

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

JAMIE RICHARDS,	)	
<i>individually and on behalf of all others</i>	)	
<i>similarly situated,</i>	)	
	)	
Plaintiffs,	)	Case No. 4:19-cv-2728
	)	
v.	)	
	)	JURY TRIAL DEMANDED
CONOPCO, INC., d/b/a “UNILEVER,”	)	
DOES 1 through 10,	)	
	)	
Defendants.	)	

**NOTICE OF REMOVAL**

Defendant Conopco, Inc., d/b/a “Unilever,” files this notice of removal from the Circuit Court of St. Louis City, Missouri to the United States District Court for the Eastern District of Missouri, pursuant to 28 U.S.C. §§ 1332(d) and 1441.

**I. BACKGROUND**

1. On July 8, 2019, Plaintiff Jamie Richards filed a Class Action Petition (“Complaint”) in the Circuit Court of St. Louis City titled *Jamie Richards v. Conopco, Inc., d/b/a “Unilever,” Does 1 through 10*, No. 1922-CC10821 (Mo. Cir. Ct.).

2. The Complaint alleges claims for (1) breach of warranty, (2) breach of implied contract, (3) unjust enrichment, (4) violations of the Missouri Merchandising Practices Act (“MMPA”) and (5) injunctive relief in connection with the sale of Dove-branded Invisible antiperspirant sticks for women. Compl. ¶¶ 24-26, 78-115.

3. Dove Invisible women’s antiperspirant stick (the “Products”) are manufactured by

Unilever and are available in various scents.<sup>1</sup> *Id.* ¶¶ 24, 26.

4. Plaintiff's claims are premised on certain statements used on the Products, including "no white marks on 100 colors," "proven to leave no white marks on 100 colors," "invisible," and "best white mark protection," which Plaintiff claims suggests added ingredient(s) (collectively the "Statements"). *See id.* ¶¶ 2, 9, 25-37.

5. Plaintiff alleges the Statements are false or misleading, and contends the Products simply have less aluminum zirconium tetrachlorohydrate GLY, which is the active ingredient that allegedly causes white marks; thus, the Products are "nothing more than a re-packaged version" of the regular Dove products. *Id.* ¶¶ 2-9.

6. Plaintiff seeks to represent a class consisting of all consumers in the United States and a subclass of all consumers in Missouri who purchased the Products. *Id.* ¶ 17.

## **II. NOTICE OF REMOVAL IS TIMELY**

7. Unilever waived service on September 20, 2019. Accordingly, this Notice of Removal is timely filed under 28 U.S.C. § 1446(b).

## **III. REMOVAL PURSUANT TO CLASS ACTION FAIRNESS ACT OF 2005**

8. This Court has original jurisdiction over this action under 28 U.S.C. §§ 1332(d). Under the Class Action Fairness Act ("CAFA"), federal district courts have original jurisdiction when: (1) the putative class consists of at least 100 members; (2) the citizenship of at least one proposed member of the class is different from that of any defendant; and (3) the aggregated

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<sup>1</sup> Plaintiff's definition of the "Products" at issue is somewhat vague, and does not specifically limit the lawsuit to the stick formulation. *See* Compl. ¶ 26. However, other paragraphs suggest this lawsuit includes only the stick varieties of the product. *See, e.g.*, Compl. ¶¶ 25 (citing the website for a stick product), 27 (image of a stick product). Further, Plaintiff's counsel in this case has filed virtually identical case regarding the Dove-branded Invisible antiperspirant spray, *Been v. Unilever, et al.*, No. 19SL-CC02867 (Mo. Cir. Ct.). Accordingly, Unilever believes Plaintiff intends to limit this case to the women's stick varieties.

amount in controversy exceeds \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d).

**A. There Are More Than 100 Putative Class Members**

9. Plaintiff purports to represent a class of: “All persons who purchased ‘Dove’-branded ‘Invisible Advance Care’ antiperspirant for women (the ‘Product’) in the United States during the Class Period.” Compl. ¶ 17 (footnote omitted).

10. Plaintiff also purports to represent a subclass of: “All persons, who, within the Class Period, purchased the Product in the State of Missouri.” *Id.*

11. The class period is defined as five years prior to July 8, 2019, the initial filing of this lawsuit. *Id.*

12. Plaintiff admits that the class she purports to represent consists of “tens of thousands, if not hundreds of thousands, of individuals[.]” *Id.* ¶ 18.

13. Consequently, there are more than 100 putative class members.

**B. Minimal Diversity Exists Between the Parties**

14. CAFA jurisdiction “requires only *minimal* diversity, meaning ‘any member of a class of plaintiffs is a citizen of a State different from *any* defendant.’” *Reece v. Bank of N.Y. Mellon*, 760 F.3d 771, 776 (8th Cir. 2014) (citing 28 U.S.C. § 1332(d)(2)(A)).

15. At the time this lawsuit was filed and at all times since, Plaintiff was and is a citizen of Missouri. Compl. ¶ 10.

16. At the time this lawsuit was filed and at all times since, Unilever was and is a New York corporation with its principal place of business in New Jersey. Compl. ¶ 12. Therefore, at the time this action was filed and at all times since, Unilever was and is a citizen of New York and New Jersey. 28 U.S.C. § 1332(c)(1).

17. Because Plaintiff is a Missouri citizen and Unilever is a New York and New Jersey

citizen, diversity of citizenship exists.

