitable for
20 children. Plaintiff relied on the representations made on the Products’ labels in deciding to
21 purchase the Products. These representations and warranties were part of her basis of the bargain,
22 in that she would not have purchased the Products, or would only have been willing to purchase
23 the Products at a lower price, had she known the representations were false. Plaintiff would
24 consider purchasing the Products again if the advertising statements made on the Products’ labels
25 were, in fact, truthful and represented in a manner as not to deceive consumers.

26 **IV. NATURE OF THE ACTION**

27 **A. Defendant Makes, Markets, Distributes, and Sells the Products**

28 16. Defendant distributes Aquaphor Baby products marketed for babies, Aquaphor

1 Children’s products marketed for children, and Aquaphor adult products that are marketed for
2 adults.

3 17. The Aquaphor Products are available for purchase from many of the top retailers in
4 the United States and California, including but not limited to Target, Walmart, Walgreens, and
5 Amazon.com.

6 **Aquaphor Baby Healing Ointment**

7 18. The Aquaphor Baby Healing Ointment product is labeled as a “Baby” product and
8 contains a cartoon-like illustration of a baby in a diaper. The front label also advertises that it is a
9 “Pediatrician recommended brand.”

10 19. A true and correct copy of the front label of the Aquaphor Baby Healing Ointment
11 product from www.AquaphorUS.com is shown below:



25 20. The Aquaphor Baby Healing Ointment product is listed in the “Baby” category and
26 in the “Baby Care” section on www.AquaphorUS.com. The description of the Aquaphor Baby
27 product on the www.AquaphorUS.com website states “One essential solution for your baby’s
28 many skincare needs: Aquaphor® Baby Healing Ointment is uniquely formulated to provide the

1 extra gentle care your baby’s tender and delicate skin needs. This multi-purpose ointment can be
2 used for many of your baby’s skin needs, from chapped cheeks to minor scrapes and scratches, to
3 diaper rash, to the dry skin, and many more, so your baby stays happy, healthy, and protected.”

4 21. Below is a true and correct copy of a screenshot of the Aquaphor Baby Healing
5 Ointment product from www.AquaphorUS.com:



19 22. The Aquaphor Baby Healing Ointment product contains the following active
20 ingredient: Petrolatum (41%). The Aquaphor Baby Healing Ointment product contains the
21 following inactive ingredients: Mineral Oil, Ceresin, Lanolin Alcohol, Panthenol, Glycerin,
22 Bisabolol.

23 23. A true and correct copy of the ingredient list of the Aquaphor Baby Healing
24 Ointment product from www.AquaphorUS.com is shown below:

25 **Ingredients**

26 **Active Ingredient:** Petrolatum (41%) – Skin protectant

27 **Inactive Ingredients:** Mineral Oil, Ceresin, Lanolin Alcohol, Panthenol, Glycerin, Bisabolol

1 **Aquaphor Children’s Healing Ointment**

2 24. The Aquaphor Children’s Healing Ointment product is labeled as a “Children’s”
3 product with a red heart and contains a cartoon-like illustration of a child. The front label also
4 advertises that it is a “Pediatrician recommended brand.”

5 25. A true and correct copy of the front label of the Aquaphor Children’s Healing
6 Ointment product from www.AquaphorUS.com is shown below:



21 26. The description of the Aquaphor Children’s product on the www.AquaphorUS.com
22 website states “Aquaphor Children’s Healing Ointment is one essential solution for kids’ many
23 skincare needs. This multipurpose ointment can be used to protect the skin to help heal minor cuts
24 and scrapes and to soothe dry, chapped, irritated skin. Aquaphor Children’s Healing Ointment can
25 also help prevent chafing and helps protect skin from the drying effects of wind and cold weather.
26 This skin protectant formula is also a moisturizing lip ointment for soothing relief to chapped lips
27 and dry hands. Uniquely formulated with 41% Petrolatum (skin protectant), this skin healing
28 ointment works by creating a protective barrier on the skin that allows for the flow of oxygen and

1 excess fluid to create an ideal healing environment. Aquaphor Children’s Healing Ointment is
2 hypoallergenic and free of fragrances and parabens. It’s clinically proven and gentle on sensitive
3 skin.”

4 27. Below is a true and correct copy of a screenshot of the Aquaphor Children’s
5 Healing Ointment product from www.AquaphorUS.com:



18 28. The Aquaphor Children’s Healing Ointment product contains the following active
19 ingredient: Petrolatum (41%). The Aquaphor Children’s Healing Ointment product contains the
20 following inactive ingredients: Mineral Oil, Ceresin, Lanolin Alcohol, Panthenol, Glycerin,
21 Bisabolol.

