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 12 **UNITED STATES DISTRICT COURT**
 13 **SOUTHERN DISTRICT OF CALIFORNIA**
 14

15 JENNIFER MEYERS, on behalf of herself and
 16 all others similarly situated,

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 18 Plaintiff,

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 21 v.

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 23 STEARN’S PRODUCTS, INC.
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25 Defendant.
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Case No. **'18CV0557 DMS NLS**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Jennifer Meyers (collectively, “Plaintiff”) bring this action on behalf of herself and
2 all others similarly situated against Stearn’s Products, Inc. (otherwise referred to as “Defendant”).
3 Plaintiff make the following allegations based upon information and belief, except as to the
4 allegations specifically pertaining to themselves, which are based on personal knowledge.

5 **INTRODUCTION**

6 1. This is a class action lawsuit against Defendant for selling its DERMA·E® brand
7 facial personal care products as “natural” when, in fact, they contain unnatural or synthetic
8 ingredients.

9 2. Stearn’s Products, Inc. is an American company that focuses on personal care
10 products. Defendant is headquartered in Los Angeles, California and regards itself as a “we’ve
11 grown to become one of the largest natural facial care brands in the U.S.” Defendant’s DERMA·E®
12 brand was created in 1984 and claims it was “we harness nature’s most effective ingredients. Our
13 products are formulated with the most potent natural antioxidants and targeted vitamin solutions to
14 ensure they deliver unmatched results without the use of harmful chemicals.” Consistent with
15 Defendant’s self-promotion of the DERMA·E® brand as a leader in natural cosmetics, it claims
16 “[o]ver the years we’ve introduced many extraordinary products, each one rooted in our belief that
17 skin health can be visibly improved through the right combination of potent vitamins, wholesome
18 nutrients and exceptional ingredients.”

19 3. Defendant’s DERMA·E® brand created and continues to maintain an “Our Ingredient
20 Story”, which is displayed prominently on its website to further promote and advertise its product
21 line. The DERMA·E® Ingredient Story states: “Our passion is all about harnessing nature’s most
22 effective ingredients. We combine potent natural antioxidants, vitamins and botanicals with our
23 doctor formulated expertise to ensure our products deliver unmatched results and provide our
24 consumers with the best skin care possible. Everything we do considers people...”

- 25 • Among other purportedly “natural” products, Defendant manufactures,
26 distributes, advertises and sells DERMA·E® products, which include:
 - 27 • Derma e Deep Wrinkle Peptide Moisturizer

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- Derma e Deep Wrinkle Peptide Serum
- Derma e BB Crème, Light Tint, SPF 25
- Derma e BB Crème, Medium Tint, SPF 25
- Derma e Age-Defying Antioxidant Day Crème
- Derma e Age-Defying Antioxidant Night Crème
- Derma e Microdermabrasion Scrub
- Derma e Deep Wrinkle Peptide Eye Crème
- Derma e Soothing Redness Reducing Serum
- Derma e Soothing Oil-Free Moisturizer with Pycnogenol
- Derma e Soothing Moisturizing Crème with Pycnogenol
- Derma e Evenly Radiant Brightening Serum
- Derma e Evenly Radiant Brightening Day Crème SPF 15
- Derma e Evenly Radiant Brightening Night Crème
- Derma e Evenly Radiant Dark Circle Eye Crème
- Derma e Purifying Youth Serum
- Derma e Purifying Oil-Free Moisturizer
- Derma e Hydrating Mask with Hyaluronic Acid
- Derma e Hydrating Serum with Hyaluronic Acid
- Derma e Hydrating Day Crème and Hyaluronic Acid
- Derma e Hydrating Night Crème with Hyaluronic Acid
- Derma e Clear Vein Crème
- Derma e Skin Lighten
- Derma e Firming DMAE Eye Lift

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- Derma e Age-Defying Antioxidant Moisturizer SPF 15
- Derma e Age-Defying Antioxidant Eye Crème
- Derma e Firming DMAE Serum
- Derma e Firming DMAE Moisturizer
- Derma e Skinbiotics Treatment Crème
- Derma e Anti-Wrinkle Vitamin A & Green Tea Advanced Crème
- Derma e Soothing Eye Gel with Pycnogenol
- Derma e Hydrating Eye Crème with Hyaluronic Acid
- Derma e Scar Gel
- Derma e Psorzema Crème
- Derma e Stretch Mark Crème
- Derma e CoQ10 Super Repair Serum
- Derma e CoQ10 Super Repair Crème
- Derma e CoQ10 Super Repair Eye Crème
- Derma e Antioxidant Natural Sunscreen SPF 30 Oil-Free Face Lotion
- Derma e Antioxidant Natural Sunscreen SPF 30 Body Lotion
- Derma e Very Clear Moisturizer
- Derma e Intensive Therapy Foot Crème
- Derma e Purifying 2-in-1 Charcoal Mask
- Derma e Anti-Wrinkle Vitamin A Night Serum
- Derma e Anti-Wrinkle Vitamin A Glycolic Mask
- Derma e Overnight Peel
- Derma e Soothing Cleanser with Pycnogenol