**C. The Amount in Controversy Exceeds \$5 Million in the Aggregate**

18. Under 28 U.S.C. § 1332(d)(2), an action is removable under CAFA when “the matter in controversy exceeds the sum or value of \$5,000,000.” To determine whether the matter in controversy exceeds the sum or value of \$5,000,000, “the claims of the individual class members shall be aggregated.” 28 U.S.C. § 1332(d)(6).

19. When, as here, the complaint fails to allege a specific amount in damages sought, “[t]he jurisdictional fact . . . is not whether the damages *are* greater than the requisite amount, but whether a fact finder *might* legally conclude that they are.” *Kopp v. Kopp*, 280 F.3d 883, 885 (8th Cir. 2002) (emphasis added). For purposes of removal, Unilever needs only to make a “plausible allegation” that the amount in controversy exceeds \$5 million. *See Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). Once a defendant makes such a showing, “the case belongs in federal court unless it is legally impossible for the plaintiff to recover that much.” *Raskas v. Johnson & Johnson*, 719 F.3d 884, 888 (8th Cir. 2013) (quotation omitted).

20. Assuming the truth of the allegations in the Complaint, there is more than \$5 million in controversy.<sup>2</sup>

21. Plaintiff purports to represent a nationwide class and Missouri subclass. Compl. ¶ 17. Plaintiff seeks damages on behalf of the proposed classes in the amount of the purchase price of the product. *See* Compl. ¶¶ 62, 63, 90, 91, 100, 102, 110.

22. Unilever is able to purchase information regarding retail sales from Information

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<sup>2</sup> By alleging here that Plaintiff might legally recover a judgment exceeding the jurisdictional amount in controversy, Unilever neither confesses any liability nor admits the appropriate amount of damages if found liable for any part of Plaintiff’s claims. Unilever is only stating what the stakes of the litigation could be. *Hartis v. Chicago Title Ins. Co.*, 694 F.3d 935, 945 (8th Cir. 2012) (“The removing party need not confess liability in order to show that the controversy exceeds the threshold.”) (internal quotation marks omitted).

Resources, Inc. (“IRI”), a company that provides information and analytics for consumer packaged goods, retail, and healthcare companies in the United States and internationally. Unilever regularly requests information from IRI and maintains and uses it in the ordinary course of business. One of the services IRI provides is tracking retail sales of products by gathering data from the scanners at checkouts in thousands of grocery, drug, and other retail stores across the country. By analyzing this scanner data, IRI projects the total dollar amount of retail sales for particular products.

23. Based on IRI retail sales data for the Products, there was approximately \$49,065,373 in retail sales nationally from 2014 through 2018.

24. Plaintiff also seeks punitive damages, which may be considered in determining whether damages exceed \$5 million under CAFA. *See Raskas*, 719 F.3d at 887. Plaintiff may recover punitive damages of “[f]ive times the net amount of the judgment,” Mo. Rev. Stat. § 510.265, and the judgment also includes any attorney’s fee award. *Raskas*, 719 F.3d at 887.

25. In MMPA cases, punitive damage awards are common and can be substantial. *See, e.g.:*

- *Kerr v. Ace Cash Experts, Inc.*, No. 4:10 CV 1645 DDN, 2010 WL 5177977, at \*2 (E.D. Mo. Dec. 14, 2010) (considering the possibility of more than \$4.4 million in attorneys’ fees and punitive damages based upon allegations of \$594,000 in actual damages);
- *Bass v. Carmax Auto Superstores, Inc.*, No. 07-0883-CV-W-ODS, 2008 WL 441962, at \*2 (W.D. Mo. Feb. 14, 2008) (noting that if 4,419 Missouri class members had total actual damages of \$658,431, the “total of punitive damages and attorney fees could easily (and legally) be sufficient to bring the total amount in controversy over the [\$5 million] jurisdictional requirement”); and
- *Dowell v. Debt Relief Am., L.P.*, No. 2:07-CV-27 (JCH), 2007 WL 1876478, at \*2 (E.D. Mo. June 27, 2007) (denying remand after considering two prior judgments in MMPA cases and noting that “juries are inclined to assess large punitive damages awards in MMPA cases”).

26. Plaintiff also seeks attorneys’ fees and injunctive relief in this matter. Compl. ¶

108; Prayer for Relief. For purposes of determining whether CAFA's \$5 million threshold has been exceeded, both should be included. *See Chochorowski v. Home Depot USA*, 585 F. Supp. 2d 1085, 1093 (E.D. Mo. 2008) ("Defendant is correct that in determining the amount in controversy . . . attorney's fees are considered."); *id.* at 1094 (courts should consider the value to the plaintiff of injunctive relief in measuring amount in controversy).

27. As a result of the sales of the Products over the past five years, and the possibility of substantial awards for punitive damages, attorneys' fees, and injunctive relief, the total amount in controversy exceeds \$5 million.

#### **IV. COMPLIANCE WITH REMOVAL PROCEDURES**

28. Venue is proper in this Court under 28 U.S.C. § 1441(a) because the removed action was filed in the Circuit Court of St. Louis City, Missouri, a court encompassed by the Eastern District of Missouri, Eastern Division.

29. Pursuant to 28 U.S.C. § 1446(a) and Local Rule 81-2.03, copies of all process, pleadings, orders, and other documents on file in the state court are attached as **Ex. B**.

30. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of the Notice of Removal will be promptly served on the attorneys for Plaintiff, and a copy will be promptly filed with the Clerk of the Circuit Court of St. Louis City, Missouri.

