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14 Burt's Bees, Inc.

15  
16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18

19 PERRY BRUNO, individually and on  
20 behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 BURT'S BEES, INC.,

24 Defendant,  
25

Case No:

**NOTICE OF REMOVAL**

[Los Angeles Superior Court Case No.  
22STCV07599]

1 TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that Defendant Burt’s Bees, Inc. (“Defendant” or “Burt’s  
3 Bees”) hereby effects the removal of this action from the Superior Court of California,  
4 County of Los Angeles to the United States District Court for the Central District of  
5 California, Western Division.

6 Removal is proper under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C.  
7 § 1332(d), because this case is a class action in which the putative class exceeds 100  
8 members, at least one plaintiff is diverse from at least one defendant, and the amount in  
9 controversy exceeds \$5 million. Venue is proper in this Court because it is the “district and  
10 division embracing the place where [the] action is pending.” 28 U.S.C. § 1441(a); *see also*  
11 28 U.S.C. § 84(c)(2) (providing that the Los Angeles County is part of the Western Division  
12 of the Central District of California).

13 **FACTUAL BACKGROUND AND STATE COURT PROCEEDINGS**

14 1. Plaintiff filed this lawsuit in Los Angeles Superior Court on March 2, 2022.  
15 *See* Ex. A (State Court Complaint and Summons). Plaintiff effected service on Burt’s Bees  
16 on March 8, 2022. *See* Ex. B (Proof of Service)

17 2. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the state court case  
18 file is attached to this Notice of Removal and is incorporated by reference herein. The file  
19 includes all process, pleadings, and orders filed in this case, including the Summons and  
20 Complaint (Ex. A) and all other documents filed in the state court (Ex. C).

21 3. Plaintiff alleges that Burt’s Bees labels its lip balms, lipsticks, and other  
22 cosmetic products “with false and misleading claims that they are 100% natural,” even  
23 though they allegedly “contain synthetic ingredients.” Compl. ¶ 1. In particular, he alleges  
24 that 47 Burt’s Bees lip care products are mislabeled as “100% natural” because they contain  
25 “hydrogenated oils,” including hydrogenated castor oil, hydrogenated apricot kernel oil,  
26  
27  
28

1 hydrogenated vegetable oil, and hydrogenated coco-glycerides.<sup>1</sup> *Id.* ¶¶ 9–10. Based on that  
 2 theory of deception, Plaintiff alleges causes of action against Burt’s Bees for violations of  
 3 the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”) and the False  
 4 Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.* (“FAL”).

5 4. Plaintiff seeks actual damages, statutory damages, punitive damages,  
 6 restitution, a “corrective advertising” campaign, and attorney’s fees. *See* Compl. ¶ 82  
 7 (Prayer for Relief). He seeks these remedies on behalf of a nationwide class of consumers  
 8 who purchased the Burt’s Bees products at issue since March 2, 2018, as well as a subclass  
 9 of California consumers who purchased those products during that period. *Id.* ¶¶ 32–33.

10  
 11 <sup>1</sup> The specific products at issue include: (1) Overnight Intensive Lip Treatment; (2) Lip  
 12 Butter Vanilla and Clove; (3) Lip Butter Lavender and Honey; (4) Lip Butter Rosemary and  
 13 Lemon; (5) Lip Butter Orange Blossom and Pistachio; (6) 100% Natural Moisturizing Lip  
 14 Shine Pucker; (7) 100% Natural Moisturizing Lip Shine Whisper; (8) 100% Natural  
 15 Moisturizing Lip Shine Spontaneity; (9) 100% Natural Moisturizing Lip Shine Peachy; (10)  
 16 100% Natural Moisturizing Lip Shine Blush; (11) 100% Natural Moisturizing Lip Shine  
 17 Smooch; (12) 100% Natural Moisturizing Liquid Lipstick Tidal Taupe; (13) 100% Natural  
 18 Moisturizing Liquid Lipstick Rushing Rose; (14) 100% Natural Moisturizing Liquid  
 19 Lipstick Drenched Dahlia; (15) 100% Natural Moisturizing Liquid Lipstick Blush Brook;  
 20 (16) 100% Natural Moisturizing Liquid Lipstick Coral Cove; (17) 100% Natural  
 21 Moisturizing Liquid Lipstick Flushed Petal; (18) 100% Natural Moisturizing Liquid  
 22 Lipstick Garnet Glacier; (19) 100% Natural Moisturizing Liquid Lipstick Lavender Lake;  
 23 (20) 100% Natural Moisturizing Liquid Lipstick Mauve Meadow; (21) 100% Natural  
 24 Moisturizing Liquid Lipstick Niagara Nude; (22) 100% Natural Moisturizing Liquid  
 25 Lipstick Sandy Seas; (23) 100% Natural Moisturizing Liquid Lipstick Wine Waters; (24)  
 26 Moisturizing Lipstick Fuchsia Flood; (25) Moisturizing Lipstick Tulip Tide; (26)  
 27 Moisturizing Lipstick Iced Iris; (27) Moisturizing Lipstick Magenta Rush; (28)  
 28 Moisturizing Lipstick Sunset Cruise; (29) Moisturizing Lipstick Nile Nude; (30)  
 Moisturizing Lipstick Blush Basin; (31) Moisturizing Lipstick Suede Splash; (32)  
 Moisturizing Lipstick Scarlet Soaked; (33) Moisturizing Lipstick Ruby Ripple; (34)  
 Moisturizing Lipstick Russet River; (35) Moisturizing Lipstick Lilly Lake; (36)  
 Moisturizing Lipstick Brimming Berry; (37) Moisturizing Lipstick Juniper Water; (38)  
 Moisturizing Lipstick Crimson Coast; (39) Moisturizing Lipstick Orchid Ocean; (40)  
 Moisturizing Lipstick Wine Wave; (41) Moisturizing Lipstick Doused Rose; (42) Lip  
 Crayon Sedona Sands; (43) Lip Crayon Redwood Forest; (44) Lip Crayon Niagara  
 Overlook; (45) Lip Crayon Carolina Crayon; (46) Lip Crayon Hawaiian Smolder; and (47)  
 Lip Crayon Napa Vineyard. *See* Compl. ¶ 9.