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- Derma e Soothing Toner with Pycnogenol
- Derma e Very Clear Acne Cleanser
- Derma e Purifying Gel Cleanser
- Derma e Purifying Toner Mist
- Derma e Purifying Daily Detox Scrub
- Derma e Hydrating Scrub
- Derma e Hydrating Cleanser with Hyaluronic Acid
- Derma e Evenly Radiant Brightening Cleanser
- Derma e Evenly Radiant Brightening Toner
- Derma e Firming DMAE Cleanser
- Derma e Firming DMAE Toner
- Derma e Vitamin E Intensive Therapy Body Balm
- Derma e Vitamin E 12,000 IU Crème
- Derma e Tea Tree and E Oil
- Derma e Tea Tree and E Antiseptic Crème
- Derma e Tea Tree and E Face and Body Wash
- Derma e Itch Relief Lotion
- Derma e Anti-Wrinkle Vitamin A Eye Crème
- Derma e Anti-Wrinkle Vitamin A Retinyl Palmitate Crème
- Derma e Anti-Wrinkle Vitamin A Moisturizing Gel
- Derma e Very Clear Acne Scrub
- Derma e Exfoliating Scrub with Fruit Enzymes
- Derma e Anti-Wrinkle Vitamin A Glycolic Cleanser

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- Derma e Anti-Wrinkle Vitamin A Glycolic Toner
 - Derma e Anti-Wrinkle Vitamin A Glycolic Scrub
 - Derma e Hydrating Mist with Hyaluronic Acid
 - Derma e Vitamin E Intensive Therapy Body Lotion, Fragrance-Free
 - Derma e Vitamin E Intensive Therapy Body Lotion, Lavender-Neroli
 - Derma e CoQ10 Super Repair Cleanser
 - Derma e CoQ10 Super Repair 2-in-1 Scrub/Mask
 - Derma e Anti-Wrinkle Vitamin A & E Treatment Oil
 - Derma e Makeup Remover
 - Derma e Psorzema Body Wash
 - Derma e Scalp Relief Shampoo
 - Derma e Scalp Relief Conditioner
 - Derma e Very Clear Acne Spot Treatment
 - Derma e Vitamin E Skin Oil 14,000 I.U.
 - Derma e Age-Defying Antioxidant Hand Crème
 - Derma e Hydrating Facial Wipes
 - Derma e Vitamin E Intensive Therapy Hand Crème
- (collectively, “the Products”).

4. Consistent with Defendant’s self-promotion as a leader in natural personal care products, the front packaging of each one of the Products clearly states that it is “Natural”.

5. To reinforce the message that the Products are natural products, the front packaging of every Product displays pictures of leaves and states the Products are “100% Vegan”, “Cruelty-Free”, “Paraben-Free.” Contrary to the labeling, the Products contain the following synthetic ingredients:

- Cetyl Alcohol
- Glyceryl Stearate
- Tocopheryl Acetate
- Polysorbate 20
- Xanthan Gum
- Dimethicone
- Phenoxyethanol
- Ethylexylglycerin
- Potassium Sorbate
- Zinc Oxide
- Titanium Dioxide
- Glyceryl Stearate Citrate
- Glyceryl Stearate
- Stearyl Alcohol
- Cetearyl Alcohol
- Decyl Glucoside
- Coco-Glucoside
- Cocamidopropyl Betaine
- Sodium Benzoate
- Citric Acid
- Glycolic Acid

6. Defendant’s representations that the Products are “Natural” are false, misleading, and deceptive because the Products contain multiple ingredients that are, as set forth and described below, synthetic and artificial.

a. Zinc Oxide is a synthetic compound. *See, e.g.*, 7 C.F.R. § 205.601(j)(6)(ii). Zinc oxide used in commercial purposes is usually produced by chemical synthesis or by vaporizing metallic zinc at extreme high heat.

b. Dimethicone is a synthetic ingredient listed under 21 C.F.R. § 347.10. It is a polydimethylsiloxane obtained by hydrolysis and polycondensation of dichlorodimethylsilane and chlorotrimethylsilane.¹

¹ <https://www.truthinadvertising.org/wp-content/uploads/2014/07/Segedie-v.-Hain-Celestial-Group-complaint.pdf>

- 1 **c. Cetearyl Alcohol/Cetyl Alcohol/Stearyl Alcohol** is a synthetic substance and
2 adjuvant. *See* 21 C.F.R. §172.515.
- 3 **d. Potassium Sorbate** is a synthetic preservative.² *See* 21 C.F.R. § 582.3640. It is
4 created by using potassium hydroxide (KOH) to neutralize sorbic acid (C₆H₈O₂).
5 The resulting potassium sorbate may be crystallized from aqueous ethanol. Studies
6 have shown Potassium Sorbate to have genotoxic effects on humans and other
7 mammals.³ It causes chromosomal aberrations in cells, which can trigger the
8 development of cancer.⁴
- 9 **e. Sodium benzoate** is a synthetic preservative.⁵ Sodium benzoate is produced by the
10 neutralization of benzoic acid with sodium hydroxide, or by adding benzoic acid to
11 a hot concentrated solution of sodium carbonate until effervescence ceases. The
12 solution is then evaporated, cooled and allowed to crystalize or evaporate to
13 dryness, and then granulated. It does not occur naturally.⁶ Sodium benzoate has
14 been shown to cause DNA damage and chromosomal aberrations.⁷ When sodium
15 benzoate combines with ascorbic acid (an ingredient common in many food
16 products) the two substances can react to produce benzene, which is a highly toxic
17 carcinogen.
- 18 **f. Xanthan Gum** is a polysaccharide derived from the fermentation of sugars by
19 anthomonas campeseri bacterium and purification using isopropyl alcohol. It is
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23 ² <http://www.fda.gov/ICECI/EnforcementActions/WarningLetters/2011/ucm274535.htm>.

