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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 STACIE SOMERS, on behalf of
herself and all others similarly
13 situated,

14 Plaintiff,

15 v.

16
17 CROWN LABORATORIES, a
Tennessee company,

18
19 Defendant.

Case No. '21CV868 BAS DEB

CLASS ACTION COMPLAINT FOR:

1. VIOLATION OF THE UNFAIR COMPETITION LAW, Business and Professions Code §§ 17200 *et seq.*; and
2. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT, Civil Code §§ 1750 *et seq.*;

JURY TRIAL DEMANDED

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1 Plaintiff Stacie Somers, individually and on behalf of all others similarly
2 situated, through her undersigned attorneys, brings this Class Action Complaint
3 against Defendant Crown Laboratories on actual knowledge as to her own acts, and
4 on information and belief after due investigation as to all other allegations, as
5 follows:

6 **NATURE OF THE ACTION**

7 1. Defendant manufactures, markets, sells, and distributes sunscreen
8 products under its Blue Lizard brand. To obtain an unfair competitive advantage in
9 the billion-dollar sunscreen market and recognizing consumers' desire for healthy
10 and safe products without harmful chemicals, especially as it relates to products for
11 their children, Defendant markets the Products as "mineral-based" even though they
12 contain less desirable, harmful, chemical-based active ingredients.

13 2. The purported "mineral-based" products at issue include Kids Mineral-
14 Based Sunscreen SPF 30+ (5 oz Bottle); Kids Mineral-Based Sunscreen SPF 30+
15 (8.75 oz Bottle); Kids Mineral-Based Sunscreen SPF 50+ (5 oz Tube); Kids
16 Mineral-Based Sunscreen SPF 50+ (8.75 oz Bottle); Face Mineral-Based Sunscreen
17 SPF 30+ (3 oz Tube); Active Mineral-Based Sunscreen SPF 50+ (5 oz Tube);
18 Active Mineral-Based Sunscreen SPF 50+ (8.75 oz Bottle); Sport Mineral-Based
19 Sunscreen SPF 50+ (5 oz Bottle); and Sport Mineral-Based Sunscreen SPF 50+
20 (8.75 oz Bottle) (collectively, the "Products").¹

21 3. Contrary to the "mineral-based" representations on the front of each
22 and every Product label, each of the Products contains *chemical* active ingredients:
23 either Octisalate 5% or Octinoxate 5.5%. Octisalate is an organic compound formed
24 by the condensation of salicylic acid with 2-ethylhexanol that is a weak UVB filter
25 and must be used with other UV filters to provide adequate sun protection.

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27 ¹ Plaintiff reserves the right to add additional products upon completion of
28 discovery.

1 Octinoxate is an organic compound formed from methoxycinnamic acid and 2-
2 ethylhexanol that also filters out UVB rays and some studies have shown it gets
3 absorbed into the bloodstream and can cause reproductive problems in animals that
4 have been tested.

5 4. Mineral-based sunscreens have become increasingly popular in recent
6 years as consumers have prioritized safety and embraced a healthy lifestyle and as
7 consumers are becoming more educated about the potential harmful human and
8 environmental effects of using chemical-based sunscreens. Given their rise in
9 popularity and corresponding increase in demand, mineral sunscreen products
10 command a price premium over chemical sunscreen products.

11 5. Reasonable consumers, including Plaintiff, interpret “mineral-based”
12 representations to mean that a product is free of chemical active ingredients, much
13 in the same way that reasonable consumers understand that a product labeled “plant-
14 based” does not contain meat.

15 6. Thus, a mineral-based sunscreen should be just what it sounds like – a
16 sunscreen that uses minerals as its active ingredients. The Products, however, also
17 contain chemical active ingredients. Thus, Defendant’s mineral-based
18 representations are false, misleading, and reasonably likely to deceive consumers.
19 As a result, consumers – including Plaintiff and putative Class members – have been
20 injured by their purchases of the Products.