1 9. Although Burt's Bees does not concede the truth of Plaintiff's allegations,  
2 those allegations establish that the putative class has over 100 members and satisfies  
3 CAFA's numerosity requirement. *See* 28 U.S.C. § 1332(d)(5)(B).

#### 4 **The Parties Are Minimally Diverse**

5 10. CAFA's minimal diversity standard is satisfied when "any member of a class  
6 of plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2)(A);  
7 *Bridewell-Sledge v. Blue Cross of California*, 798 F.3d 923, 928 (9th Cir. 2015) ("[U]nder  
8 CAFA, complete diversity is not required; 'minimal diversity' suffices.") (citation omitted).

9 11. Plaintiff resides in Los Angeles, California and is a citizen of California. *See*  
10 Compl. ¶ 5. He purports to represent a nationwide class of consumers. *See id.* ¶ 32.

11 12. Burt's Bees is incorporated in Delaware and maintains its principal place of  
12 business in Oakland, California.<sup>2</sup> *See* Ex. D (North Carolina Secretary of State website).  
13 Accordingly, it is a citizen of Delaware and California. *See* 28 U.S.C. § 1332(c)(1)  
14 (providing that a corporation is a "citizen of any State by which it has been incorporated  
15 and of the State where it has its principal place of business").

16 13. The minimal diversity requirement is satisfied here because at least one  
17 member of the putative nationwide class resides in a state other than California or Delaware.  
18 *See* 28 U.S.C. § 1332(d)(A) (extending jurisdiction to cases in which "any member of a  
19 class of plaintiffs is a citizen of a State different from any defendant"); *Rosas v. Carnegie*  
20 *Mortg., LLC*, No. 11-7692, 2012 WL 1865480, at \*5 (C.D. Cal. May, 21, 2012) ("Because  
21 the complaint alleges a 'nationwide class' . . . minimal diversity necessarily exists.").

22 14. Moreover, because the proposed nationwide class includes consumers from all  
23 fifty states and the District of Columbia, it is exceedingly unlikely that over a third of the  
24 proposed class members are citizens of California, as would be necessary for CAFA's "local  
25 controversy" exception to apply. *See* 28 U.S.C. § 1332(d)(3). It is even more unlikely that

26 \_\_\_\_\_  
27 <sup>2</sup> Plaintiff alleges that Burt's Bees maintains its principal place of business in Durham,  
28 North Carolina. *See* Compl. ¶ 6. Although Burt's Bees was previously headquartered in  
Durham, the North Carolina Secretary of State's website reflects that its "principal office"  
is in Oakland, California. *See* Ex. D.

1 over two thirds of the proposed class members are citizens of California, as would be  
2 necessary for CAFA’s “home state” exception to apply. *See id.* § 1332(d)(4). Indeed, there  
3 are no factual allegations in Plaintiff’s complaint suggesting any basis for Plaintiff to meet  
4 his burden of establishing that the “local controversy” or “home state” exceptions apply  
5 here. *See generally Mondragon v. Capital One Auto Fin.*, 736 F.3d 880, 883 (9th Cir. 2013)  
6 (noting that the “burden of proof for establishing the applicability of an exception to CAFA  
7 jurisdiction rests on . . . the plaintiff”).

### 8 **There Is at Least \$5,000,000 in Controversy**

9 15. “In measuring the amount in controversy, a court must assume that the  
10 allegations of the complaint are true and that a jury will return a verdict for the plaintiff on  
11 all claims made in the complaint.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199,  
12 1205 (E.D. Cal. 2008). The court must then “add[] up the value of the claim of each person  
13 who falls within the definition of [the] proposed class.” *Std. Fire Ins. Co. v. Knowles*, 568  
14 U.S. 588, 592 (2013).

15 16. To satisfy the amount-in-controversy requirement, a defendant must establish  
16 only that “the potential damages *could* exceed the jurisdictional amount.” *Rea v. Michaels*  
17 *Stores Inc.*, 742 F.3d 1234, 1239 (9th Cir. 2014) (quoting *Lewis v. Verizon Commc’ns, Inc.*,  
18 627 F.3d 395, 397 (9th Cir. 2010)) (emphasis added). “The amount in controversy is not a  
19 prospective assessment of [a] defendant’s liability”; instead, “it is the amount at stake in the  
20 underlying litigation.” *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 417 (9th Cir.  
21 2018) (citations and internal quotation marks omitted). “To meet CAFA’s amount-in-  
22 controversy requirement, a defendant needs to plausibly show that it is *reasonably possible*  
23 that the potential liability exceeds \$5 million.” *Greene*, 965 F.3d at 772 (emphasis added).

24 17. In other words, “[t]he ultimate inquiry is what amount is put ‘in controversy’  
25 by the plaintiff’s complaint, not what a defendant will actually owe.” *Korn*, 536 F. Supp.  
26 2d at 1205; *see also, e.g., Greene*, 965 F.3d at 772 (“[T]he amount in controversy is the  
27 ‘amount *at stake* in the underlying litigation.’ ‘Amount at stake’ does not mean likely or  
28 probable liability; rather it refers to possible liability.”) (quoting *Gonzales v. CarMax Auto*



1 *Superstores, LLC*, 840 F.3d 644, 648 (9th Cir. 2016)); *Rippee v. Boston Mkt. Corp.*, 408 F.  
2 Supp. 2d 982, 986 (S.D. Cal. 2005) (“It’s not a question as to what you would owe. It’s a  
3 question as to what is in controversy.”) (citation omitted). For that reason, the Ninth Circuit  
4 has made clear that a court cannot “delve into the merits” or conduct “a fact-based analysis  
5 of the merits” in assessing the amount in controversy. *Greene*, 965 F.3d at 774.