22 29. A true and correct copy of the ingredient list of the Aquaphor Children’s Healing
23 Ointment product from www.AquaphorUS.com is shown below:

24 **Active Ingredient: Petrolatum (41%)**

25 Inactive Ingredient: Mineral Oil, Ceresin, Lanolin Alcohol, Panthenol, Glycerin, Bisabolol

26 **Aquaphor Healing Ointment**

27 30. The Aquaphor Healing Ointment product for adults does not contain the words
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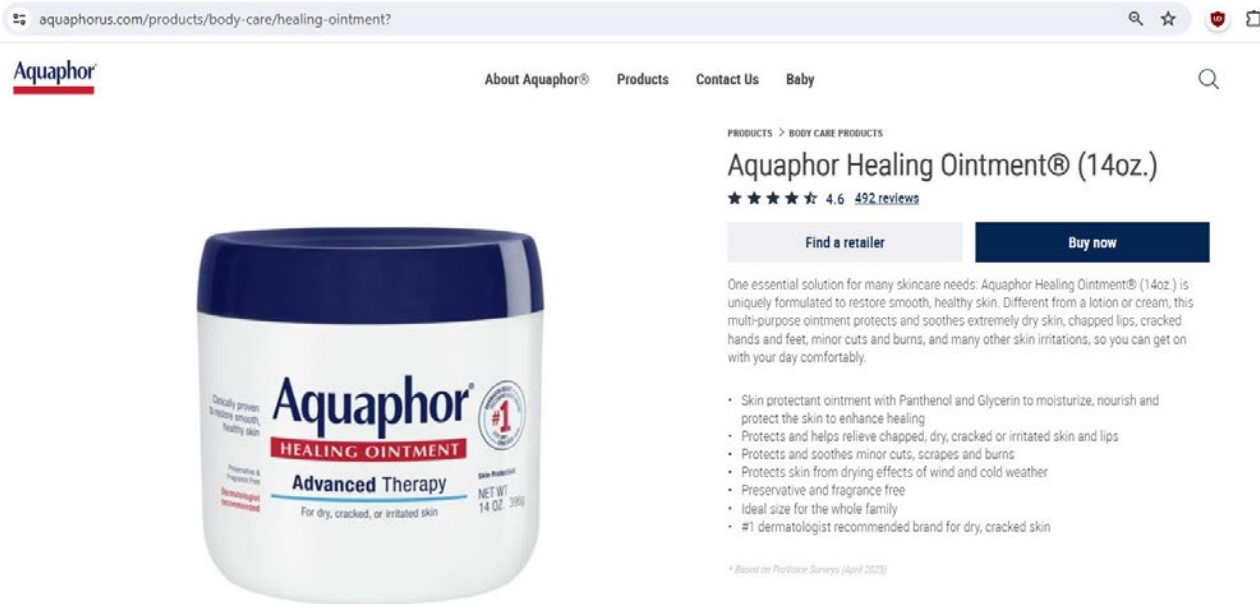
1 “Children” or “Baby” anywhere on the front label, and does not advertise that it is a “pediatrician
2 recommended brand.” The Aquaphor product for adults is advertised as “Dermatologist
3 recommended,” “For dry, cracked, or irritated skin,” and “Clinically proven to restore smooth,
4 healthy skin.”

5 31. A true and correct copy of the front label of the Aquaphor Healing Ointment
6 product for adults from www.AquaphorUS.com is shown below:



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19 32. The Aquaphor Healing Ointment product is listed in the “Body Care Products”
20 section on www.AquaphorUS.com. The description of the Aquaphor product for adults on the
21 www.AquaphorUS.com website states “One essential solution for many skincare needs: Aquaphor
22 Healing Ointment® (14oz.) is uniquely formulated to restore smooth, healthy skin. Different from
23 a lotion or cream, this multi-purpose ointment protects and soothes extremely dry skin, chapped
24 lips, cracked hands and feet, minor cuts and burns, and many other skin irritations, so you can get
25 on with your day comfortably.”

26
27 33. Below is a true and correct copy of a screenshot of the Aquaphor Healing Ointment
28 product from www.AquaphorUS.com:



34. The Aquaphor Adult’s Healing Ointment product contains the following active ingredient: Petrolatum (41%). The Aquaphor Adult’s Healing Ointment product contains the following inactive ingredients: Mineral Oil, Ceresin, Lanolin Alcohol, Panthenol, Glycerin, Bisabolol.

35. A true and correct copy of the ingredient list of the Aquaphor Adult’s Healing Ointment product from www.AquaphorUS.com is shown below:

Ingredients

Active ingredient: Petrolatum (41%) – Skin protectant

Inactive ingredients: Mineral Oil, Ceresin, Lanolin Alcohol, Panthenol, Glycerin, Bisabolol

36. As shown above, the Baby, Children’s and Adult’s Aquaphor Healing Ointment products all contain the same amount of the same active and inactive ingredients. In other words, all three Aquaphor Healing Ointment products are identical in form and quantity.