24 ³ Sevcan Mamur et al., *Does Potassium Sorbate Induce Genotoxic or Mutagenic Effects in Lymphocytes?*,
25 TOXICOLOGY IN VITRO 790, 793 (2010).

26 ⁴ *Id.*

27 ⁵ http://www.ewg.org/skindeep/ingredient/705989/SODIUM_BENZOATE/;
28 <http://www.fda.gov/ICECI/EnforcementActions/WarningLetters/2011/ucm274535.htm>.

⁶ 21 C.F.R. § 184.1733.

⁷ N. Zengin et al., *The Evaluation of the Genotoxicity of Two Food Preservatives: Sodium Benzoate and Potassium Benzoate*, FOOD AND CHEMICAL TOXICOLOGY 763, 764-68 (2011).

1 listed as a synthetic ingredient by federal regulation and is typically used as a
2 thickening or stabilizing agent in beverages and as emulsifiers in salad dressings.
3 *See* 7 C.F.R. § 205.605(b). A 2012 article in the Journal of Pediatrics noted that the
4 U.S. Food & Drug Administration issued warnings that products containing xanthan
5 gum have been linked to illness and death in infants.⁸

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7 **g. Glyceryl Stearate** is a synthetic mixture of variable proportions of glyceryl
8 monostearate, glyceryl monopalmitate, and glyceryl esters of fatty acids present in
9 commercial stearic acid. Glyceryl monostearate is prepared by glycerolysis of
10 certain fats or oils esterification, with glycerin, of stearic acid. *See* 21 C.F.R.
11 §184.1324.
- 12 **h. Glyceryl Stearate Citrate**, is a synthetic mixture of variable proportions of glyceryl
13 monostearate, glyceryl monopalmitate, citric acid esters and glyceryl esters of fatty
14 acids present in commercial stearic acid. Glyceryl monostearate is prepared by
15 glycerolysis of certain fats or oils esterification, with glycerin, of stearic acid. *See* 21
16 C.F.R. §184.1324.
- 17 **i. Cocamidopropyl Betaine (Coco Betaine)** is a synthetic surfactant.⁹
- 18 **j. Glycolic Acid** is a synthetic ingredient registered as a disinfecting cleaner and a
19 disinfectant/sanitizer for non-food contacting, hard non-porous surfaces in
20 residential and public access premises.¹⁰
- 21
22 **k. Polysorbate-20** is a synthetic emulsifier and/or surface-active agent. *See* 21 C.F.R.
23 § 178.3400.

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25 ⁸ Jennifer Beal, MPH et al., *Late Onset Necrotizing Enterocolitis in Infants Following Use of a Xanthan Gum-
Containing Thickening Agent*, 161 THE JOURNAL OF PEDIATRICS 2, 354 (2012).

26 ⁹[http://www.fda.gov/downloads/CombinationProducts/JurisdictionalInformation/RFDJurisdictionalDecisions/Redacted
DecisionLetters/UCM113805.pdf](http://www.fda.gov/downloads/CombinationProducts/JurisdictionalInformation/RFDJurisdictionalDecisions/RedactedDecisionLetters/UCM113805.pdf)

27 ¹⁰ <file:///C:/Users/User/Downloads/EPA-HQ-OPP-2011-0422-0002.pdf>

- 1 **l. Phenoxyethanol** is a synthetic substance and adjuvant. *See* 21 C.F.R. §172.515. ¹¹
- 2 **m. Decyl Glucoside** is a synthetic ingredient obtained by the condensation of decyl
- 3 alcohol and glucose. ¹²
- 4 **n. Coco Glucoside** is a synthetic ingredient obtained by the condensation of glucose
- 5 and coconut alcohol. ¹³
- 6 **o. Tocopherol (Acetate)** is a synthetic, inert ingredient used pre and post-harvest as an
- 7 ingredient in pesticide formulations applied to growing crops or to raw agricultural
- 8 commodities after harvest. *See* 40 C.F.R. §180.910.
- 9 **p. Titanium Dioxide** is a color additive that is synthetically prepared TiO₂, free from
- 10 admixture with other substances. ¹⁴
- 11 **q. Citric Acid** is (2-hydroxy-propane-1, 2,3-tricarboxylic acid) is a synthetic
- 12 substance. While the chemical’s name has the word “citric” in it, citric acid is no
- 13 longer extracted from the citrus fruit but industrially manufactured by fermenting
- 14 certain genetically mutant strains of the black mold fungus, *Aspergillus niger*. A
- 15 technical evaluation report for the substance citric acid compiled by the United
- 16 States Department of Agriculture, Agricultural Marketing Service (“USDA AMS”)
- 17 for the National Organic Program classified citric acid as “Synthetic Allowed”. *See*
- 18 Page 4, *available*

19 at <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5067876>. As one

20 of the USDA AMS reviewers commented,

21 ¹¹ The Federal Trade Commission, recognizing that many of these same ingredients are unquestionably synthetic, has

22 filed complaints against companies that have used these ingredients in products promoted as natural. **Attachment A**

23 ¹² [http://www.newdirections.com.au/articles/images/Decyl-Glucoside-and-Other-Alkyl-Glucosides-as-Used-in-](http://www.newdirections.com.au/articles/images/Decyl-Glucoside-and-Other-Alkyl-Glucosides-as-Used-in-Cosmetics.pdf)

24 Cosmetics.pdf

25 ¹³ [http://www.newdirections.com.au/articles/images/Decyl-Glucoside-and-Other-Alkyl-Glucosides-as-Used-in-](http://www.newdirections.com.au/articles/images/Decyl-Glucoside-and-Other-Alkyl-Glucosides-as-Used-in-Cosmetics.pdf)

26 Cosmetics.pdf

27 ¹⁴ <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/cfrsearch.cfm?fr=73.575>

1 “[Citric acid] is a natural[ly] occurring substance that commercially goes
2 through numerous chemical processes to get to [its] final usable form. This
3 processing would suggest that it be classified as synthetic.” *Id.* at 3.