31. Unilever reserves the right to amend or supplement this Notice of Removal, and reserves all rights and defenses, including those available under Federal Rule of Civil Procedure 12.

WHEREFORE, Unilever respectfully removes this action from the Circuit Court of St. Louis City, Missouri, to the United States District Court for the Eastern District of Missouri, Eastern Division.

Dated: October 8, 2019

Respectfully submitted,

SHOOK, HARDY & BACON L.L.P.

By: /s/ James P. Muehlberger

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*Attorneys for Defendant Conopco, Inc., d/b/a  
"Unilever"*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 8, 2019, the foregoing document was served upon the following via the Court's electronic filing system, mail, and/or electronic mail:

Daniel F. Harvath  
Harvath Law Group, LLC  
75 W. Lockwood, Suite #1  
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*Attorney for Plaintiff*

*/s/ James P. Muehlberger* \_\_\_\_\_



# EXHIBIT A

IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI

JAMIE RICHARDS,	)	
<i>individually and on behalf of</i>	)	
<i>all others similarly situated,</i>	)	Case No. _____
	)	
Plaintiffs,	)	
	)	JURY TRIAL DEMANDED
v.	)	
	)	
CONOPCO, INC., <i>d/b/a</i> "UNILEVER,"	)	
DOES 1 through 10,	)	
	)	
Defendants.	)	

**CLASS ACTION PETITION**

Plaintiff Jamie Richards individually and on behalf of all others similarly situated, hereby files this, her Class Action Petition, against Defendant Conopco, Inc., *d/b/a* "Unilever" and DOES 1 through 10 (collectively "Defendants") for their false, misleading, and deceptive marketing of their products constituting, on a nationwide basis, breach of warranty, breach of implied contract, and unjust enrichment, and, in the state of Missouri, violations of the Missouri Merchandising Practices Act, Mo. Rev. Stat. chap. 407 ("MMPA").

**I. INTRODUCTION**

1. Defendant Unilever markets and sells many different consumer products, including deodorant and antiperspirant sticks. One such product is "Dove"-branded "Invisible Advanced Care" antiperspirant for women.

2. The "Invisible" line of products is deceptively and misleadingly marketed as causing "No white marks on 100 colors," and being "invisible;" yet, in reality, the "Invisible" line of antiperspirant is nothing more than a slightly diluted version of regular "Advanced Care" containing the same ingredients with nothing "added" and nothing to support Defendant's claims.

3. Compared to the non-“Invisible” version of “Advanced Care,” “Invisible” does not contain a single additional ingredient or material change of formula; the only material difference is that the Active ingredient in “Advanced Care,” Aluminum Zirconium Tetrachlorohydrate GLY, is diluted from a concentration of 15.2% in Dove’s non-“Invisible” antiperspirants to 11.4% in the “Invisible” line of products.

4. Yet even more problematic, despite the Product claiming to be “Invisible,” and “proven to leave no white marks on 100 colors of clothing,” white marks are in fact *created* and *caused by* that very same active ingredient, Aluminum Zirconium Tetrachlorohydrate GLY (“Aluminum”).

5. Moreover, simple testing of the Product, applied directly and/or transferred to a wearer’s clothing from a user’s skin, establishes that it *absolutely* is not “invisible” and, contrary to Defendant’s claims, it *does* leave white marks on multiple clothing of essentially all colors.

6. In short, while “Invisible” is expressly claimed (in addition to its mere name) as being “invisible,” and “proven to leave no white marks on 100 colors of clothing,” it is nothing more than a less-effective version of “Advanced Care” that actually causes the very problem it claims to solve, leaving white marks on clothing of nearly every color.

7. Despite all this, and despite being a diluted version thereof, Unilever sells the product for the same price as its non-“Invisible” product, misleading and deceiving the buying public into paying the same amount for an inferior product that does not live up to any of its claims, while under the false impression that it is somehow superior.

8. Pursuant to the MMPA, such practice is illegal.

9. In addition to the above, specifically relating to the nationwide class, since the initial offering of the Product, each and every container of the Product has borne a uniformly-worded label falsely claiming the Product leaves and/or causes “no white marks on 100 colors.” That uniformly-worded false statement gives rise to additional and/or alternative claims on behalf of a nationwide class

of similarly-situated consumers.

## II. PARTIES, JURISDICTION, AND VENUE

10. Plaintiff Jamie Richards is a citizen and resident of St. Louis City, Missouri.

11. Plaintiff brings this Class Action Petition individually and on behalf of a putative nationwide class of all United States consumers and, additionally or alternatively, a putative class of Missouri residents.

12. Defendant Conopco, Inc. *d/b/a* “Unilever” (hereinafter “Unilever”) is a New York corporation having its principal place of business at 700 Sylvan Ave., Englewood Cliffs, NJ 07632. Unilever may be served at: CT Corporation System, 120 South Central Ave., Clayton MO 63105.

13. Defendant Unilever advertises, distributes, markets and sells the “Dove”-branded “Invisible Advanced Care” antiperspirant for women.

14. The true names and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. If necessary, Plaintiff will seek leave of Court to amend the Petition to reflect the true names and capacities of the DOE Defendants when such identities become known.

15. Venue is proper in the Circuit Court of St. Louis City, Missouri, because the Plaintiff resides here, and a substantial part of the events or omissions giving rise to the claims in this action occurred in this venue.