37. Defendant omits that the Products are suitable for use by all demographics: babies, children, and adults. Instead, the Baby product represents that it is a “Baby” product and the Children’s product represents that it is a “Children’s” product.

B. The Aquaphor Product Labels are Misleading to Reasonable Consumers

38. Based on the different marketing and labeling on the front of the Aquaphor Baby product, the Aquaphor Children’s product, and the Aquaphor Adult’s product, reasonable consumers believe that there is something different about the three products that make each one better suited or more appropriate for the advertised demographic.

39. However, all three products have the same amount of active and inactive ingredients. Defendant fails to disclose the true nature of the Products.

40. Defendant’s misrepresentations and omissions are misleading because the Baby, Children’s, and Adult Aquaphor products are identical.

41. Because Defendant advertises identical products to different demographics under the guise of being “uniquely formulated,” consumers are forced to purchase multiple products instead of one.

42. The Aquaphor Baby Healing Ointment and Aquaphor Children’s Healing Ointment products are also sold at a premium.

43. For example, Walgreens sells a 14 oz. container of the Aquaphor Baby Healing Ointment product for \$24.99, or \$1.78 per ounce.¹ Walgreens also sells the comparable 14 oz. container of the Aquaphor Adult’s Healing Ointment product for \$19.99, or \$1.43 per ounce.²

44. According to camelcamelcamel.com, the average price of the 14 oz. Aquaphor Baby Healing Ointment product from November 24, 2016 to June 17, 2024 was \$18.08.³ The average price of the 14 oz. Aquaphor Adult’s Healing Ointment product from November 22, 2016 to June 2, 2024 was \$17.09.⁴

45. Because the Baby and Children’s Aquaphor products represent that they are uniquely suitable for babies or children, when in fact the Baby, Children’s, and Adult’s Aquaphor

¹ <https://www.walgreens.com/store/c/aquaphor-healing-ointment/ID=prod6097487-product>

² <https://www.walgreens.com/store/c/aquaphor-advance-therapy-healing-ointment-fragrance-free/ID=prod3945801-product>

³ <https://camelcamelcamel.com/product/B005UEB96K>

⁴ <https://camelcamelcamel.com/product/B006IB5T4W>

1 products are all formulated identically, consumers are induced to purchase the Baby and Children's
2 products at a premium. Additionally, consumers are induced to purchase three separate products
3 for each demographic. Consumers are induced to pay an unlawful premium.

4 46. Defendant charges a premium for the Baby and Children's Aquaphor products. Yet,
5 the Baby, Children's, and Adult's Aquaphor products contain the same amount of the same active
6 and inactive ingredients. The only difference is that one is labeled for babies, one is labeled for
7 children, and one is labeled for adults.

8 47. The Aquaphor Baby product is not uniquely formulated for babies, and the
9 Aquaphor Children's product is not uniquely formulated for children. The Baby, Children's, and
10 Adult's Aquaphor products all contain the exact same formulation. Defendant takes the same exact
11 product and puts it in three different forms of packaging: one labeled for babies, one labeled for
12 children, and one labeled for adults. Then, Defendant charges more for the Products marketed for
13 babies and children. In short, Defendant tricks consumers into thinking they are buying products
14 uniquely formulated for babies and children, when in reality, consumers are just buying
15 Defendant's Aquaphor products for adults in a different packaging marketed for babies and
16 children.

17 48. Consumers buy the Baby and Children's Aquaphor products based on the belief
18 that they are specially or uniquely formulated for babies or children. Consumers that want to keep
19 babies and children safe rely on companies to not mislead them into paying more for products.

20 49. No reasonable consumer who understood that the Baby, Children's, and Adult's
21 Aquaphor products are all formulated identically would choose to pay more for them.

22 **C. Plaintiff's Purchases, Reliance, and Injury**

23 50. Plaintiff Rebecca Schwartz purchased the Baby and Children's Aquaphor products
24 several times from approximately 2020 to 2023 at Walgreens and Target stores in Berkeley and
25 Oakland, California in reliance on the front-label claims that the products were specifically for
26 babies or children. Plaintiff also purchased the Adult Aquaphor product for herself several times
27 from approximately 2016-2023.

28 51. When deciding to purchase the Baby and Children's Products, Plaintiff read and

1 relied on the front-label advertisements that the Aquaphor Baby product was for babies and the
2 Aquaphor Children’s product was for children, as well as the additional baby and children-specific
3 representations and illustrations, which appear directly on the front label of the Products’ labels
4 and packaging.

5 52. Based on these representations, Plaintiff believed that the Baby and Children’s
6 Aquaphor Products were specially formulated for babies or children and bought them specifically
7 for this reason.