4 The report further explains, under the “How Made” question, that citric acid is made –

5 “Traditionally by extraction from citrus juice, no longer commercially
6 available. It is now extracted by fermentation of a carbohydrate substrate
7 (often molasses) by citric acid bacteria, *Aspergillus niger* (a mold) or
8 *Candida guilliermondii* (a yeast). Citric acid is recovered from the
9 fermentation broth by a lime and sulfuric acid process in which the citric
10 acid is first precipitated as a calcium salt and then reacidulated with
11 sulfuric acid.” *Id.* at 4.

- 12 **r. Ethylhexylglycerin** is a synthetic derived from vegetable glycerin. (See below).
- 13 **s. Glycerin (Vegetable)** is a factory-produced texturizer that is created by complex
14 processing. It is recognized by federal regulations as synthetic. *See* 7 C.F.R. §
15 205.605(b). It is commonly used as a filler and thickening agent. It requires
16 multiple processing steps in an industrial environment to create Glycerin.
17 Therefore, it cannot be described as “natural.” A technical evaluation report
18 compiled by the USDA AMS Agricultural Analytics Division for the USDA
19 National Organic Program explains that Glycerin is “produced by a hydrolysis of
20 fats and oils” and is listed in the USDA Organic Program’s National List as a
21 “synthetic nonagricultural (nonorganic) substance.” The same report lists several
22 methods of producing Glycerin, each of which involve numerous steps that include
23 the use of high temperatures and pressure and purification to get an end product.
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1	Table 2 Processes for producing glycerin by hydrolysis of fats and oils ¹⁵	
2 3 4 5 6 7 8 9	Lemmens Fryer's Process	Oil or fat is subjected in an autoclave to the conjoint action of heat and pressure (about 100 PSI) in the presence of an emulsifying and accelerating agent, e.g. zinc oxide or hydroxide (sodium hydroxide can be substituted) for about eight hours. The strong solution of glycerin formed is withdrawn and replaced by a quantity of hot, clean and preferably distilled water equal to about one third to one fourth of the weight of the original charge of oil or fat and treatment continued for an additional four hours. The dilute glycerin obtained from the latter part of the process is drawn off and used for the initial treatment of the further charge of oil or fat.
10 11 12 13 14 15	Budde and Robertson's Process	The oils or fats are heated and mechanically agitated with water and sulphuric acid gas, under pressure in a closed vessel or autoclave. The advantage claimed for the process are that the contents of the vessel are free from foreign matter introduced by reagents and need no purification; that the liberated glycerin is in the form of a pure and concentrated solution; that no permanent emulsion is formed and that the fatty acids are not discolored.
16 17 18 19	Ittner's Process	Coconut oil is kept in an autoclave in the presence of water at 70 atmospheres pressure and 225-245oC temperature and split into fatty acids and glycerin, both being soluble under these conditions in water. The glycerin solution separates in the bottom of the autoclave. The aqueous solution contains at the end of the splitting process more than 30 percent glycerin.
20 21 22 23 24 25 26	Continuous High Pressure Hydrolysis	In this process a constant flow of fat is maintained flowing upward through an autoclave column tower against a downward counterflow of water at a pressure of 600 PSI maintained at temperature of 480-495oF. Under these conditions, the fat is almost completely miscible in water and the hydrolysis take place in a very short time. The liberated fatty acids, washed free of glycerin by the downward percolating water, leave the top of the column and pass through a flash tank while the liberated glycerin dissolves in

27 ¹⁵ <https://www.ams.usda.gov/sites/default/files/media/Glycerin%20Petition%20to%20remove%20TR%202013.pdf>

	the downward flow of water and is discharged from the bottom of the tower into the sweet-water storage tank.
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9. Whether Defendant’s labeling of the Products as “Natural” is deceptive is judged by whether it would deceive or mislead a reasonable person. To assist in ascertaining what a reasonable consumer believes the term natural means, one can look to the regulatory agencies for their guidance.

10. Congress has defined "synthetic" to mean a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plants, animals, or mineral sources 7 U.S.C. § 6502 (2.1).

11. Surveys and other market research, including expert testimony Plaintiff intends to introduce, will demonstrate that the term “natural” is misleading to a reasonable consumer because the reasonable consumer believes that the term “natural,” when used to describe goods such as the Products, means that the goods are free of synthetic ingredients. By way of example, according to a consumer survey, “[e]ighty-six percent of consumers expect a ‘natural’ label to mean processed foods do not contain any artificial ingredients.”¹⁶

12. Additionally, Webster’s New World Dictionary defines natural as “produced or existing in nature, not artificial or manufactured.”¹⁷

13. A reasonable consumer’s understanding of the term “Natural” comports with that of federal regulators and common meaning. That is, the reasonable consumer understands the

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¹⁶ Urvashi Rangan, Comments of Consumers Union on Proposed Guides for Use of Environmental Marketing Claims, 16 C.F.R. Part 260, Notice of the Federal Trade Commission (2010), *available at* www.ftc.gov/sites/default/files/documents/public_comments/guides-use-environmental-marketing-claims-project-no.p954501-00289%C2%A0/00289-57072.pdf (also accessible as Comment 58 at <http://www.ftc.gov/policy/public-comments/initiative-353>).