21 7. Plaintiff brings this action on behalf of herself and all other similarly
22 situated consumers who purchased the Products to halt the dissemination of this
23 false, misleading, and deceptive advertising message, correct the false and
24 misleading perception it has created in the minds of consumers, and obtain redress
25 for those who have purchased the Products. Based on violations of California’s
26 consumer fraud laws (detailed below), Plaintiff seeks injunctive and restitutionary
27 relief for consumers who purchased the Products.

28 //

1 **JURISDICTION AND VENUE**

2 8. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2).
3 The matter in controversy, exclusive of interest and costs, exceeds the sum or value
4 of \$5,000,000 and is a class action in which there are in excess of 100 class
5 members and some members of the Class are citizens of a state different from
6 Defendant.

7 9. This Court has personal jurisdiction over Defendant because Defendant
8 is authorized to conduct and does conduct business in California, including this
9 District. Defendant marketed, promoted, distributed, and sold the Products in
10 California, and Defendant has sufficient minimum contacts with this State and/or
11 sufficiently availed itself of the markets in this State through its promotion, sales,
12 distribution, and marketing within this State, including this District, to render the
13 exercise of jurisdiction by this Court permissible. In addition, the acts complained
14 of occurred in California, as Plaintiff read and relied upon Defendant’s false
15 representations and was injured by her purchase of the Products in California.

16 10. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(a) and (b)
17 because a substantial part of the events giving rise to Plaintiff’s claims occurred
18 while she resided in this judicial district. Venue is also proper under 18 U.S.C.
19 § 1965(a) because Defendant transacts substantial business in this District and the
20 acts complained of occurred in this judicial district, as Plaintiff read and relied upon
21 Defendant’s false representations and was injured by her purchases of Defendant’s
22 Products in this judicial district.

23 **PARTIES**

24 11. Plaintiff Stacie Somers resides in and is a citizen of San Diego,
25 California. On March 19, 2021, Plaintiff was exposed to, saw, and relied upon
26 Defendant’s “mineral-based” representations by reading the Kids Mineral-Based
27 Sunscreen SPF 30+ (8.75 oz Bottle) label. She purchased the Product on
28 Amazon.com in reliance on Defendant’s “mineral-based” representations and paid

1 approximately \$19.98 for the Product. At all relevant times, Plaintiff believed that
2 the Product’s sun protection was the result of mineral active ingredients. Plaintiff
3 continues to desire to purchase sunscreen products that provide sun protection
4 through mineral active ingredients, and she would purchase such a product
5 manufactured by Defendant. Indeed, Plaintiff regularly shops online, including at
6 Amazon.com, where Defendant’s Products are sold, but will be unable to trust that
7 Defendant is telling the truth about the mineral nature of its Products.

8 12. Defendant Crown Laboratories is a Tennessee company whose
9 principal place of business is located at 207 Mockingbird Lane, Johnson City, TN
10 37604. Defendant manufactures, distributes, markets, and sells the Products to
11 consumers nationwide, including in California.

12 **FACTUAL ALLEGATIONS**

13 **A. Chemical- vs. Mineral-Based Sunscreen Products**

14 13. There are two types of sunscreen products: chemical-based and
15 mineral-based. Chemical-based sunscreens contain various synthetic, chemical
16 active ingredients, such as Octisalate, Octocrylene, and Octinoxate, which protect
17 the skin by absorbing ultraviolet (“UV”) radiation and dissipating it as heat.²
18 Conversely, mineral-based sunscreens, also known as “physical” sunscreens, use
19 mineral active ingredients such as zinc oxide and/or titanium dioxide which cover
20 the skin and act as a physical barrier, deflecting and scattering UV radiation.

21 14. In recent years, consumers have become increasingly concerned about
22 using chemical-based sunscreens because chemical active ingredients have been
23 shown to have adverse health effects, including endocrine disruption, skin irritation,
24 allergic reactions, and the production of dangerous free radicals. One reason for
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26 _____
27 ² “Active” ingredients are those that produce the desired or intended result. In the
28 case of sunscreen products, active ingredients are what protect the skin from
harmful UV radiation.