8 53. Plaintiff purchased all three Baby, Children’s, and Adult’s Aquaphor products
9 during the Class Period based on the reasonable belief that the Baby Aquaphor product was
10 uniquely suitable for babies, the Children’s Aquaphor product was uniquely suitable for children,
11 and the adult’s Product was more suitable for adults.

12 54. Plaintiff would not have purchased the Aquaphor products or would not have paid
13 as much as she had for them if Plaintiff had known that the Baby, Children’s, and Adult’s
14 Aquaphor products are all formulated identically. Plaintiff paid a premium for these Products due
15 to the misleading labelling on the Products’ packaging. Had Plaintiff known the truth, Plaintiff
16 would not have purchased the Products or would not have paid as much as she had for the Products.

17 55. The representations on the Products’ labels were and are false and misleading, and
18 had the capacity, tendency, and likelihood to confuse or confound Plaintiff and other consumers
19 acting reasonably (including the putative Class) because, as described in detail herein, the Baby,
20 Children’s, and Adult’s Aquaphor products are all formulated identically, and the Baby and
21 Children’s Aquaphor Healing Ointment products are not specially formulated for babies or
22 children.

23 56. Plaintiff acted reasonably in relying on the challenged claims that Defendant
24 intentionally placed on the Products’ label and packaging with the intent to induce average
25 consumers into purchasing them.

26 57. Plaintiff first discovered Defendant’s unlawful acts described herein in mid-2024
27 when she learned that the Baby, Children’s, and Adult’s Aquaphor products are all formulated
28 identically.

1 58. Plaintiff, in the exercise of reasonable diligence, could not have discovered earlier
2 Defendant's unlawful acts described herein because the violations were known to Defendant, and
3 not to her throughout the Class Period defined herein.

4 59. The Baby and Children's Aquaphor products were sold at a premium and would
5 have cost less absent the false and misleading statements.

6 60. Plaintiff paid more for the Baby and Children's Aquaphor products, and would only
7 have been willing to pay less, or unwilling to purchase them at all, absent the false and misleading
8 labeling statements complained of herein.

9 61. For these reasons, the Products were worth less than what Plaintiff paid for them.

10 62. Plaintiff would like to, and would consider, purchasing the Products again when
11 she can do so with the assurance that the Products' labels are truthful and consistent with the
12 Products' ingredients.

13 63. Plaintiff will be unable to rely on the Products' advertising or labeling in the future,
14 and so will not purchase the Products again although she would like to.

15 64. Plaintiff lost money as a result of Defendant's deceptive claims and practices in
16 that she did not receive what she paid for when purchasing the Products.

17 65. Plaintiff detrimentally altered her position and suffered damages in an amount equal
18 to the premium she paid for the Products.

19 66. The senior officers and directors of Defendant allowed the Products to be sold with
20 full knowledge or reckless disregard that the challenged claims are fraudulent, unlawful, and
21 misleading.

22 **V. CLASS ACTION ALLEGATIONS**

23 67. 40. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks certification
24 of the following Classes (or alternative Classes or Subclasses), for the time period from when the
25 Children's Aquaphor products first entered into the stream of commerce until the present ("Class
26 Period"), defined as follows:

27 **Nationwide Class**

28 All U.S. citizens who purchased the Aquaphor Baby Healing Ointment or Aquaphor
Children's Healing Ointment products in their respective state of citizenship for personal

and household use and not for resale during the Class Period.

California Subclass

All California citizens who purchased the Aquaphor Baby Healing Ointment or Aquaphor Children’s Healing Ointment products in California for personal and household use and not for resale during the Class Period.

68. The Classes and Subclasses described in this complaint will jointly be referred to as the “Class” or the “Classes” unless otherwise stated, and the proposed members of the Classes and Subclasses will jointly be referred to as “Class Members.”

69. Plaintiff and the Class reserve their right to amend or modify the Class definitions with greater specificity or further division into subclasses or limitation to particular issues as discovery and the orders of this Court warrant.

70. Excluded from the Class are governmental entities, Defendant, any entity in which Defendant has a controlling interest, Defendant’s employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies, including all parent companies, and their employees; and the judicial officers, their immediate family members and court staff assigned to this case.

71. The members in the proposed Class are so numerous that individual joinder of all members is impracticable. Due to the nature of the trade and commerce involved, however, Plaintiff believes the total number of Class members is at least in the hundreds and members of the Classes are numerous. While the exact number and identities of the Class members are unknown at this time, such information can be ascertained through appropriate investigation and discovery. The disposition of the claims of the Class members in a single class action will provide substantial benefits to all parties and to the Court.

72. Defendant has acted or refused to act on grounds generally applicable to the Classes, thereby making final injunctive relief or corresponding declaratory relief and damages as to the Products appropriate with respect to the Classes as a whole. In particular, Defendant has failed to disclose the true nature of the Products being marketed as described herein.