¹⁷ <http://www.yourdictionary.com/natural#websters>.

1 representation that a product is “Natural” to mean that it does not contain any synthetic or artificial
2 ingredients.

3 14. Consumers lack the meaningful ability to test or independently ascertain or verify
4 whether a product is natural, especially at the point of sale. Consumers would not know the true
5 nature of the ingredients merely by reading the ingredients label.

6 15. Discovering that the ingredients are not natural and are actually synthetic requires a
7 scientific investigation and knowledge of chemistry beyond that of the average consumer. That is
8 why, even though the ingredients listed above are identified on the back of the Products’ packaging
9 in the ingredients listed, the reasonable consumer would not understand – nor are they expected to
10 understand - that these ingredients are synthetic.

11 16. Moreover, the reasonable consumer is not expected or required to scour the
12 ingredients list on the back of the Products in order to confirm or debunk Defendant’s prominent
13 front-of-the-product claims, representations, and warranties that the Products are “Natural”.

14 17. In April 2016, the Federal Trade Commission (“FTC”) filed a complaint against a
15 cosmetics manufacturer for representing that its products were “natural” when they contained
16 ethylhexylglycerin. The company agreed to cease marketing the products in question as being
17 “natural.”¹⁸

18 18. Plaintiff and members of the classes described below paid a premium for
19 Defendant’s Products over comparable products that did not purport to be natural products.
20 Contrary to representations on the Products’ labeling, instead of receiving natural products,
21 consumers receive products with unnatural and/or synthetic ingredients.
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27 ¹⁸ <https://www.ftc.gov/news-events/press-releases/2016/04/four-companies-agree-stop-falsely-promoting-their-personal-care> (last visited March 21, 2017).

1 19. Defendant’s representation that the Products are “natural” is unfair, unlawful, and
 2 fraudulent conduct, is likely to deceive members of the public, and continues to this day. As such,
 3 Defendant’s practices violate California’s Consumer Legal Remedies Act, Cal. Civ. Code § 1750 *et*
 4 *seq.* (“CLRA”), California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*
 5 (“UCL”), and California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*
 6 (“FAL”). Plaintiff also brings claims for fraud, unjust enrichment and breach of express warranty.
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8 **JURISDICTION AND VENUE**

9 20. This Court has personal jurisdiction over Defendant. Defendant purposefully avails
 10 itself of the California consumer market and distributes the Products to hundreds of locations
 11 within this County and thousands of retail locations throughout California, where the Products are
 12 purchased by thousands of consumers every day.

13 21. This Court has original subject-matter jurisdiction over this proposed class action
 14 pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act
 15 (“CAFA”), explicitly provides for the original jurisdiction of the federal courts in any class action
 16 in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class
 17 is a citizen of a State different from any defendant, and the matter in controversy exceeds the sum
 18 of \$5,000,000.00, exclusive of interest and costs. Plaintiff alleges that the total claims of individual
 19 members of the proposed Class (as defined herein) are well in excess of \$5,000,000.00 in the
 20 aggregate, exclusive of interest and costs.

21 22. Venue is proper in this District under 28 U.S.C. § 1391(a). Plaintiff’s purchases of
 22 Defendant’s Products, substantial acts in furtherance of the alleged improper conduct, including the
 23 dissemination of false and misleading information regarding the nature, quality, and/or ingredients
 24 of the Products, occurred within this District and the Defendant conducts business in this District.

25 **PARTIES**

26 23. Plaintiff Jennifer Meyers (“Meyers”) is a citizen of California, residing in Carlsbad,
 27 California. In the last several years, Ms. Meyers made several purchases of Defendant’s Products
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1 from various stores in and near San Diego County, California. Prior to purchasing DERMA·E[®]
2 Products, Ms. Meyers saw and read the front of the product packaging, and relied on the
3 representation and warranty that the product would “natural.” Prior to purchasing, Ms. Meyers
4 also saw, read and relied on the representation and warranty that the product was “Natural.” Ms.
5 Meyers understood these representations to mean that DERMA·E[®] Products did not contain
6 synthetic chemicals. Ms. Meyers purchased DERMA·E[®] Products at a substantial price premium,
7 and would not have bought the product had she known that the labeling she relied on was false,
8 misleading, deceptive and unfair. Ms. Meyers would purchase the Products again in the future if
9 Defendant changed the composition of the Products so that they conformed to their “natural”
10 labeling and marketing.

11 24. Defendant Stearn’s Products, Inc. is a California Corporation that has its principal
12 place of business at 1180 Patricia Avenue, Suite 200, California 93065.

13 25. Defendant produces, markets and distributes various consumer skin care products in
14 retail stores across the United States. Defendant knew that the labeling of the Products is false and
15 misleading to a reasonable consumer, because the Products contain phenoxyethanol and
16 ethylhexylglycerin and other synthetic ingredients, which are inconsistent with the Product
17 labeling.