6 18. Without conceding any merit to Plaintiff’s allegations, causes of action,  
7 claims for damages, restitution, attorneys’ fees, and injunctive relief, the amount placed in  
8 controversy by Plaintiff’s complaint satisfies CAFA’s jurisdictional threshold.

9 19. Plaintiff alleges that 47 separate Burt’s Bees products are mislabeled as  
10 “100% Natural” even though they contain hydrogenated oils, which Plaintiff characterizes  
11 as “synthetic ingredients.” Compl. ¶¶ 9–10. Based on that allegation, Plaintiff asserts  
12 claims on behalf of “[a]ll Persons within the United States who purchased the Products  
13 within four years prior to the filing of the Complaint through the date of class certification,”  
14 amounting to “thousands, if not millions of members.” *Id.* ¶¶ 32, 35. That allegation puts  
15 in controversy all sales of the Burt’s Bees products at issue in the United States since March  
16 2, 2018.

17 20. Burt’s Bees has access to nationwide retail scan data through Information  
18 Resources, Inc. (“IRI”), which reflects that nationwide retail sales of the 47 products at  
19 issue during the putative class period substantially exceed \$5 million. Because restitution  
20 of the money spent by consumers is available under the UCL and FAL, it is “reasonably  
21 possible” that Plaintiff’s allegations, taken as true solely for purposes of the instant analysis,  
22 place more than \$5 million in retail sales of Burt’s Bees products in controversy. *See*  
23 *Greene*, 965 F.3d at 772.

24 21. Plaintiff also seeks to recover attorneys’ fees. *See* Compl. ¶ 82(g). For  
25 purposes of assessing the amount in controversy, the Court is not limited to considering  
26 fees incurred at the time of removal; rather, “a court must include future attorneys’ fees  
27 recoverable by statute or contract when assessing whether the amount-in-controversy  
28 requirement is met.” *Fritsch v. Swift Transp. Co.*, 899 F.3d 785, 794 (9th Cir. 2018)

1 (holding that the amount in controversy includes fees potentially incurred after removal);  
2 *see Bayol v. Zipcar, Inc.*, No. 14-2483, 2015 WL 4931756, at \*7 (N.D. Cal. Aug. 18, 2015)  
3 (“The amount in controversy can include . . . attorneys’ fees[.]”).

4 22. Fee requests in consumer class actions, such as this case, are often significant.  
5 *See, e.g., Troy v. Aegis Senior Communities LLC*, No. 16-3991, 2021 WL 6129106, at \*4  
6 (N.D. Cal. Aug. 23, 2021) (awarding \$6,350,000 in fees and \$1,174,531.06 in costs in  
7 consumer class action); *In re EasySaver Rewards Litig.*, No. 09-2094, 2020 WL 2097616,  
8 at \*21 (S.D. Cal. May 1, 2020) (awarding \$3,417,904.13 in attorney’s fees in consumer  
9 class action); *Broomfield v. Craft Brew Alliance, Inc.*, No. 17-1027, 2020 WL 1972505, at  
10 \*30 (N.D. Cal. Feb. 5, 2020) (awarding \$2,263,779.69 in fees and \$329,973.59 in costs in  
11 consumer class action).

12 23. Additionally, Plaintiff seeks to require Burt’s Bees to engage in a “corrective  
13 advertising” campaign, which is a form of injunctive relief. Compl. ¶ 82(c).

14 24. “In actions seeking declaratory or injunctive relief, it is well established that  
15 the amount in controversy is measured by the value of the object of the litigation.” *Cohn v.*  
16 *Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir. 2002) (quoting *Hunt v. Wash. State Apple*  
17 *Advert. Comm’n*, 432 U.S. 333, 347 (1977)); *see also Rose v. J.P. Morgan Chase, N.A.*, No.  
18 12-225, 2012 WL 892282, at \*2–3 (E.D. Cal. Mar. 14, 2012) (denying motion to remand  
19 where value of injunctive relief sought exceeded the amount in controversy). The amount  
20 in controversy therefore includes “the cost [to Burt’s Bees] of complying with [Plaintiff’s]  
21 requested injunctive relief”—*i.e.*, a corrective advertising campaign. *Gen. Dentistry for*  
22 *Kids, LLC v. Kool Smiles, P.C.*, 379 F. App’x 634, 635 (9th Cir. 2010); *Fritsch*, 899 F.3d  
23 at 793 (noting that “the costs of complying with an injunction” are included in determining  
24 whether CAFA’s amount in controversy requirement is met).

25 25. These costs would be substantial. In fact, it is entirely possible that the cost of  
26 a corrective advertising campaign alone could come close to \$5 million. *See, e.g.,*  
27 *Fefferman v. Dr. Pepper Snapple Grp., Inc.*, No. 13-160, 2013 WL 12114486, at \*3 (S.D.  
28 Cal. Mar. 12, 2013) (noting that, “[i]n total, the corrective advertisement campaign would



1 cost Defendants approximately \$4,985,000”).

2 26. Therefore, when aggregated, Plaintiff’s request for compensatory damages,  
3 restitution, and attorneys’ fees, combined with the costs of Plaintiff’s requested “corrective  
4 advertising” campaign, readily exceed CAFA’s \$5 million threshold.

5 **REMOVAL IS TIMELY**

6 27. Under 28 U.S.C. § 1446(b), a notice of removal of a civil action must be filed  
7 within thirty days of service of the summons and complaint. Plaintiff effected service on  
8 Burt’s Bees’ registered agent for service of process on March 8, 2022. *See* Ex. B. Because  
9 this Notice of Removal is filed within 30 days of March 8, 2022, it is timely.