1 these deleterious consequences is that chemical active ingredients in sunscreen can
2 penetrate a person's skin and enter the bloodstream.

3 15. As The Environmental Working Group, a nonprofit organization that
4 specializes in research and advocacy, reported:

5 Several common chemical filters appear to be endocrine disruptors.
6 Many studies in animals and cells have shown that the chemicals affect
7 reproduction and development by altering reproductive and thyroid
8 hormones, although the evidence is mixed for some studies (Krause
9 2012). Animal studies report lower sperm counts and sperm
10 abnormalities after oxybenzone and octinoxate exposure; delayed
11 puberty after octinoxate exposure; and altered estrous cycling for
12 female mice exposed to oxybenzone. Recently, Danish researchers
13 reported that eight of 13 chemical sunscreen ingredients allowed in the
14 U.S. affected calcium signaling of male sperm cells in laboratory tests,
15 which the researchers suggest could reduce male fertility (Endocrine
16 Society 2016).

17 <https://www.ewg.org/sunscreen/report/the-trouble-with-sunscreen-chemicals/>.

18 16. Consumers have also become increasingly concerned about the
19 negative environmental effects of chemical-based sunscreens, as the chemicals not
20 only harm humans, but other living organisms such as coral reefs and other marine
21 life. In fact, state lawmakers in Hawaii recently banned two chemical sunscreen
22 ingredients, Octinoxate (which is used in Defendant's Products) and Oxybenzone.
23 In explaining its decision to ban those ingredients, the Hawaii legislature stated:

24 Oxybenzone and octinoxate cause mortality in developing coral;
25 increase coral bleaching that indicates extreme stress, even at
26 temperatures below 87.8 degrees Fahrenheit; and cause genetic damage
27 to coral and other marine organisms. These chemicals have also been
28 shown to degrade corals' resiliency and ability to adjust to climate
change factors and inhibit recruitment of new corals. Furthermore,
oxybenzone and octinoxate appear to increase the probability of
endocrine disruption. Scientific studies show that both chemicals can
induce feminization in adult male fish and increase reproductive
diseases in marine invertebrate species (e.g., sea urchins), vertebrate
species (e.g., fish such as wrasses, eels, and parrotfish), and mammals
(in species similar to the Hawaiian monk seal). The chemicals also

1 induce deformities in the embryonic development of fish, sea urchins,
 2 coral, and shrimp and induce neurological behavioral changes in fish
 3 that threaten the continuity of fish populations. In addition, species that
 4 are listed on the federal Endangered Species Act and inhabit Hawaii's
 waters, including sea turtle species, marine mammals, and migratory
 birds, may be exposed to oxybenzone and octinoxate contamination.

5 <https://legiscan.com/HI/text/SB2571/2018>.

6 17. Consumers are justified in their concerns over the safety of chemical-
 7 based sunscreens. In February 2019, the U.S. Food and Drug Administration issued
 8 a proposed rule that would update regulatory requirements for most sunscreen
 9 products in the United States.³ In fashioning the proposed rule, the FDA determined
 10 that for 12 of the 16 currently marketed active ingredients in sunscreens, including
 11 the Octisalate and Octinoxate present in Defendant's Products, there is insufficient
 12 safety data to make a positive GRASE [Generally Recognized As Safe and
 13 Effective] determination, which is a designation that the FDA gives a substance
 14 when qualified experts consider it generally safe for its intended use.⁴ And all 12 of
 15 these questionable ingredients are *chemical* active ingredients.⁵ The FDA further
 16 noted that "[a] number of these [chemical] active ingredients have also shown
 17 hormonal effects in mammalian assays (homosalate (Refs. 86 to 92)) and padimate
 18 O (64 FR 27666 at 27671) and in in vitro and in vivo assays (homosalate (Refs. 86
 19 to 92), octinoxate (Refs. 93 and 94), and octocrylene (Ref. 95))."⁶