18 **FACTS COMMON TO ALL CAUSES OF ACTION**

19 26. Consumers have become increasingly concerned about the effects of synthetics and
20 chemical ingredients in cosmetic products. As a result, consumers are willing to pay, and have
21 paid, a premium for products labeled “natural” over ordinary products that contain synthetic
22 ingredients.

23 27. The FTC has warned marketers that the use of the term “natural” may be deceptive:
24 Marketers that are using terms such as natural must ensure that they
25 can substantiate whatever claims they are conveying to reasonable
26 consumers. If reasonable consumers could interpret a natural claim
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1 as representing that a product contains no artificial ingredients, then
2 the marketer must be able to substantiate that fact.¹⁹

3 28. Likewise, the Food and Drug Administration (“FDA”) warns that any “natural”
4 labeling on cosmetic products must be “truthful and not misleading.”²⁰

5 29. The DERMA·E® brand is manufactured and marketed by Defendant and sold in
6 drug, grocery, and retail stores nationwide. On its website, Defendant underscores the fact that
7 “[o]ne of our goals as an all-natural skin care company is to use only the best ingredients in our
8 products.”

9 30. DERMA·E® brand products that are the subject of this lawsuit include: Natural
10 Mineral Sunscreen Broad Spectrum SPF 30 Body; Natural Mineral Sunscreen Broad Spectrum SPF
11 Oil Face Free; Itch Relief Lotion; Vitamin E Intense Therapy Hand Crème; Stretch Mark Crème;
12 Vitamin E Intense Therapy Body Lotion Lavender-Neroli; Psorzema® Body Wash; Psorzema®
13 Crème; Intense Therapy Foot Crème; Vitamin E 12,000 IV Crème; Vitamin E Intense Therapy
14 Body Lotion Fragrance-Free; Soothing Cleanser with Pycnogenol®; Soothing Eye Gel with
15 Pycnogenol®; Soothing Moisturizing Crème; Soothing Oil-Free Moisturizer; Derma E Baby
16 Natural Mineral Sunscreen; Very Clear Moisturizer; CoQ10 Super Repair Crème; Skinbiotics
17 Treatment Crème; Tea Tree and E Face and Body Wash; CoQ10 Super Repair Eye Crème; Very
18 clear acne spot treatment; Make Up Remover; Firming DMAE Cleanser; Very Clear Acne Scrub;
19 Vitamin E Intense Therapy Body Lotion Fragrance Free; Anti-Wrinkle Vitamin A Palmitate
20 Crème; Anti-Wrinkle Vitamin A Glycolic Cleanser; Tea Tree and Antiseptic Crème; Hydrating
21 Eye Crème; Microdermabrasion Scrub with Sea Salt; Purifying Gel Cleanser; Soothing Toner;
22 Deep Wrinkle Peptide Eye Crème; Clear Vein Crème; Overnight Peel; Hydrating Night Crème
23 (collectively, “Products”).

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26 ¹⁹ 75 Fed. Reg. 63552, 63586 (Oct. 15, 2010).

27 ²⁰ FDA, Small Business & Homemade Cosmetics: Fact Sheet, *available at*
28 <http://www.fda.gov/Cosmetics/ResourcesForYou/Industry/ucm388736.htm#7>.

1 31. The front label of every one of the DERMA·E® Products state prominently in
2 lettering the words “Natural” in addition to the language, “100% Vegan”, “Cruelty-Free”,
3 “Paraben-Free.”

4 32. All of the DERMA·E® brand Products are labeled with the phrase “Natural.”

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6 a) Natural Mineral Sunscreen Broad Spectrum SPF 30 Body:



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b) Vitamin E Intense Therapy Hand Crème



c) Psorzema[®] Body Wash:



1 a. whether Defendant misrepresented material facts concerning the
2 Products on the label of every product;

3 b. whether Defendant's conduct was unfair and/or deceptive;

4 c. whether Defendant has been unjustly enriched as a result of the
5 unlawful, fraudulent, and unfair conduct alleged in this Complaint such that it
6 would be inequitable for Defendant to retain the benefits conferred upon them
7 by Plaintiff and the classes;

8 d. whether Defendant breached express warranties to Plaintiff and the
9 classes;

10 e. whether Plaintiff and the classes have sustained damages with
11 respect to the common-law claims asserted, and if so, the proper measure of their
12 damages.

13 41. Plaintiff's claims are typical of those of other class members because Plaintiff, like
14 all members of the classes, purchased Defendant's Products bearing the natural representations and
15 Plaintiff sustained damages from Defendant's wrongful conduct.

16 42. Plaintiff will fairly and adequately protect the interests of the classes and have
17 retained counsel that is experienced in litigating complex class actions. Plaintiff has no interests
18 which conflict with those of the classes.

19 43. A class action is superior to other available methods for the fair and efficient
20 adjudication of this controversy.

21 44. The prerequisites to maintaining a class action for equitable relief are met as
22 Defendant has acted or refused to act on grounds generally applicable to the classes, thereby
23 making appropriate equitable relief with respect to the classes as a whole.

24 45. The prosecution of separate actions by members of the classes would create a risk of
25 establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For
26 example, one court might enjoin Defendant from performing the challenged acts, whereas another
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1 might not. Additionally, individual actions could be dispositive of the interests of the classes even
2 where certain Class members are not parties to such actions.

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4 **COUNT I**
5 **Violation Of California’s Consumers Legal Remedies Act (“CLRA”),**
6 **California Civil Code §§ 1750, *et seq.***

7 46. Plaintiff hereby incorporates by reference the allegations contained in all preceding
8 paragraphs of this complaint.