10 **OTHER REQUIREMENTS FOR REMOVAL ARE MET**

11 28. Venue is proper in this Court because Plaintiff filed his complaint in Los  
12 Angeles Superior Court, which is located in this District. *See* 28 U.S.C. § 1441(a) (“Except  
13 as otherwise expressly provided by Act of Congress, any civil action brought in a State  
14 court of which the district courts of the United States have original jurisdiction, may be  
15 removed by the defendant or the defendants, to the district court of the United States for the  
16 district and division embracing the place where such action is pending.”); 28 U.S.C. §  
17 84(c)(2) (providing that the Los Angeles County is part of the Western Division of the  
18 Central District of California).

19 29. No attorneys for Burt’s Bees have entered an appearance or filed any pleadings  
20 or other papers responding to the Complaint in the Superior Court.

21 30. Pursuant to 28 U.S.C. § 1446(d), Burt’s Bees will promptly give written notice  
22 of the filing of this Notice of Removal to Plaintiff and will promptly file a written notice,  
23 along with a copy of this Notice of Removal, with the Clerk of the Los Angeles Superior  
24 Court and serve it on all parties. *See* Ex. E (Notice to State Court).

25 **CONCLUSION**

26 WHEREFORE, Burt’s Bees gives notice of the removal of this action from the  
27 Superior Court of California, Los Angeles County to the United States District Court for  
28 the Central District of California, Western Division.



# **EXHIBIT A**

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Amy Hogue

Electronically FILED by Superior Court of California, County of Los Angeles on 03/02/2022 04:37 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Lozano, Deputy Clerk

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***Attorneys for Plaintiff***

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

PERRY BRUNO, individually, and on  
behalf of other members of the general  
public similarly situated,

Plaintiff,

vs.

BURT’S BEES, INC.

Defendant.

Case No. **22STCV07599**

**CLASS ACTION COMPLAINT**

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

**Jury Trial Demanded**

1 Plaintiff PERRY BRUNO (“Plaintiff”), individually and on behalf of all other members  
2 of the public similarly situated, allege as follows:

3  
4 **PRELIMINARY STATEMENTS**

5 1. This is an action for damages, injunctive relief, and any other available legal or  
6 equitable remedies, for violations of Unfair Competition Law (Cal. Business & Professions Code  
7 §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et*  
8 *seq.*, resulting from the illegal actions of Defendant, in intentionally labeling its products with false  
9 and misleading claims that they are 100% natural, when Defendant’s products contain synthetic  
10 ingredients. Plaintiff alleges as follows upon personal knowledge as to himself and his own acts  
11 and experiences, and, as to all other matters, upon information and belief, including investigation  
12 conducted by his attorneys.  
13

14 **JURISDICTION AND VENUE**

15 2. This class action is brought pursuant to California Code of Civil Procedure § 382.  
16 All causes of action in the instant complaint arise under California statutes.

17 3. This court has personal jurisdiction over Defendant, because Defendant does  
18 business within the State of California and County of Los Angeles.

19 4. Venue is proper in this Court because Defendant does business *inter alia* in the  
20 county of Los Angeles and a significant portion of the conduct giving rise to Plaintiff’s Claims  
21 happened here.  
22

23 **PARTIES**

24 5. Plaintiff is an individual and citizen of California, who was at all relevant times  
25 residing in Los Angeles, California.  
26  
27  
28





- 1 j. Burt's Bees 100% Natural Moisturizing Lip Shine Blush: Hydrogenated  
2 Apricot Kernel Oil;
- 3 k. Burt's Bees 100% Natural Moisturizing Lip Shine Smooch: Hydrogenated  
4 Apricot Kernel Oil;
- 5 l. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Tidal Taupe:  
6 hydrogenated apricot kernel oil;
- 7  
8 m. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Rushing Rose:  
9 hydrogenated apricot kernel oil;
- 10 n. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Drenched Dahila:  
11 hydrogenated apricot kernel oil;
- 12 o. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Blush Brook:  
13 hydrogenated apricot kernel oil;
- 14 p. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Coral Cove:  
15 hydrogenated apricot kernel oil;
- 16  
17 q. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Flushed Petal:  
18 hydrogenated apricot kernel oil;
- 19 r. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Garnet Glacier:  
20 hydrogenated apricot kernel oil;
- 21 s. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Lavender Lake:  
22 hydrogenated apricot kernel oil;
- 23  
24 t. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Mauve Meadow:  
25 hydrogenated apricot kernel oil;
- 26  
27  
28