16. This asserted class action comports with Missouri Supreme Court Rule 52.08 and with R.S.Mo. § 407.025(3) of the MMPA. Plaintiffs’ identities can be ascertained from Defendant’s records, but are so numerous that simple joinder of all individuals is impracticable. This action raises questions of law and fact common among Plaintiffs. The claims of lead Plaintiff is typical of all Plaintiffs’ claims. Named Plaintiff will fairly and adequately protect all Plaintiffs’ interests, and is represented by attorneys

qualified to pursue this action. More specifically:

17. Class definition: Plaintiff Jamie Richards brings this action on behalf of herself and a class of similarly-situated persons preliminarily-<sup>1</sup> defined as follows: All persons who purchased “Dove”-branded “Invisible Advanced Care” antiperspirant for women (the “Product”)<sup>2</sup> in the United States during the Class Period. In addition, and/or alternatively, Plaintiff Jamie Richards brings this action on behalf of herself and a Missouri subclass of similarly-situated persons defined as follows: All persons, who, within the Class Period, purchased the Product in the State of Missouri. The Class Period begins five years prior to the date of the filing of this Petition, and ceases upon the date of the filing of this Petition. Excluded from the Class and Subclass are: (a) any judges presiding over this action and members of their staffs and families; (b) the Defendants and their subsidiaries, parents, successors, and predecessors; any entity in which the Defendants or their parents have a controlling interest; and the Defendants’ current or former officers and directors; (c) employees (i) who have or had a managerial responsibility on behalf of the organization, (ii) whose act or omission in connection with this matter may be imputed to the organization for liability purposes, or (iii) whose statements may constitute an admission on the part of the Defendants; (d) persons who properly execute and file a timely request for exclusion from the class; (e) the attorneys working on the Plaintiffs’ claims; (f) the legal representatives, successors, or assigns of any such excluded persons; and (g) any individual who assisted or supported the wrongful acts delineated herein.

18. Numerosity: Upon information and belief, the Class and Subclass include tens of thousands, if not hundreds of thousands, of individuals on a statewide basis, making their individual joinder impracticable. Although the exact number of Class and Subclass members and their addresses are presently unknown to Plaintiff, they are ascertainable from Defendants’ records.

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<sup>1</sup> Plaintiff reserves the right to propose, as needed, any different or other more- or less-specific class, classes, subclass, or subclasses as Plaintiff deems appropriate for purposes of class certification.

<sup>2</sup> As that term and label is defined in greater detail *infra*.

19. Typicality: Plaintiff's claims are typical of those of the Class and Subclass because all Plaintiffs were injured by the Defendants' uniform wrongful conduct, specifically, using misleading and deceptive marketing and advertising in offering and selling the Product to Plaintiffs.

20. Adequacy: Plaintiff Jamie Richards is an adequate representative of the Class and/or Subclass because her interests do not conflict with the interests of the Class or Subclass members she seeks to represent, she has retained competent and experienced counsel, and she intends to prosecute this action vigorously. The interests of the Class and Subclass will be protected fairly and adequately by Plaintiff and her counsel.

21. Commonality: Common questions of law and fact exist as to all Class and Subclass members and predominate over any questions affecting only individual members, such as: (a) whether the Defendant used deceptive or misleading marketing and advertising in selling the Product; (b) whether and to what extent the Class and Subclass members were injured by Defendant's illegal conduct; (c) whether the Class and Subclass members are entitled to compensatory damages; (d) whether the Class and Subclass members are entitled to punitive damages; (e) whether the Class and Subclass members are entitled to declaratory relief; and (f) whether the Class and Subclass members are entitled to injunctive relief.

22. Superiority: This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy. The damages suffered by the individual Class and Subclass members will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by the Defendant's wrongful conduct. Thus, it would be extremely difficult for the individual Class and Subclass members to obtain effective relief. A class action presents far fewer management difficulties and provides the benefits of a single adjudication, including economies of time, effort, and expense, and uniformity of decisions.

**III. BACKGROUND**

23. Defendant manufactures, distributes, and/or sells the product at issue herein, “Dove”-branded “Invisible Advanced Care” antiperspirant for women.

24. Defendant Unilever, in particular, owns the “Dove” brand and, under that brand name, manufactures and distributes, *inter alia*, “Dove”-branded “Invisible Advanced Care” antiperspirant for women.

25. The “Invisible” line of products is marketed as being superior to “regular” “Advanced Care” antiperspirant purportedly for Defendant’s “best white mark protection in an antiperspirant stick.”<sup>3</sup>

26. The “Invisible” line of products comes in multiple scents, but the ingredients of each scent are substantially the same such that all scents and varieties of the “Invisible Advanced Care” line should be treated collectively, and thus hereinafter are collectively referred to as the “Product.”

27. The packaging of the Product makes at least one material, yet false, claim:



a.

<sup>3</sup> <https://www.dove.com/us/en/deodorants/stick/invisible-advanced-care-sheer-fresh-antiperspirant.html>

28. As shown, the “Invisible” line is marketed as leaving “no white marks on 100 colors.”

29. Further, on Unilever’s “Dove”-branded website, [www.dove.com](http://www.dove.com), on the page devoted to the Product, Defendant states that the Product “is invisible, proven to leave no white marks on 100 colors of clothing.”<sup>4</sup>

30. Moreover, in the “about this product” portion of Unilever’s website, the Product is promoted as having “[Dove’s] best white mark protection in an antiperspirant stick.” <https://www.dove.com/us/en/deodorants/stick/invisible-advanced-care-sheer-fresh-antiperspirant.html>

31. Further, the website states: “No white marks deodorant is invisible on 100 colors;” and claims that “[t]his antiperspirant deodorant stick is invisible on 100 different colors.” *Id.*

32. However, the active ingredient in the Product is Aluminum Zirconium Tetrachlorohydrate GLY. It has long been recognized, and is well-accepted, that “white marks” on clothing is *caused* by aluminum in antiperspirants (generally upon being mixed with a user’s perspiration).