73. There is a well-defined community of interest in the questions of law and fact involved, affecting the Plaintiff and the Classes and these common questions of fact and law

1 include, but are not limited to, the following:

2 a. Whether Defendant breached any express warranties made to Plaintiff and the
3 Class;

4 b. Whether Defendant breached any implied warranties made to Plaintiff and the
5 Class;

6 c. Whether Defendant violated other consumer protection statutes, false advertising
7 statutes, or state deceptive business practices statutes;

8 d. Whether Defendant engaged, and continues to engage, in unfair or deceptive acts
9 and practices in connection with the marketing, advertising, and sales of the Products;

10 e. Whether reasonable consumers are likely to be misled by Defendant's advertising
11 and labeling of the Products;

12 f. Whether the Products' challenged representations or omissions are material to
13 reasonable consumers;

14 g. Whether the proposed class is suitable for class certification;

15 h. The proper amount of restitution, damages, and punitive damages;

16 i. The proper injunctive relief, including a corrective advertising campaign;

17 j. The proper amount of attorneys' fees.

18 74. These common questions of law and fact predominate over questions that affect
19 only individual Class Members.

20 75. Plaintiff's claims are typical of Class Members' claims because they are based on
21 the same underlying facts, events, and circumstances relating to Defendant's conduct. Specifically,
22 all Class Members, including Plaintiff, were subjected to the same misleading and deceptive
23 conduct when they purchased the Products, and suffered economic injury because the Products
24 were and still are misrepresented. Absent Defendant's business practice of deceptively and
25 unlawfully labeling the Products, Plaintiff and Class Members would not have purchased the
26 Products, or would have paid less for them.

27 76. Plaintiff will fairly and adequately represent and protect the interests of the Classes,
28 has no interests incompatible with the interests of the Classes, and has retained counsel with

1 substantial experience in handling complex consumer class action litigation. Plaintiff and her
2 counsel are committed to vigorously prosecuting this action on behalf of the Classes and have the
3 financial resources to do so.

4 77. Plaintiff and the members of the Classes suffered, and will continue to suffer harm
5 as a result of Defendant’s unlawful and wrongful conduct. A class action is superior to other
6 available methods for the fair and efficient adjudication of the present controversy. Individual
7 joinder of all members of the Classes is impracticable. Even if individual Class members had the
8 resources to pursue individual litigation, it would be unduly burdensome to the courts in which the
9 individual litigation would proceed. Individual litigation magnifies the delay and expense to all
10 parties in the court system of resolving the controversies engendered by Defendant’s common
11 course of conduct. The class action device allows a single court to provide the benefits of unitary
12 adjudication, judicial economy, and the fair and efficient handling of all Class members’ claims in
13 a single forum. The conduct of this action as a class action conserves the resources of the parties
14 and of the judicial system and protects the rights of the class members. Furthermore, for many, if
15 not most, a class action is the only feasible mechanism that allows an opportunity for legal redress
16 and justice.

17 78. Adjudication of individual Class members’ claims with respect to Defendant
18 would, as a practical matter, be dispositive of the interests of other members not parties to the
19 adjudication, and could substantially impair or impede the ability of other class members to protect
20 their interests.

21 79. Defendant has acted on grounds applicable to the Class, thereby making appropriate
22 final public injunctive and declaratory relief concerning the Class as a whole.

23 **CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 **Violations of the Unfair Competition Law,**
26 **Cal. Bus. & Prof. Code §§ 17200 et seq.**
27 ***(on behalf of the California Class)***

28 80. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if

1 set forth in full herein.

2 81. California’s Unfair Competition Law, Business and Professions Code §17200 (the
3 “UCL”) prohibits any “unfair, deceptive, untrue or misleading advertising.” For the reasons
4 discussed above, Defendant has engaged in unfair, deceptive, untrue and misleading advertising,
5 and continues to engage in such business conduct, in violation of the UCL.

6 82. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200,
7 *et seq.*, proscribes acts of unfair competition, including “any unlawful, unfair or fraudulent
8 business act or practice and unfair, deceptive, untrue or misleading advertising.”

9 **Fraudulent**

10 83. A statement or practice is “fraudulent” under the UCL if it is likely to mislead or
11 deceive the public, applying an objective reasonable consumer test.

12 84. As set forth herein, Defendant’s claims relating to the Products are likely to mislead
13 reasonable consumers to believe the Products are specially formulated or otherwise uniquely
14 suitable for babies or children.

15 85. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff
16 and the other Class members. Plaintiff has suffered injury in fact as a result of Defendant’s unfair
17 conduct. Defendant has thus engaged in unlawful, unfair and fraudulent business acts and
18 practices and false advertising, entitling Plaintiff and the Class to public injunctive relief against
19 Defendant, as set forth in the Prayer for Relief.