- 1 u. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Niagara Nude:  
2 hydrogenated apricot kernel oil;
- 3 v. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Sandy Seas:  
4 hydrogenated apricot kernel oil;
- 5 w. Burt's Bees 100% Natural Moisturizing Liquid Lipstick Wine Waters:  
6 hydrogenated apricot kernel oil;
- 7  
8 x. Burt's Bees Moisturizing lipstick Fuchsia Flood: hydrogenated vegetable  
9 oil;
- 10 y. Burt's Bees Moisturizing lipstick Tulip Tide: hydrogenated vegetable oil;
- 11 z. Burt's Bees Moisturizing lipstick iced iris: hydrogenated coco-glycerides;
- 12 aa. Burt's Bees Moisturizing lipstick Magenta Rush: hydrogenated vegetable  
13 oil;
- 14 bb. Burt's Bees Moisturizing lipstick Sunset Cruise: hydrogenated vegetable  
15 oil, hydrogenated coco-glycerides;
- 16 cc. Burt's Bees Moisturizing lipstick Nile Nude: hydrogenated vegetable oil,  
17 hydrogenated coco-glycerides;
- 18 dd. Burt's Bees Moisturizing lipstick Blush Basin: hydrogenated vegetable oil,  
19 hydrogenated coco-glycerides;
- 20 ee. Burt's Bees Moisturizing lipstick Suede Splash: hydrogenated vegetable  
21 oil, hydrogenated coco-glycerides;
- 22  
23 ff. Burt's Bees Moisturizing lipstick Scarlet Soaked: hydrogenated vegetable  
24 oil, hydrogenated coco-glycerides;
- 25  
26  
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- 1 gg. Burt's Bees Moisturizing lipstick Ruby Ripple: hydrogenated vegetable oil,  
2 hydrogenated coco-glycerides;
- 3 hh. Burt's Bees Moisturizing lipstick Russet River: hydrogenated vegetable oil,  
4 hydrogenated coco-glycerides;
- 5 ii. Burt's Bees Moisturizing lipstick Lilly Lake: hydrogenated vegetable oil,  
6 hydrogenated coco-glycerides;
- 7  
8 jj. Burt's Bees Moisturizing lipstick Brimming Berry: hydrogenated vegetable  
9 oil, hydrogenated coco-glycerides;
- 10 kk. Burt's Bees Moisturizing lipstick Juniper Water: hydrogenated vegetable  
11 oil, hydrogenated coco-glycerides;
- 12 ll. Burt's Bees Moisturizing lipstick Crimson Coast: hydrogenated vegetable  
13 oil, hydrogenated coco-glycerides;
- 14 mm. Burt's Bees Moisturizing lipstick Orchid Ocean: hydrogenated  
15 vegetable oil, hydrogenated coco-glycerides;
- 16  
17 nn. Burt's Bees Moisturizing lipstick Wine Wave: hydrogenated vegetable oil,  
18 hydrogenated coco-glycerides;
- 19 oo. Burt's Bees Moisturizing lipstick Doused Rose: hydrogenated vegetable oil,  
20 hydrogenated coco-glycerides;
- 21 pp. Burt's Bees Lip Crayon Sedona Sands: hydrogenated vegetable oil;
- 22 qq. Burt's Bees Lip Crayon Redwood Forest: hydrogenated vegetable oil;
- 23 rr. Burt's Bees Lip Crayon Niagara Overlook: hydrogenated vegetable oil;
- 24 ss. Burt's Bees Lip Crayon Carolina Coast: hydrogenated vegetable oil;
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26 tt. Burt's Bees Lip Crayon Hawaiian Smolder: hydrogenated vegetable oil;
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uu. Burt’s Bees Lip Crayon Napa Vineyard: hydrogenated vegetable oil;

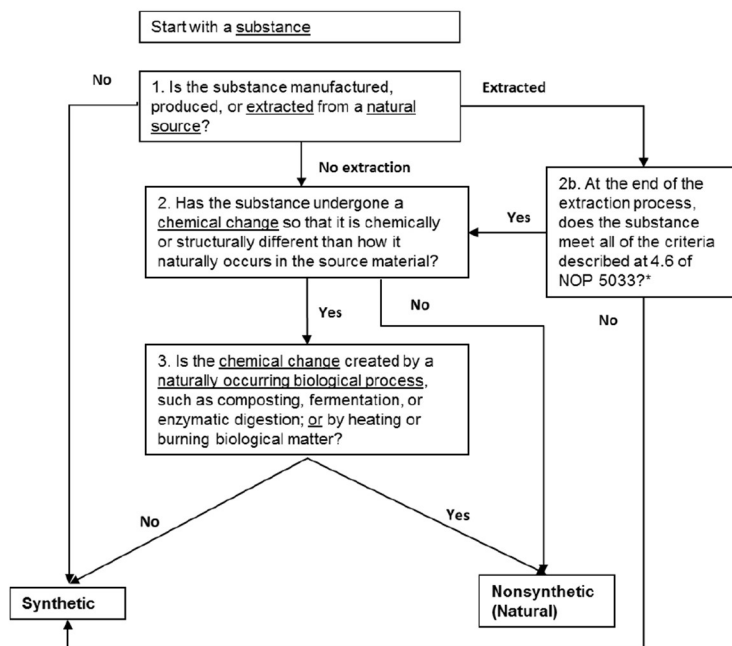
10. All of the Products listed in Paragraph No. 9 above are substantially similar because all of the Products are lip cosmetic products, all of the Products contain hydrogenated oils, all of the Products contain the same 100% natural labeling, all purchasers are damaged in the same way, and all of the Products 100% natural labeling is false for the same reason, namely that the Products contain synthetic ingredients.

11. During or about November, 2021, Plaintiff purchased an overnight intensive lip treatment product labeled, marketed, and sold as 100% natural, from a CVS pharmacy located at 4744 Lankershim Blvd., North Hollywood, California.

12. Congress defined the term “synthetic” as “a substances that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring [sources]...” 7 U.S.C. § 6502 (21).

13. In 2016, the United States Department of Agriculture released a guidance decision tree for classification of materials as synthetic or non-synthetic.

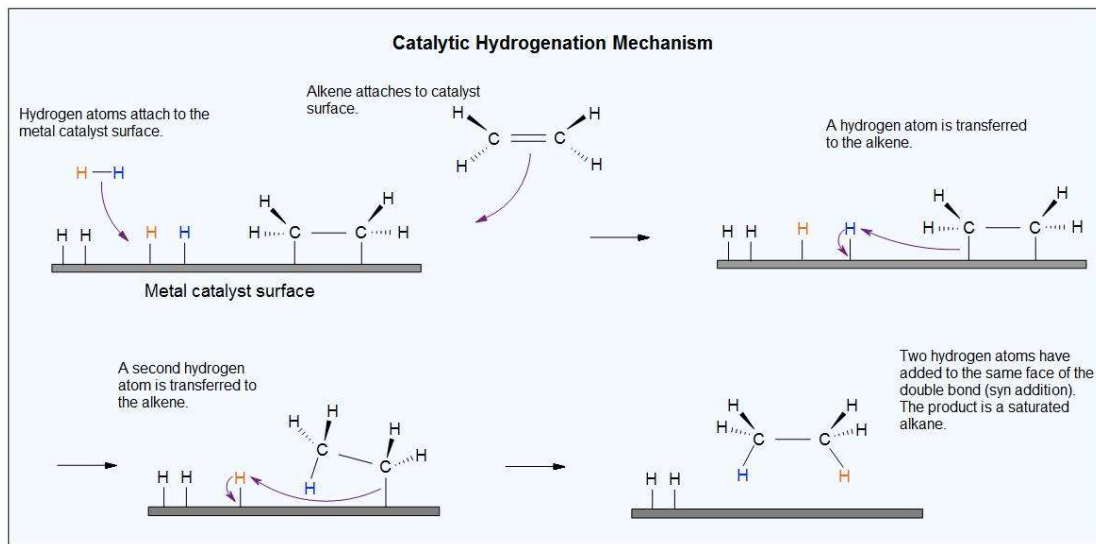
14. The Decision Tree appears as follows:



1 15. Hydrogenation is a process by which unsaturated fatty acids in vegetable oil are  
2 converted to saturated fatty acids.<sup>1</sup>

3 16. During the hydrogenation process unsaturated double bonds in the fatty acids of  
4 vegetable oils react with hydrogen atoms in the presence of a metal catalyst, typically nickel  
5 catalysts are used in commercial hydrogenation of edible oils.<sup>2</sup>

6 17. The following diagram depicts the hydrogenation process:<sup>3</sup>



17 18. As demonstrated in Paragraphs No. 15 through 17 above, natural oil is chemically  
18 altered when reacted with a metal catalyst in the presence of hydrogen gas so that it is different  
19 than how it naturally occurs. Furthermore, this chemical change results from a non-naturally  
20 occurring reaction. As a result, all of the hydrogenated ingredients in the Products are not natural.

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24 <sup>1</sup> Monoj K Gupta, Practical Guide To Vegetable Oil Processing,  
<https://www.sciencedirect.com/book/9781630670504/practical-guide-to-vegetable-oil-processing>

25 <sup>2</sup> Monoj K Gupta, Practical Guide To Vegetable Oil Processing  
<https://www.sciencedirect.com/book/9781630670504/practical-guide-to-vegetable-oil-processing>

26 <sup>3</sup> Catalytic Hydrogenation of Alkenes,  
27 [https://chem.libretexts.org/Bookshelves/Organic\\_Chemistry/Supplemental\\_Modules\\_\(Organic\\_Chemistry\)/Alkenes/  
28 Reactivity\\_of\\_Alkenes/Catalytic\\_Hydrogenation](https://chem.libretexts.org/Bookshelves/Organic_Chemistry/Supplemental_Modules_(Organic_Chemistry)/Alkenes/Reactivity_of_Alkenes/Catalytic_Hydrogenation)

1 19. Persons, like Plaintiff herein, have an interest in purchasing products that do not  
2 contain false and misleading labels with regards to the contents of the Products.

3 20. By making false and misleading claims about the Products, Defendant impaired  
4 Plaintiff's ability to choose the type and quality of products he chose to buy.

5 21. Therefore, Plaintiff has been deprived of his legally-protected interest to obtain true  
6 and accurate information about his consumer products as required by law.

7 22. As a result of Defendant's fraudulent labeling, Plaintiff has been misled into  
8 purchasing products that did not provide them with the benefit of the bargain they paid money for,  
9 namely that the Products would be 100% natural.

10 23. The following are examples of the Products' fraudulent labeling:





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24. As a result of Defendant's fraudulent labeling, Plaintiff and the Class paid a price premium for a premium 100% natural Product, but instead received a non-premium Product with synthetic ingredients.

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25. Plaintiff and the Class purchased Defendant's Products because Defendant's advertising claimed that the Products were 100% natural.

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26. Due to Defendant's intentional, deceitful practice of falsely labeling the Products as 100% natural when they are not, Plaintiff did not know that the Product was not 100% natural when he purchased it.

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27. Plaintiff was unaware that the Product contained synthetic ingredients when he purchased it.



1 All persons within California who purchased the Products within  
2 four years prior to the filing of this Complaint through to the date of  
class certification.

3 34. Defendant, its employees and agents are excluded from the Class. Plaintiff does not  
4 know the number of members in the Class, but believes the members number in the thousands, if  
5 not more. Thus, this matter should be certified as a Class Action to assist in the expeditious  
6 litigation of the matter.

7 35. The Class is so numerous that the individual joinder of all of their members is  
8 impractical. While the exact number and identities of their members are unknown to Plaintiff at  
9 this time and can only be ascertained through appropriate discovery, Plaintiff is informed and  
10 believes and thereon alleges that the Class include thousands, if not millions of members. Plaintiff  
11 alleges that the class members may be ascertained by the records maintained by Defendant.

12 36. This suit is properly maintainable as a class action because the Class and Sub-class  
13 are so numerous that joinder of their members is impractical and the disposition of their claims in  
14 the Class Action will provide substantial benefits both to the parties and the Court.

15 37. There are questions of law and fact common to the Class affecting the parties to be  
16 represented. The questions of law and fact common to the Class predominate over questions which  
17 may affect individual class members and include, but are not necessarily limited to, the following:

- 18 a. Whether the Defendant intentionally, negligently, or recklessly  
19 disseminated false and misleading information by labeling the Products as  
20 100% natural;  
21  
22 b. Whether the Class members were informed that the Products were not 100%  
23 natural;  
24  
25 c. Whether the Products contain synthetic ingredients;



- 1 d. Whether Defendant's conduct was unfair and deceptive;
- 2 e. Whether there should be a tolling of the statute of limitations; and
- 3 f. Whether the Class is entitled to restitution, actual damages, punitive  
4 damages, and attorney fees and costs.

5 38. As a resident of the United States and State of California who purchased the  
6 Products, Plaintiff is asserting claims that are typical of the Class and Sub-Class.