33. *A fortiori*, simple testing of the Product by any user after purchasing the same reveals that the Product *absolutely* leaves white marks on a variety of colors of clothing; testing reveals that the Product is *not*, in any sense of the word, “invisible.”

34. While the Product might in fact cause *less* white marks than the “normal” “Advanced Care Product” and/or other antiperspirants on the market, it is irrefutable that the Product will inevitably lead and contribute to more white marks on clothing.

35. Thus, regardless of the extent, the Product causes, at least indirectly, the exact condition – “white marks” – that it purports to “protect” against.

36. The term “invisible” is defined by Merriam-Webster online dictionary as “incapable by nature of being seen: not perceptible by vision;” and/or “of such small size or unobtrusive quality as to

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<sup>4</sup> <https://www.dove.com/us/en/deodorants/stick/invisible-advanced-care-sheer-fresh-antiperspirant.html>



be hardly noticeable.”<sup>5</sup> Yet when applied to, and or transferred from a wearer’s skin to numerous different colors of material, the Product is clearly visible, and clearly white-tinted; the claims that it leaves “no white marks” and/or is “invisible” are patently false.

37. In addition, while Defendant claims the product has “white mark protection,” asserting that it has something *extra*, *i.e.* “protection,” relative to “regular” “Advanced Care,” in reality, it has no added ingredients whatsoever compared to “regular” Advanced Care.”

38. According to Unilever’s Dove-branded website, [www.Dove.com](http://www.Dove.com), and confirmed by corresponding product packaging, both the Product and the non-“Invisible” “Advanced Care” line contain the following ingredients:

- a. Active Ingredient: Aluminum Zirconium Tetrachlorohydrate GLY
- b. Inactive Ingredients:
  - i. Cyclopentasiloxane, Stearyl Alcohol, C12-15 Alkyl Benzoate, PPG-14 Butyl Ether, Hydrogenated Castor Oil, PEG-8, Dimethicone, Fragrance (Parfum), Silica, Polyethylene, Helianthus Annuus (Sunflower) Seed Oil, Steareth-100, BHT.

39. The only difference in formulas, in fact, is that “regular” “Advanced Care” also contains Hydroxyethyl Urea, whereas the Product does not.

40. Upon information and belief, and based on a reasonable person’s common understanding, removing Hydroxyethyl Urea does not constitute the addition of “protection” against white marks.

41. Otherwise, the only material difference between the Product and the non-“Invisible” line is that the active ingredient, Aluminum Zirconium Tetrachlorohydrate GLY, is diluted from 15.2% (in the non-“Invisible” line) to 11.4% in the Product.

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<sup>5</sup> <https://www.merriam-webster.com/dictionary/invisible>

42. Such dilution of an active ingredient is not added “protection.”

43. Rather, the dilution of an active ingredient more likely simply reduces the effectiveness of the “normal” product, making the Product, in reality, inferior to the non-“Invisible” “Advanced Care” line.

44. And that deceptive fact is in addition to the worse reality that the Product absolutely leaves white marks on clothing and is not, in any sense of the word, “invisible.”

45. Honest marketing and/or claims would include statements such as “less likely to cause white marks versus other lines” or “reduced white mark causation versus other lines”; Defendant’s “No white marks” and “invisible” claims are patently false.

46. A normal consumer is unable to determine simply by reading the claims on the Product packaging and/or the Product’s ingredient list that it actually contains no added “protection” ingredients relative to Defendant’s non-“Invisible” line of products.

47. And while the fact is extremely well-established, a normal consumer also is unaware that Aluminum Zirconium Tetrachlorohydrate GLY is a key factor that contributes to and, at least indirectly, *causes* the “white marks” the Product purports to “protect” against.

48. Moreover, while the Product very obviously leaves “white marks” on clothing, a potential purchaser is unable to test that fact prior to purchasing the Product.

49. Upon information and belief, Defendant Unilever profits from the wide-spread practice of selling a diluted version of its regular product for the same price as non-diluted versions.

50. Upon information and belief, it is cheaper for Unilever to produce the Product, a relatively-diluted version of its regular antiperspirant, than it is to produce its regular antiperspirant, such as the “regular” non-“Invisible” “Advanced Care” line of antiperspirants.

51. Upon information and belief, Defendant Unilever deceptively and misleadingly markets the Product as falsely having “protection” against white marks and leaving “no white marks” in order to

distract consumers from the fact that the Product is, in fact, inferior in its primary purpose, preventing perspiration, and is cheaper to produce.

52. Defendant's marketing and selling of the Product by use of the aforementioned false, deceptive, and misleading statements is illegal and prohibited under the MMPA.

*Allegations Relating Specifically to Claims of the Nationwide Class*

53. As noted, *supra*, since the initial offering of the Product, each and every container of the Product has borne a uniformly-worded label falsely claiming the Product causes and/or produces "No white marks on 100 colors" (hereinafter "False Claims").

54. In reality, testing of the Product reveals the falsity of the False Claims; the Product readily leave white marks on multiple colors of clothing, whether when directly contacting clothing or when transferred to clothing after application to a user's skin.