9 47. Plaintiff Meyers brings this claim individually and on behalf of the members of the
10 proposed California Subclass against Defendant.

11 48. This cause of action is brought pursuant to California’s Consumers Legal Remedies
12 Act, Cal. Civ. Code §§ I750-I785 (the “CLRA”).

13 49. Plaintiff Meyers and the other members of the California Subclass are “consumers,”
14 as the term is defined by California Civil Code § 1761(d), because they bought the Products for
15 personal, family, or household purposes.

16 50. Plaintiff Meyers, the other members of the California Subclass, and Defendant have
17 engaged in “transactions,” as that term is defined by California Civil Code § 1761(e).

18 51. The conduct alleged in this Complaint constitutes unfair methods of competition
19 and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
20 undertaken by Defendant in transactions intended to result in, and which did result in, the sale of
21 goods to consumers.

22 52. As alleged more fully above, Defendant has violated the CLRA by falsely
23 representing to Plaintiff Meyers and the other members of the California Subclass that the Products
24 are “natural” when in fact they are made with synthetic ingredients.

25 53. As a result of engaging in such conduct, Defendant has violated California Civil
26 Code § 1770(a)(5), (a)(7) and (a)(9).

27 54. On May 30, 2017 (and an amended notice on October 27, 2017), Plaintiff Meyers
28 mailed a notice letter to Defendant consistent with California Civil Code § 1782(a), and Defendant

1 received the initial notice letter on June 13, 2017. The letter was sent on behalf of Meyers and all
2 other persons similarly situated.

3 55. Accordingly, pursuant to California Civil Code § 1780(a)(3), Plaintiff Meyers, on
4 behalf of themselves and all other members of the California Subclass, seeks injunctive relief,
5 compensatory damages, punitive damages, and restitution of any ill-gotten gains due to
6 Defendant's acts and practices.

7 **COUNT II**

8 **Violation Of California's Unfair Competition Law ("UCL"),**
9 **California Business & Professions Code §§ 17200, *et seq.***

10 56. Plaintiff hereby incorporates by reference the allegations contained in all preceding
11 paragraphs of this complaint.

12 57. Plaintiff Meyers brings this claim individually and on behalf of the members of the
13 proposed California Subclass against Defendant.

14 58. Defendant is subject to California's Unfair Competition Law, Cal. Bus. & Prof.
15 Code §§ 17200, *et seq.* The UCL provides, in pertinent part: "Unfair competition shall mean and
16 include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
17 misleading advertising"

18 59. Defendant violated the "unlawful" prong of the UCL by violating the CLRA and the
19 FAL, as alleged herein.

20 60. Defendant's misrepresentations and other conduct, described herein, violated the
21 "unfair" prong of the UCL in that their conduct is substantially injurious to consumers, offends
22 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the
23 conduct outweighs any alleged benefits.

24 61. Defendant violated the "fraudulent" prong of the UCL by misrepresenting that the
25 Products are "natural" when, in fact, they are made with synthetic ingredients.

26 62. Plaintiff Meyers and the California Subclass lost money or property as a result of
27 Defendant's UCL violations because: because: (a) they would not have purchased the Products on
28 the same terms if they knew that the Products were made with unnatural and synthetic ingredients

1 (b) they paid a substantial price premium compared to other skin care and hygiene products due to
2 Defendant’s misrepresentations; and (c) the Products do not have the characteristics, uses, or
3 benefits as promised.

4 **COUNT III**
5 **Violation Of California’s False Advertising Law (“FAL”),**
6 **California Business & Professions Code §§ 17500, *et seq.***

6 63. Plaintiff hereby incorporates by reference the allegations contained in all preceding
7 paragraphs of this complaint.

8 64. Plaintiff Meyers brings this claim individually and on behalf of the members of the
9 proposed California Subclass against Defendant.

10 65. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
11 makes it “unlawful for any person to make or disseminate or cause to be made or disseminated
12 before the public in this state, ... in any advertising device ... or in any other manner or means
13 whatever, including over the Internet, any statement, concerning ... personal property or services,
14 professional or otherwise, or performance or disposition thereof, which is untrue or misleading and
15 which is known, or which by the exercise of reasonable care should be known, to be untrue or
16 misleading.”

17 66. Defendant committed acts of false advertising, as defined by §§17500, *et seq.*, by
18 misrepresenting that the Products are “natural” when they are not.

19 67. Defendant knew or should have known through the exercise of reasonable care that
20 their representations about the Products were untrue and misleading.

21 68. Defendant’s actions in violation of §§ 17500, *et seq.* were false and misleading such
22 that the general public is and was likely to be deceived. Plaintiff Meyers and the California
23 Subclass lost money or property as a result of Defendant’s FAL violations because: (a) they would
24 not have purchased the Products on the same terms if they knew that the Products were made with
25 unnatural and synthetic ingredients; (b) they paid a substantial price premium compared to other
26 skin care and hygiene products due to Defendant’s misrepresentations; and (c) the Products do not
27 have the characteristics, uses, or benefits as promised.

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COUNT IV
Breach of Express Warranty

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

70. Plaintiff brings this claim individually and on behalf of the proposed Class, California Subclass against Defendant.

71. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller, expressly warranted that the Products are “natural.”

72. Defendant’s express warranties, and its affirmations of fact and promises made to Plaintiff and the Class regarding the Products, became part of the basis of the bargain between Defendant and Plaintiff and the Class, thereby creating an express warranty that the Products would conform to those affirmations of fact, representations, promises, and descriptions.