20 86. Pursuant to Business and Professions Code § 17203, Plaintiff and the Class seek an
21 order requiring Defendant to immediately cease such acts of unlawful, unfair and fraudulent
22 business practices and requiring Defendant to engage in a corrective advertising campaign.

23 87. Plaintiff also seeks an order for the disgorgement and restitution of the premium
24 received from the sale of the Products the Class Members purchased, which was unjustly acquired
25 through acts of unlawful, unfair, and/or fraudulent competition, and attorneys’ fees and costs.

26 **Unlawful**

27 88. The acts alleged herein are “unlawful” under the UCL in that they violate at least
28 the following laws:

1 a. By knowingly and intentionally concealing from Plaintiff and the other Class
2 members that the Products were not specially formulated for children;

3 b. By misrepresenting the nature of the Products as being specially formulated or
4 otherwise uniquely suitable for babies or children;

5 c. By engaging in the conduct giving rise to the claims asserted in this complaint;

6 d. By violating California Civil Code §§ 1709-1711 by making affirmative
7 misrepresentations about the Products;

8 e. By violating California Civil Code §§ 1709-1711 by suppressing material
9 information about the Products;

10 f. By violating the California Commercial Code for breaches of express and implied
11 warranties.

12 g. By violating California’s Sherman Act, Cal. Health & Safety Code § 110390, which
13 prohibits drug and cosmetics labelling that is “false or misleading in any particular”;

14 h. By violating the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
15 and

16 i. By violating the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

17 89. Such conduct is ongoing and continues to this date.

18 90. Plaintiff and the Class reserve the right to allege other violations of law, which
19 constitute other unlawful business acts or practices.

20 **Unfair**

21 91. Defendant’s acts, omissions, misrepresentations, practices and nondisclosures as
22 alleged herein also constitute “unfair” business acts and practices within the meaning of the UCL
23 in that its conduct is substantially injurious to consumers, offends public policy, and is immoral,
24 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged
25 benefits attributable to such conduct. In the alternative, Defendant’s business conduct as described
26 herein violates relevant laws designed to protect consumers and business from unfair competition
27 in the marketplace. Such conduct is ongoing and continues to date.

28 92. Defendant’s conduct with respect to the labeling, advertising, and sale of the

1 Products were and is also unfair because it violates public policy as declared by specific
2 constitutional, statutory or regulatory provisions, including but not limited to the Consumers Legal
3 Remedies Act and the False Advertising Law.

4 93. Defendant's conduct with respect to the labeling, advertising, and sale of the
5 Products were and is also unfair because the consumer injury was substantial, not outweighed by
6 benefits to consumers or competition, and not one consumers themselves could reasonably have
7 avoided.

8 94. Defendant profited from its sale of the falsely, deceptively, and unlawfully
9 advertised and packaged Products to unwary consumers.

10 95. Plaintiff and Class Members are likely to continue to be damaged by Defendant's
11 deceptive trade practices, because Defendant continues to disseminate misleading information on
12 the Products' packaging. Thus, public injunctive relief enjoining Defendant's deceptive practices
13 is proper.

14 96. There were reasonably available alternatives to further Defendant's legitimate
15 business interests, other than the conduct described herein.

16 97. Class-wide reliance can be inferred because Defendant's misrepresentations were
17 material, *i.e.*, a reasonable consumer would consider them important in deciding whether to buy
18 the Aquaphor Baby or Children's products.

19 98. Defendant's misrepresentations were a substantial factor and proximate cause in
20 causing damages and losses to Plaintiff and Class members.

21 99. Plaintiff and the Classes were injured as a direct and proximate result of
22 Defendant's conduct because (a) they would not have purchased or would have paid less for the
23 Aquaphor products if they had known the truth and (b) they overpaid for the Products because the
24 Products are sold at a price premium due to the misrepresentations.

25 **SECOND CAUSE OF ACTION**

26 **Violations of the False Advertising Law,**

27 **Cal. Bus. & Prof. Code §§ 17500 *et seq.***

28 ***(on behalf of the California Class)***

1 100. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if
2 set forth in full herein.

3 101. The FAL provides that “[i]t is unlawful for any person, firm, corporation or
4 association, or any employee thereof with intent directly or indirectly to dispose of real or personal
5 property or to perform services” to disseminate any statement “which is untrue or misleading, and
6 which is known, or which by the exercise of reasonable care should be known, to be untrue or
7 misleading.” Cal. Bus. & Prof. Code § 17500.

8 102. It is also unlawful under the FAL to disseminate statements concerning property or
9 services that are “untrue or misleading, and which is known, or which by the exercise of reasonable
10 care should be known, to be untrue or misleading.” *Id.*

11 103. As alleged herein, Defendant falsely advertised the Baby and Children’s Aquaphor
12 products by falsely representing that the Products were specifically formulated for babies or
13 children, when in fact the Baby, Children’s, and Adult’s Aquaphor products are all formulated
14 identically.