55. Defendant, as developer, manufacturer, and exclusive seller and distributor of the Product, has been aware since the Product's inception that the False Claims are in fact false – that the Product leaves white marks on multiple different colors.

56. Indeed, Defendant undoubtedly did its own testing of the Product prior to it being offered for sale and, of necessity, such testing would have made Defendant aware that the Product leaves white marks on clothing of all colors.

57. Despite this, Defendants purposely made the False Claims in order to induce the false belief in consumers that they were purchasing a product that caused no white marks on 100 colors of clothing.

58. Plaintiff and the class members purchased the Product with no reason to suspect or know that the Product actually caused white marks on clothing.

59. Defendant possessed specialized knowledge regarding the data and information concerning the chemical formula of the Product and whether the Product would, in fact, cause white

marks on clothing.

60. In fact, the Product is a credence good because its purported “no white marks” benefit cannot be independently assessed or verified by the consumer at the time of purchase, as retailers prohibit a consumer testing the Product on themselves and/or their clothing and the Product is covered by plastic until after purchase.

61. In purchasing the Product, Plaintiff and the class members had no choice but to necessarily and justifiably rely upon the False Claims as accurate.

62. Had Plaintiffs known that the False Claims were false, Plaintiffs would not have purchased the Product or would not have paid as much for the Product.

63. As the direct and proximate result of the False Claims, Plaintiff and the class members have suffered economic injury by being deprived of the benefit of the bargain they were promised by Defendant.

64. By marketing, selling and distributing the Product to purchasers in Missouri and throughout the United States, Defendant made actionable statements that the Product would cause and/or create and/or lead to “No white marks on 100 colors,” and at all times failed to disclose that the Product did in fact cause and/or contribute to white marks on nearly all colors.

65. Defendant engaged in the above-described actionable statements, omissions and concealments with knowledge that the representations were false and/or misleading, and with the intent that consumers rely upon such concealment, suppression and omissions.

66. Alternatively, Defendant was reckless in not knowing that the False Claims were false and misleading at the time they were made.

67. As the distributor, marketer, producer, manufacturer, and seller of the Product, Defendant possessed specialized knowledge regarding the data and information concerning the chemical formula of the Product which the Plaintiff and the class members could not and did not review.

68. All of Plaintiffs' claims are based on misleading statements that violate FDA regulations. Such claims do not seek to impose any additional or different obligations beyond those already required by such FDA regulations.

69. Further, Plaintiffs' claims arise, *inter alia*, from "front of the box" statements and symbols which are not regulated by the Nutrition Labeling and Education Act.

*Facts Particular to Jamie Richards and Representative of the Proposed Class & Subclass*

70. In or around July of 2019, after having viewed Defendant's statements regarding the Product on [www.dove.com](http://www.dove.com), and other websites as described *supra*, Plaintiff visited a retail outlet for Unilever products, particularly CVS Pharmacy at 8021 Watson Rd., Webster Groves, MO 63119.

71. While there, Plaintiff observed that the Product was being sold for the same price as "regular" "Advanced Care" antiperspirant.

72. Due to the claims on the packaging as well as the statements on [www.dove.com](http://www.dove.com), Plaintiff falsely believed she was purchasing a product that was equally effective as the regular "Advanced Care" antiperspirant but having "protection" against white marks; and Plaintiff believed the Product would leave "no white marks" and be "invisible" on her clothing.

73. Plaintiff thereafter purchased the Product.

74. At the time she purchased the Product, Plaintiff was unaware of the falsity of the Product's claims and/or the falsity of Defendant's online claims regarding the Product and/or the falsity of the False Claims.

75. If Plaintiff had been aware of the falsity and misleading nature of Defendant's claims regarding the Product, she would not have bought the Product.

76. When Plaintiff purchased the Product, she was injured by Defendant's illegally deceptive, false, and misleading conduct in marketing and selling the Product.

77. Although the aforementioned facts apply to named Plaintiff, for purposes of the proposed

class, all that is relevant is that Plaintiff and the class members, United States and Missouri citizens, purchased the Product at a time within the Class Period while in the United States and/or Missouri.

## **CAUSES OF ACTION**

### **COUNTS RELATING TO THE NATIONWIDE CLASS**

#### **COUNT ONE: BREACH OF WARRANTY**

78. Plaintiff hereby incorporates by reference and re-alleges each allegation set forth in each preceding paragraph of this Petition.

79. Defendant sold the Product in its regular course of business. Plaintiff and the class members purchased the Product.

80. Defendant made promises and representations in an express warranty provided to all consumers, namely the False Claims -- that the Product would cause, create, and or lead to “no white marks on 100 colors.”

81. The False Claims became the basis of the bargain between the Defendant and Plaintiff and each class member.

82. Defendant gave these express warranties to Plaintiff and each class member in written form on the labels of the Product.

83. Defendant’s written affirmations of fact, promises, and/or descriptions as alleged are each a written warranty.

84. Defendant breached the warranty because the False Claims were false – the Product in fact causes white marks on 100s of colors.

85. The False Claims were false when the sales took place and were undiscoverable to Plaintiff and the class members at the time of purchase.

86. All conditions precedent to seeking liability under this claim for breach of express

warranty have been performed by or on behalf of Plaintiff and the class in terms of paying for the Product. Defendant had actual notice of the false labeling information and to date has taken no action to remedy its breach of express and implied warranty.

87. Defendant previously knew or should have known of the falsity of the False Claims on the Product due to, *inter alia*, Defendant's testing and use of the Product.