20 18. On the other hand, according to the FDA, the only two active
 21 ingredients for which there exists sufficient information to make a positive GRASE
 22

23
 24 ³ See <https://www.federalregister.gov/documents/2019/02/26/2019-03019/sunscreen-drug-products-for-over-the-counter-human-use>. See also
 25 [https://www.fda.gov/news-events/press-announcements/fda-advances-newproposed-](https://www.fda.gov/news-events/press-announcements/fda-advances-newproposed-regulation-make-sure-sunscreens-are-safe-and-effective)
 26 [regulation-make-sure-sunscreens-are-safe-and-effective](https://www.fda.gov/news-events/press-announcements/fda-advances-newproposed-regulation-make-sure-sunscreens-are-safe-and-effective).

27 ⁴ *Id.*

28 ⁵ *Id.*

1 determination were zinc oxide and titanium dioxide, both of which are minerals
2 used in sunscreens that are of mineral composition, rather than chemical
3 composition.⁷

4 19. Consequently, because of concerns about chemical-based sunscreens,
5 consumers have increasingly sought out mineral-based sunscreens, driving their
6 prices to premium levels, because they reasonably believe that mineral-based
7 sunscreens do not contain any chemical active ingredients, such as Octisalate and
8 Octinoxate. As a result, sales of mineral-based sunscreens have surged in recent
9 years. This is particularly true for consumers seeking safe sunscreens intended for
10 use on babies and children.

11 20. Defendant has expressly recognized consumers’ concerns about the
12 chemical active ingredients used in sunscreens, claiming on its Blue Lizard product
13 website that “We Love the Reef. Blue Lizard’s mineral sunscreens are made without
14 Oxybenzone or Octinoxate – two chemicals thought to contribute to the destruction
15 of our coral reefs.” <https://bluelizardsunscreen.com/>.

16 **B. The Products’ False, Misleading, and Deceptive Labeling**

17 21. Defendant manufactures, markets, sells, and distributes the Products
18 under its Blue Lizard brand. To obtain an unfair competitive advantage in the
19 billion-dollar sunscreen market, Defendant markets the Products as “mineral-based”
20 even though they contain less desirable, harmful, chemical-based active ingredients.

21 22. For example, a representative image of the Product Plaintiff purchased
22 is below:

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26 ⁶ <https://www.federalregister.gov/documents/2019/02/26/2019-03019/sunscreen-drug-products-for-over-the-counter-human-use>.

27 ⁷ *Id.*

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Representative copies of the Product labels are attached hereto as Exhibit “A.”

1 23. As demonstrated by the Product labels, Defendant prominently and
2 uniformly labels the front display panels of the Products – which every consumer is
3 exposed to – with the “mineral-based” representation.

4 24. Based on the “mineral-based” representations, reasonable consumers,
5 including Plaintiff, believe the Products contain only mineral active ingredients. Put
6 differently, Plaintiff and other reasonable consumers do not believe the Products
7 contain any synthetic chemical active ingredients. This understanding is reasonable
8 because nearly all other sunscreens on the market that are advertised as mineral or
9 mineral-based contain only mineral active ingredients. This includes other products
10 sold by Defendant under the Blue Lizard brand, such as Sensitive Face Mineral
11 Sunscreen SPF 30+ (1.7 oz Tube), Kids Mineral Sunscreen SPF 50+ (Stick), and
12 Active Mineral Sunscreen Spray SPF 50+ (5 oz). Further, even if consumers were
13 required to read the ingredients panel on the back of the label (which they are not,
14 *see Williams v. Gerber Products Co.*, 552 F.3d 934, 939 (9th Cir. 2008)), reasonable
15 consumers do not possess the knowledge of chemists and scientists such that they
16 cannot discern and the point of sale whether the listed ingredients are minerals or
17 chemicals. As it pertains to Defendant’s Products, it is not common knowledge that
18 Octisalate and Octinoxate are chemicals and not minerals.