15 104. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
16 a result of Defendant’s actions as set forth herein. Specifically, prior to the filing of this action,
17 Plaintiff purchased the Products in reliance on Defendant’s false and misleading labeling claims
18 that the Products, among other things, were specially formulated or otherwise uniquely suitable
19 for babies or children.

20 105. Defendant’s business practices as alleged herein constitute deceptive, untrue, and
21 misleading advertising pursuant to the FAL because Defendant has advertised the Products in a
22 manner that is untrue and misleading, which Defendant knew or reasonably should have known,
23 and omitted material information from its advertising.

24 106. Defendant profited from its sale of the falsely and deceptively advertised Products
25 to unwary consumers.

26 107. As a result, Plaintiff, the Class, and the general public are entitled to public
27 injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which
28 Defendant was unjustly enriched.

1 108. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of herself and the
2 Class, seeks an order enjoining Defendant from continuing to engage in deceptive business
3 practices, false advertising, and any other act prohibited by law, including those set forth in this
4 Complaint.

5 **THIRD CAUSE OF ACTION**

6 **Violations of the Consumer Legal Remedies Act,**

7 **Cal. Civ. Code §§ 1750 *et seq.***

8 ***(on behalf of the California Class)***

9 109. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if
10 set forth in full herein.

11 110. The CLRA prohibits deceptive practices in connection with the conduct of a
12 business that provides goods, property, or services primarily for personal, family, or household
13 purposes.

14 111. Defendant’s false and misleading labeling and other policies, acts, and practices
15 were designed to, and did, induce the purchase and use of the Products for personal, family, or
16 household purposes by Plaintiff and Class Members, and violated and continue to violate the
17 following sections of the CLRA:

18 a. § 1770(a)(5): Representing that goods have characteristics, uses, or benefits which
19 they do not have;

20 b. § 1770(a)(7): Representing that goods are of a particular standard, quality, or grade
21 if they are of another; and

22 c. § 1770(a)(9): Advertising goods or services with intent not to sell them as
23 advertised.

24 112. Defendant profited from the sale of the falsely, deceptively, and unlawfully
25 advertised Products to unwary consumers.

26 113. Defendant’s wrongful business practices constituted, and constitute, a continuing
27 course of conduct in violation of the CLRA.

28 114. On June 18, 2024, Plaintiff sent a notice letter to Defendant’s principal place of

1 business which complies with California Civil Code § 1782(a). Plaintiff sent Defendant
2 individually and on behalf of the proposed Class, a letter by certified mail, return receipt requested,
3 demanding that Defendant rectify the actions described above by providing monetary relief,
4 agreeing to be bound by its legal obligations, and giving notice to all affected customers of its
5 intent to do so.

6 115. More than thirty days have passed since Plaintiff sent Defendant a CLRA letter and
7 Defendant has failed to take the corrective action described in Plaintiff’s letter. Wherefore,
8 Plaintiff seeks damages, restitution, injunctive relief, and attorneys’ fees and costs for Defendant’s
9 violations of the CLRA.

10 **FOURTH CAUSE OF ACTION**

11 **Breach of Express Warranties,**

12 **Cal. Com. Code § 2313(1)**

13 ***(on behalf of all Classes)***

14 116. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if
15 set forth in full herein.

16 117. Through the Products’ labels and advertising, Defendant made affirmations of fact
17 or promises, or description of goods, described above, which were “part of the basis of the
18 bargain,” in that Plaintiff and the Class purchased the Products in reasonable reliance on those
19 statements. Cal. Com. Code § 2313(1).

20 118. The foregoing representations were material and were a substantial factor in
21 causing the harm suffered by Plaintiff and the Class because they concerned alleged valuation of
22 the Products regarding its suitability for babies and children.

23 119. These representations had an influence on consumers’ decisions in purchasing the
24 Products.

25 120. Defendant made the above representations to induce Plaintiff and the members of
26 Class to purchase the Products. Plaintiff and the Class members relied on the representations when
27 purchasing Defendant’s products.

28 121. Defendant breached the express warranties by selling Products that were marketed

1 as specially formulated or otherwise uniquely suitable for babies or children, when in fact, the
2 Baby, Children’s, and Adult’s Aquaphor products are all formulated identically.

3 122. That breach actually and proximately caused injury in the form of the price
4 premium that Plaintiff and Class members paid for the Products.

5 **FIFTH CAUSE OF ACTION**

6 **Breach of Implied Warranties**

7 **Cal. Com. Code § 2314**

8 123. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if
9 set forth in full herein.

10 124. Defendant, through its acts and omissions set forth herein, in the sale, marketing,
11 and promotion of the Products, made representations to Plaintiff and the Class that, among other
12 things, the Products were specially formulated for babies or children and worth a premium.