88. Defendant has nonetheless refused to remedy such breaches.

89. By placing the Product in the stream of commerce, and by operation of law and the facts alleged herein, Defendant also impliedly warranted to Plaintiff and the class members that the Products were accurately labeled in conformance with the law.

90. Defendant's breaches of warranty have caused Plaintiffs and class members to suffer injuries, paying for falsely labeled products, and entering into transactions they otherwise would not have entered into for the consideration paid. As a direct and proximate result of Defendant's breaches of warranty, Plaintiff and class members have suffered damages and continue to suffer damages, including economic damages in terms of the difference between the value of the product as promised and the value of the product as delivered.

91. As a result of Defendant's breach of these warranties, Plaintiff and class members are entitled to legal and equitable relief including damages, costs, attorneys' fees, rescission, and/or other relief as deemed appropriate, in an amount sufficient to compensate them for not receiving the benefit of their bargain.

**COUNT TWO: BREACH OF IMPLIED CONTRACT (IN THE ALTERNATIVE)**

92. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

93. By operation of law, there existed an implied contract for the sale of the Product between Defendant and Plaintiff and each class member who purchased the Product.

94. By operation of law, there existed an implied duty of good faith and fair dealing in each such contract.

95. By the acts alleged herein, Defendant has violated that duty of good faith and fair dealing, thereby breaching the implied contract between Defendant and each class member.

96. As a result of that breach, Plaintiff and each class member suffered damages.

**COUNT THREE: UNJUST ENRICHMENT**

97. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

98. Plaintiff pleads her claim for relief in the alternative to the contract claims set forth above.

99. Plaintiff and the class members have conferred substantial benefits on Defendant by purchasing the Product, and Defendant has knowingly and willfully accepted and enjoyed those benefits.

100. Defendant either knew or should have known that the payments rendered by Plaintiff and the class members were given and received with the expectation that the Product would be as represented and warranted. For Defendant to retain the benefit of the payments under these circumstances is inequitable.

101. Through deliberate misrepresentations or omissions in connection with the advertising, marketing, promotion, and sale of the Products, including the False Claims, Defendant reaped benefits, which result in Defendant wrongfully receiving profits.

102. Equity demands disgorgement of Defendant's ill-gotten gains. Defendant will be unjustly enriched unless Defendant is ordered to disgorge those profits for the benefit of Plaintiff and the class members.

103. As a direct and proximate result of Defendant's wrongful conduct and unjust enrichment, Plaintiffs and the class members are entitled to restitution from Defendant and institution of a



constructive trust disgorging all profits, benefits, and other compensation obtained by Defendant through this inequitable conduct.

### COUNTS RELATING TO THE MISSOURI SUBCLASS

#### **COUNT FOUR: VIOLATION OF THE MMPA – Misleading, False, and Deceptive Marketing**

104. Plaintiff hereby incorporates by reference and re-alleges each allegation set forth in each preceding paragraph of this Petition, as though fully set forth herein.

105. Defendant's acts complained of herein occurred in and emanated from the State of Missouri.

106. Plaintiff and all members of the Missouri Subclass are "persons" and the Product is "merchandise" as those terms are defined under the MMPA.

107. As set out in this Petition, Defendant's marketing of the Product constitutes deception, false pretense, misrepresentation, unfair practice, or, at a minimum, the concealment, suppression, or omission of a material fact in violation of the Missouri Merchandising Practices Act, Mo. Rev. Stat. chap. 407 ("MMPA"), in particular, Defendant marketed the Product by falsely claiming it contained an "protection" against white marks and by claiming that it is "invisible" and leaves "no white marks" on clothing when, in reality, it leaves white marks on clothing of almost every color.

108. As a result of Defendant's actions, consumers, including Plaintiff, were misled or deceived that the Product they were purchasing contained "protection" from marks, in comparison to the non-"Invisible" "Advanced Care" line of antiperspirants, that it was "invisible" and that it would leave "no white marks" on clothing.

109. Defendant's deceptive acts caused Plaintiff and the Missouri Subclass Members an ascertainable loss within the meaning of the MMPA. In particular, Plaintiff and the Missouri subclass paid for a Product that did not, in fact, live up to any of the claims made on the packaging or on Defendant's website: the Product leaves marks on clothing and is not, in any sense of the word,

“invisible;” the Product does not live up to the False Claims in any manner.

110. Due to Defendant’s illegal conduct, Plaintiffs are entitled to restitution of all funds improperly obtained by Defendants.

111. In addition, Defendant’s conduct as aforesaid was wanton, willful, outrageous, and in reckless indifference to the rights of Plaintiffs and others similarly situated and, therefore, warrants the imposition of punitive damages.

112. Plaintiffs have been forced to hire attorneys to enforce their rights under the MMPA.

**COUNT FIVE: INJUNCTIVE RELIEF**

113. Plaintiff hereby incorporates and adopts by reference each and every allegation set forth above.

114. Defendant continues to retain payment made by Plaintiff and other members of the Class for the Product that is the result of Defendant’s deceptive and misleading marketing in violation of the MMPA.

115. Applicable law, including R.S. Mo. § 407.025, permits the Court to enter injunctive relief to prevent Defendant’s continued violation of the law by continuing to falsely state that the Product contains “protection” against white marks and/or is “invisible” and/or leaves “no marks on 100 colors.”