7 39. Plaintiff has no interests adverse or antagonistic to the interests of the other  
8 members of the Class or Sub-Class.

9 40. Plaintiff will fairly and adequately protect the interests of the members of the Class  
10 and Subclass. Plaintiff has retained attorneys experienced in the prosecution of class actions.

11 41. A class action is superior to other available methods of fair and efficient  
12 adjudication of this controversy, since individual litigation of the claims of all Class members is  
13 impracticable. Even if every Class member could afford individual litigation, the court system  
14 could not. It would be unduly burdensome to the courts in which individual litigation of numerous  
15 issues would proceed. Individualized litigation would also present the potential for varying,  
16 inconsistent or contradictory judgments and would magnify the delay and expense to all parties,  
17 and to the court system, resulting from multiple trials of the same complex factual issues. By  
18 contrast, the conduct of this action as a class action presents fewer management difficulties,  
19 conserves the resources of the parties and of the court system and protects the rights of each class  
20 member. Class treatment will also permit the adjudication of relatively small claims by many class  
21 members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

22 42. The prosecution of separate actions by individual members of the Class would  
23 create a risk of adjudications with respect to them that would, as a practical matter, be dispositive  
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1 of the interests of the other class members not parties to such adjudications or that would  
2 substantially impair or impede the ability of such non-party class members to protect their interests.

3 43. Plaintiff's claims and injuries are identical to the claims and injuries of all class  
4 members, because all claims and injuries of all class members are based on the same fraudulent  
5 labeling and same legal theory. All allegations arise from the identical, false, and misleading  
6 packaging used by Defendants.

7 44. Defendants have acted or refused to act in respect generally applicable to the Class  
8 thereby making appropriate final and injunctive relief with regard to the members of the Class and  
9 Sub-Class as a whole.

10 45. The size and definition of the Class and Sub-Class can be identified through records  
11 held by retailers carrying and reselling the Products, and by Defendant's own records.

12  
13 **FIRST CAUSE OF ACTION**  
14 **Violation of the California False Advertising Act**  
15 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

16 52. Plaintiff incorporates by reference each allegation set forth above.

17 53. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is  
18 unlawful to engage in advertising "which is untrue or misleading, and which is known, or which  
19 by the exercise of reasonable care should be known, to be untrue or misleading...or...to so make  
20 or disseminate or cause to be so made or disseminated any such statement as part of a plan or  
21 scheme with the intent not to sell that personal property or those services, professional or  
22 otherwise, so advertised at the price stated therein, or as so advertised."

23 54. Defendant misled consumers by making misrepresentations about the Class  
24 Products, namely, Defendant sold the Products that were fraudulently labeled, and made false  
25 representations to Plaintiff and other putative class members in order to solicit these transactions.

26 55. Specifically, Defendant sold Products labeled as 100% natural but which actually  
27 contain synthetic ingredients.

1           56. Defendant knew that their representations and omissions were untrue and  
2 misleading, and deliberately made the aforementioned representations and omissions in order to  
3 deceive reasonable consumers like Plaintiff and other Class Members.

4           57. As a direct and proximate result of Defendant’s misrepresentations, Plaintiff and  
5 the other Class Members have suffered injury in fact and have lost money or property. Plaintiff  
6 reasonably relied upon Defendant’s representations regarding the Products, namely that the  
7 Products were 100% natural. In reasonable reliance on Defendant’s misrepresentations, Plaintiff  
8 and other Class Members purchased the Products. In turn Plaintiff and other Class Members  
9 ended up with products that turned out to actually be different than advertised, and therefore  
10 Plaintiff and other Class Members have suffered injury in fact.

11           58. Plaintiff alleges that these false and misleading representations made by  
12 Defendant constitute a “scheme with the intent not to sell that personal property or those services,  
13 professional or otherwise, so advertised at the price stated therein, or as so advertised.”

14           59. Defendant knew that the Class Products did in fact contain synthetic ingredients.

15           60. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative  
16 class members that contained false and misleading statements.

17           61. The misleading and false advertising described herein presents a continuing threat  
18 to Plaintiff and the Class Members in that Defendant persists and continues to engage in these  
19 practices, and will not cease doing so unless and until forced to do so by this Court. Defendant’s  
20 conduct will continue to cause irreparable injury to consumers unless enjoined or restrained.  
21 Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease  
22 their false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members  
23 Defendant’s revenues associated with their false advertising, or such portion of those revenues  
24 as the Court may find equitable.

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**SECOND CAUSE OF ACTION**  
**Violation of Unfair Business Practices Act**  
**(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

13 62. Plaintiff incorporates by reference each allegation set forth above.

14 63. Actions for relief under the unfair competition law may be based on any business  
15 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur  
16 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required  
17 to provide evidence of a causal connection between a defendant's business practices and the  
18 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause  
19 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct  
20 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of  
21 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

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**UNFAIR**

29 64. California Business & Professions Code § 17200 prohibits any “unfair ... business  
30 act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as alleged herein  
31 also constitute “unfair” business acts and practices within the meaning of the UCL in that its  
32 conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical,  
33 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits  
34 attributable to such conduct. There were reasonably available alternatives to further Defendant’s  
35 legitimate business interests, other than the conduct described herein. Plaintiff reserves the right  
36 to allege further conduct which constitutes other unfair business acts or practices. Such conduct  
37 is ongoing and continues to this date.

38 65. In order to satisfy the “unfair” prong of the UCL, a consumer must show that the  
39 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or  
40 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

41 66. Here, Defendant’s conduct has caused and continues to cause substantial injury  
42 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury

1 in fact due to Defendant's decision to sell them fraudulently labeled products (Class Products).  
2 Thus, Defendant's conduct has caused substantial injury to Plaintiff and the Class.