73. The Products do not conform to the express warranty because they contain ingredients that are unnatural and synthetic.

74. As a direct and proximate cause of Defendant’s breach of express warranty, Plaintiff and Class members have been injured and harmed because: (a) they would not have purchased the Products on the same terms if they knew the truth about the Products’ unnatural ingredients; (b) they paid a substantial price premium based on Defendant’s express warranties; and (c) the Products do not have the characteristics, uses, or benefits as promised.

75. On May 30, 2017, Plaintiff Meyers mailed a notice letter to Defendant consistent with Cal. Com. Code § 2607(3)(a) and U.C.C. 2-607(3)(A), and Defendant received the letter on June 16, 2017. The letter was sent on behalf of Meyers and all other persons similarly situated.

COUNT V
Unjust Enrichment

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

77. Plaintiff brings this claim individually and on behalf of the proposed Class, California Subclass against Defendant.

1 78. Plaintiff and class members conferred benefits on Defendant by purchasing the
2 Products.

3 79. Defendant has been unjustly enriched in retaining the revenues derived from
4 Plaintiff and class members' purchases of the Products. Retention of those monies under these
5 circumstances is unjust and inequitable because of Defendant's misrepresentations about the
6 Products, which caused injuries to Plaintiff and members of the classes because they would not
7 have purchased the Products if the true facts had been known.

8 80. Because Defendant's retention of the non-gratuitous benefits conferred on it by
9 Plaintiff and Class members is unjust and inequitable, Defendant must pay restitution to Plaintiff
10 and Class members for their unjust enrichment, as ordered by the Court.

11 **COUNT VI**
12 **Fraud**

13 81. Plaintiff hereby incorporates by reference the allegations contained in all preceding
14 paragraphs of this complaint.

15 82. Plaintiff brings this claim individually and on behalf of the proposed Class,
16 California Subclass against Defendant.

17 83. As discussed above, Defendant provided Plaintiff and Class members with false or
18 misleading material information about the Products by representing that they are "natural."
19 Defendant made that misrepresentation knowing it was false.

20 84. Defendant's misrepresentations, upon which Plaintiff and class members reasonably
21 and justifiably relied, were intended to induce and actually induced Plaintiff and class members to
22 purchase the Products.

23 85. Defendant's fraudulent actions harmed Plaintiff and class members, who are entitled
24 to damages and other legal and equitable relief as a result.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff demand judgment on behalf of themselves and members of the
27 Class, California Subclass as follows:

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- A. For an order certifying the nationwide Class and California Subclass under Rule 23 of the Federal Rules of Civil Procedure; naming Plaintiff as Class and Subclass representatives; and naming Plaintiff’ attorneys as Class Counsel representing the Class and Subclass members;
- B. For an order finding in favor of Plaintiff, the nationwide Class and the California Subclass on all counts asserted herein;
- C. For an order awarding statutory, compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;
- D. For injunctive relief enjoining the illegal acts detailed herein;
- E. For prejudgment interest on all amounts awarded;
- F. For an order of restitution and all other forms of equitable monetary relief;
- G. For an order awarding Plaintiff her reasonable attorneys’ fees and expenses and costs of suit.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Dated: March 16, 2018

NATHAN & ASSOCIATES, APC

By: /s/ Reuben D. Nathan
Reuben D. Nathan

Reuben D. Nathan
(State Bar No. 208436)
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Facsimile: (619)330-1819
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THE SULTZER LAW GROUP P.C.
Jason P. Sultzer, Esq. (*pro hac vice*)
Joseph Lipari, Esq. (*pro hac vice*)
Adam Gonnelli, Esq. (*pro hac vice*)
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Poughkeepsie, NY 12601
Tel: (845) 483-7100
sultzerj@thesultzerlawgroup.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.)

<p>I. (a) PLAINTIFFS JENNIFER MEYERS</p> <p>(b) County of Residence of First Listed Plaintiff <u>San Diego</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Reuben D. Nathan, Esq. SBN#208436 Nathan & Associates, APC 600 W. Broadway, Suite 700, San Diego, CA 92101</p>	<p>DEFENDANTS STEARNS PRODUCTS, INC.</p> <p>County of Residence of First Listed Defendant <u>Los Angeles</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i> Angela Diesch SBN#256253 Diesch Forres, LLP 6542 Lonetree Blvd., Rocklin, CA 95765</p> <p style="text-align: right; font-weight: bold; font-size: 1.2em;">'18CV0557 DMS NLS</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff, and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>
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Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: [Nature of Suit Code Descriptions.](#)

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	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <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	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
		<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p>SOCIAL SECURITY</p> <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))	<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 checked="" 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
			<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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):*
Consumer Legal Remedies Act, CA Business and Professions Code 17200, 17500, et seq, etc.

Brief description of cause:

VII. REQUESTED IN COMPLAINT:
 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 5,000,001
CHECK YES only if demanded in complaint:
JURY DEMAND:
 Yes
 No

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

DATE 3/15/2018
SIGNATURE OF ATTORNEY OF RECORD
/s/Reuben D. Nathan

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 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 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. 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 Rule 8(a), F.R.Cv.P., 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.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 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.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 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 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN 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 Rule 23, F.R.Cv.P. 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 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Derma E 'Natural' Skincare Products Made with Synthetic Ingredients](#)