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for an order certifying this action as a Nationwide class action, along with a Missouri subclass, and appointing Plaintiff Jamie Richards as Class and Subclass representative and her counsel as class counsel. Plaintiff requests that this court find that the Defendant is liable pursuant to the aforementioned nationwide claims; and/or violated the MMPA, and award Plaintiffs compensatory damages, restitution, attorneys’ fees, punitive damages, costs, and such further relief as the Court deems just.

Respectfully submitted,

**DANIEL F. HARVATH, ESQ.**

By: /s/ Daniel F. Harvath  
Daniel F. Harvath, #57599MO  
**HARVATH LAW GROUP, LLC**  
75 W. Lockwood, Suite #1  
Webster Groves, MO 63119  
(314) 550-3717  
dharvath@harvathlawgroup.com  
*Attorney for Plaintiff*

# EXHIBIT B



# Your Missouri Courts



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## 1922-CC10821 - JAMIE RICHARDS V CONOPCO INC (E-CASE)

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- [Parties & Attorneys](#)
- [Docket Entries](#)
- [Charges, Judgments & Sentences](#)
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Display Options:

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Ascending

- 07/22/2019  **Jury Trial Scheduled**  
 Scheduled For: 01/13/2020; 9:00 AM ; REX M BURLISON; City of St. Louis
- 07/09/2019  **[Summons Issued-Circuit](#)**  
 Document ID: 19-SMCC-14231, for CONOPCO INC.
- 07/08/2019  **Filing Info Sheet eFiling**  
 Filed By: DANIEL FRANCIS HARVATH

**[Pet Filed in Circuit Ct](#)**  
 PLAINTIFFS CLASS ACTION PETITION.  
 Filed By: DANIEL FRANCIS HARVATH  
 On Behalf Of: JAMIE RICHARDS
- Judge Assigned**



ST LOUIS COUNTY SHERIFF

IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: REX M BURLISON	Case Number: 1922-CC10821	Special Process Server 1
Plaintiff/Petitioner: JAMIE RICHARDS	Plaintiff's/Petitioner's Attorney/Address DANIEL FRANCIS HARVATH PO Bcx 440393 ST LOUIS, MO 63144	Special Process Server 2
		Special Process Server 3
Defendant/Respondent: CONOPCO INC	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	(Date File Stamp)
Nature of Suit: CC Pers Injury-Other		

Summons in Civil Case

The State of Missouri to: CONOPCO INC  
Alias: DBA UNILEVER

C T CORPORATION SYSTEM  
120 SOUTH CENTRAL AVENUE  
CLAYTON, MO 63105

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

July 9, 2019

*Thomas Hoepfinger*

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- delivering a copy of the summons and a copy of the petition to the defendant/respondent.
- leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
- (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).
- other: \_\_\_\_\_.

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public

Sheriff's Fees, if applicable

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ (\_\_\_\_\_ miles @ \$.\_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI

JAMIE RICHARDS,  
individually and on behalf of  
all other similarly situated ,

Plaintiff,

v.

CONOPCO, INC., d/b/a  
"UNILEVER,"  
DOES 1 through 10

Defendant,

)  
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Case No. 4:19-cv-2728

**ORIGINAL FILING FORM**

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY  
WHEN INITIATING A NEW CASE.**

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS  
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER \_\_\_\_\_  
AND ASSIGNED TO THE HONORABLE JUDGE \_\_\_\_\_.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY  
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS See Attachment \_\_\_\_\_ AND  
THAT CASE WAS ASSIGNED TO THE HONORABLE \_\_\_\_\_. THIS CASE MAY,  
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT  
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE  
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

**The undersigned affirms that the information provided above is true and correct.**

Date: October 8, 2019

/s/ James P. Muehlberger  
Signature of Filing Party

Related Cases

Been v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2703 – Judge Patricia L. Cohen

Been v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2704 – Judge Nannette A. Baker

Crepps v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2553 – Judge Catherine Perry

Crepps v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2554 – Judge Ronnie L. White

Crepps v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2723 -

Richards v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2556 – Judge Henry Edward Autrey

Richards v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2558 – Judge Stephen R. Clark

Richards v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2726 -



CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
Jamie Richards, individually and on behalf of all others similarly situated

DEFENDANTS
Conopco, Inc. d/b/a 'Unilever'

(b) County of Residence of First Listed Plaintiff St. Louis City
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Daniel F. Harvath
Harvath Law Group, LLC, 75 West Lockwood, Suite #1, Webster Grove,
Mo 63119; Telephone: (314) 550-3717; Fax: (314) 450-8156
Email: dharvath@harvathlawgroup.com

Attorneys (If Known) James P. Muehlberger, Douglas B. Maddock, Jr.
Shook, Hardy & Bacon L.L.P., 2555 Grand Blvd., Kansas City, MO
64108; Telephone: (816) 474-6550; Fax: (816) 421-5547
Email: jmuehlberger@shb.com; dmaddock@shb.com

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(a), (d) and 1441
Brief description of cause:
misleading or deceptive marketing of antiperspirant products

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

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

DATE October 8, 2019 SIGNATURE OF ATTORNEY OF RECORD /s/ James P. Muehlberger

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.

Related Cases

Been v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2703 – Judge Patricia L. Cohen

Been v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2704 – Judge Nannette A. Baker

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Crepps v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2723 -

Richards v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2556 – Judge Henry Edward Autrey

Richards v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2558 – Judge Stephen R. Clark

Richards v. Conopco, Inc. *et al.* – Case No. 4:19-cv-2726 -

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Dove 'Invisible Advanced Care' Antiperspirant Leaves White Marks, Class Action Claims](#)

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