13 125. Plaintiff and the Class purchased the Products manufactured, advertised, and sold
14 by Defendant, as described herein.

15 126. Defendant is a merchant with respect to the goods of this kind which were sold to
16 Plaintiff and the Class, and there was, in the sale to Plaintiff and other consumers, an implied
17 warranty that those goods were merchantable.

18 127. However, Defendant breached that implied warranty in that the Products were not
19 specially formulated for babies or children, and instead, the Baby, Children’s, and Adult Aquaphor
20 products are all formulated identically.

21 128. As an actual and proximate result of Defendant’s conduct, Plaintiff and the Class
22 did not receive goods as impliedly warranted by Defendant to be merchantable in that the Products
23 did not conform to promises and affirmations made on the labels of the Products.

24 129. Plaintiff and the Class have sustained damages as a proximate result of the
25 foregoing breach of implied warranty in the amount of the Products’ price premium.

26 **SIXTH CAUSE OF ACTION**

27 **Negligent Misrepresentation**

28 *(on behalf of all Classes)*

1 superior position than Plaintiff and Class Members such that reliance by Plaintiff and Class
2 Members was justified. Defendant possessed the skills and expertise to know the type of
3 information that would influence a consumer's purchasing decision.

4 139. During the applicable Class Period, Defendant intentionally misrepresented,
5 omitted, and concealed from consumers material facts regarding the quality and characteristics of
6 the Products, including that the Products were specially formulated or otherwise uniquely suitable
7 for babies or children. These representations were material and were uniformly made.

8 140. As noted in detail above, these representations were false and misleading, as the
9 Baby, Children's, and Adult's Aquaphor products are formulated identically. Defendant made
10 these misrepresentations with actual knowledge of their falsity and/or made them with fraudulent
11 intent.

12 141. Defendant made such false and misleading statements and omissions with the intent
13 to induce Plaintiff and Class Members to purchase the Products at a premium price, deprive
14 Plaintiff and Class Members of property or otherwise causing injury, and thus, Defendant has
15 committed fraud.

16 142. Defendant's deceptive or fraudulent intent is evidenced by motive and opportunity.
17 Defendant offered products that were marketed and advertised as specially formulated for babies
18 or children so Defendant could realize greater profits by requiring consumers to purchase three
19 separate products: one for babies, one for children, and one for adults. Defendant knew that
20 consumers would place trust and confidence in its Products' claims and rely thereon in their
21 purchases of the Products. In addition to Defendant's knowledge that the Products were not
22 specially formulated for otherwise uniquely suitable for babies or children, Defendant expressly
23 represented that the Baby and Children's Products were more suitable for babies or children and
24 superior to the adult's Aquaphor products when purchasing for babies or children, and generated
25 great profit by instilling confidence in its consumer base that its claims were credible.

26 143. Plaintiff and the Class Members were unaware of the falsity in Defendant's
27 misrepresentations and omissions and, as a result, justifiably relied on them when making the
28 decision to purchase the Products.

- 1 a. An order certifying this action as a class action;
- 2 b. An order requiring Defendant to bear the costs of class notice;
- 3 c. An order appointing Plaintiff as the class representative and the Law Offices of
- 4 Ronald A. Marron as Class Counsel;
- 5 d. An order compelling Defendant to conduct a corrective advertising campaign;
- 6 e. An order compelling Defendant to destroy all misleading and deceptive advertising
- 7 materials and Products labels, and to recall all offending Products;
- 8 f. An order declaring that Defendant’s conduct violates the statutes and laws referenced
- 9 herein;
- 10 g. An order awarding disgorgement of Defendant’s profits that were obtained from its
- 11 ill-gotten gains in connection with its sales of the Products to Plaintiff and class
- 12 members;
- 13 h. An order awarding damages and, in the alternative, equitable restitution;
- 14 i. An award for punitive damages and statutory penalties;
- 15 j. An award of attorneys’ fees and costs;
- 16 k. An award of pre-judgment and post-judgment interest; and
- 17 l. An order providing for all other such further relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

20 Dated: July 19, 2024

21 Respectfully Submitted,

22 */s/ Ronald A. Marron*
23 Ronald A. Marron

24 **LAW OFFICES OF RONALD A. MARRON**
25 RONALD A. MARRON
26 *ron@consumersadvocates.com*
27 LILACH HALPERIN
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Counsel for Plaintiff and the Proposed Classes

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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Rebecca Schwartz

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

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

Ronald A. Marron 651 Arroyo Drive, San Diego, CA 92103 (619) 696-9006

DEFENDANTS

Beiersdorf, Inc.

County of Residence of First Listed Defendant Stamford, CT (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

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

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. sec. 1332(d)

Brief description of cause: Diversity case brought under the Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

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

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

JUDGE DOCKET NUMBER

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

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

DATE 07/19/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Ronald A. Marron

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.