3 67. Moreover, Defendant's conduct as alleged herein solely benefits Defendant while  
4 providing no benefit of any kind to any consumer. Such deception utilized by Defendant  
5 convinced Plaintiff and members of the Class that the Products would be 100% natural, in order  
6 to induce them to spend money on said Class Products. In fact, knowing that Class Products, by  
7 their objective terms were not 100% natural, unfairly profited from their sale, in that Defendant  
8 knew that the expected benefit that Plaintiff would receive from this feature is nonexistent, when  
9 this is typically never the case. Thus, the injury suffered by Plaintiff and the members of the  
10 Class is not outweighed by any countervailing benefits to consumers.

11 68. Finally, the injury suffered by Plaintiff and members of the Class are not an injury  
12 that these consumers could reasonably have avoided. After Defendant, falsely represented the  
13 qualities of Class Products consumers would receive, the Plaintiff and Class Members suffered  
14 injury in fact due to Defendant's sale of Class Products to them. Defendant failed to take  
15 reasonable steps to inform Plaintiff and class members that the Class Products contained  
16 synthetic ingredients, including intentionally mislabeling the Products as 100% natural. As such,  
17 Defendant took advantage of Defendant's position of perceived power in order to deceive  
18 Plaintiff and the Class members to purchase products containing fraudulent labels. Therefore,  
19 the injury suffered by Plaintiff and members of the Class is not an injury which these consumers  
20 could reasonably have avoided.

21 69. Thus, Defendant's conduct has violated the "unfair" prong of California Business  
22 & Professions Code § 17200.

23 **FRAUDULENT**

24 70. California Business & Professions Code § 17200 prohibits any "fraudulent ...  
25 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a  
26 consumer must allege that the fraudulent business practice was likely to deceive members of the  
27

1 public.

2 71. The test for “fraud” as contemplated by California Business and Professions Code  
3 § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200  
4 violation can be established even if no one was actually deceived, relied upon the fraudulent  
5 practice, or sustained any damage.

6 72. Here, not only were Plaintiff and the Class members likely to be deceived, but  
7 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact  
8 that Plaintiff agreed to purchase Class Products under the basic assumption that they were 100%  
9 natural. Plaintiff’s reliance upon Defendant’s deceptive statements is reasonable due to the  
10 unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that  
11 Defendant’s fraudulent business practice would deceive other members of the public.

12 73. As explained above, Defendant deceived Plaintiff and other Class Members by  
13 fraudulently labeling the Class Products.

14 74. Thus, Defendant’s conduct has violated the “fraudulent” prong of California  
15 Business & Professions Code § 17200.

16 **UNLAWFUL**

17 75. California Business and Professions Code Section 17200, et seq. prohibits “any  
18 unlawful...business act or practice.”

19 76. As explained above, Defendant deceived Plaintiff and other Class Members by  
20 labeling the Products as “100% Natural”, when in fact the Products contain synthetic ingredients.

21 77. Defendant used false advertising, marketing, and misrepresentations to induce  
22 Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of  
23 California Business and Professions Code Section 17500, et seq.

24 78. Had Defendant not falsely advertised, marketed or misrepresented the Class  
25 Products, Plaintiff and Class Members would not have purchased the Class Products.  
26 Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and  
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1 Class Members. These representations by Defendant are therefore an “unlawful” business  
2 practice or act under Business and Professions Code Section 17200 *et seq*

3 79. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts  
4 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set  
5 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code  
6 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately  
7 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant  
8 to correct its actions.

9  
10 **MISCELLANEOUS**

11 80. Plaintiff and Class Members allege that they have fully complied with all  
12 contractual and other legal obligations and fully complied with all conditions precedent to  
13 bringing this action or all such obligations or conditions are excused.

14 **REQUEST FOR JURY TRIAL**

15 81. Plaintiff requests a trial by jury as to all claims so triable.

16 **PRAYER FOR RELIEF**

17 82. Plaintiff, on behalf of himself and the Class, requests the following relief:

- 18 (a) An order certifying the Class and appointing Plaintiff as Representative of  
19 the Class;
- 20 (a) An order certifying the undersigned counsel as Class Counsel;
- 21 (b) An order requiring Defendant, at its own cost, to notify all Class Members  
22 of the unlawful and deceptive conduct herein;
- 23 (c) An order requiring Defendant to engage in corrective advertising  
24 regarding the conduct discussed above;
- 25 (d) Actual damages suffered by Plaintiff and Class Members as applicable or  
26 full restitution of all funds acquired from Plaintiff and Class Members  
27 from the sale of misbranded Class Products during the relevant class

1 period;

2 (e) Punitive damages, as allowable, in an amount determined by the Court or  
3 jury;

4 (f) Any and all statutory enhanced damages;

5 (g) All reasonable and necessary attorneys' fees and costs provided by statute,  
6 common law or the Court's inherent power;

7 (h) Pre- and post-judgment interest; and

8 (i) All other relief, general or special, legal and equitable, to which Plaintiff  
9 and Class Members may be justly entitled as deemed by the Court.

10 Dated: March 2, 2022

11 Respectfully submitted,

12 LAW OFFICES OF TODD M. FRIEDMAN , PC

13 By: 

14 TODD M. FRIEDMAN, ESQ.

15 Attorney for Plaintiff



### SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Burt's Bees, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

PERRY BRUNO, individually, and on behalf of other members of the general public similarly situated,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): **Stanley Mosk Courthouse**

CASE NUMBER:  
(Número del Caso):

**22STCV07599**

111 N. Hill Street,  
Los Angeles CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Todd M. Friedman, 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364, 323-306-4234

**Sherri R. Carter Executive Officer / Clerk of Court**  
Clerk, by \_\_\_\_\_, Deputy  
(Secretario) **R. Lozano** (Adjunto)

DATE:  
(Fecha) **03/02/2022**

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [‘100% Natural’ Burt’s Bees Lip Products Contain Hydrogenated Oils, Class Action Says](#)

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