19 25. Leading to even greater consumer confusion, the Products not only
20 contain the active chemical ingredients Octisalate or Octinoxate (banned in Hawaii),
21 but also contain the mineral active ingredients Titanium Dioxide and/or Zinc Oxide.
22 *See Exhibit A.*

23 26. Labeling the Products as “mineral-based” when they actually contain
24 chemical active ingredients is wholly misleading and deceptive.

25 27. By misleadingly and deceptively labeling the Products as described
26 herein, Defendant sought to take advantage of Plaintiff’s and other reasonable
27 consumers’ desire for pure mineral-based sunscreens and not chemical-based
28 sunscreens masquerading as “mineral-based” by the inclusion of some mineral

1 active ingredients along with the chemical active ingredients. True mineral-based
2 sunscreens generally contain a significantly higher percentage of mineral active
3 ingredients—often 20-24%—than the Products, and they do not contain any
4 chemical active ingredients.

5 28. Defendant has profited from its “mineral-based” misrepresentations at
6 the expense of unwitting consumers—many of whom seek to protect their babies
7 and children—and Defendant’s lawfully acting competitors, over whom Defendant
8 has an unfair competitive advantage. Furthermore, the cost of chemical active
9 ingredients is less than the cost of mineral active ingredients. Therefore, by using
10 cheaper chemical active ingredients in lieu of mineral active ingredients, on
11 information and belief, Defendant reduced its manufacturing costs and increased its
12 profits.

13 **CLASS ACTION ALLEGATIONS**

14 29. Plaintiff brings this action on behalf of herself and all other similarly
15 situated consumers pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and
16 23(b)(3) and seeks certification of the following Class:

17 **California-Only Class Action**

18 All California consumers who, within the applicable statute of
19 limitations period until the date notice is disseminated, purchased the
Products.

20 Excluded from the Class are Defendant and its officers, directors, and
21 employees, and those who purchased the Products for the purpose of
resale.

22 30. **Numerosity.** The members of the Class are so numerous that joinder
23 of all members is impracticable. Plaintiff is informed and believes that the proposed
24 Class contain thousands of purchasers of the Product who have been damaged by
25 Defendant’s conduct as alleged herein. The precise number of Class members is
26 unknown to Plaintiff.

27 31. **Existence and Predominance of Common Questions of Law and**
28 **Fact.** This action involves common questions of law and fact, which predominate

1 over any questions affecting individual Class members. These common legal and
2 factual questions include, but are not limited to, the following:

- 3 a. Whether Defendant’s mineral-based representations are false,
4 misleading, or objectively reasonably likely to deceive;
- 5 b. Whether the alleged conduct constitutes violations of the laws asserted;
- 6 c. Whether Defendant engaged in misleading and/or deceptive
7 advertising; and
- 8 d. Whether Plaintiff and Class members are entitled to appropriate
9 remedies, including restitution, corrective advertising, and injunctive
10 relief.

11 32. **Typicality.** Plaintiff’s claims are typical of the Class members’ claims
12 because, *inter alia*, all Class members were injured through the uniform misconduct
13 described above. Plaintiff is also advancing the same claims and legal theories on
14 behalf of herself and all Class members.

15 33. **Adequacy of Representation.** Plaintiff will fairly and adequately
16 protect the interests of Class members. Plaintiff has retained counsel experienced in
17 complex consumer class action litigation, and Plaintiff intends to prosecute this
18 action vigorously. Plaintiff has no adverse or antagonistic interests to those of the
19 Class.

20 34. **Superiority.** A class action is superior to all other available means for
21 the fair and efficient adjudication of this controversy. The damages or other
22 financial detriment suffered by individual Class members is relatively small
23 compared to the burden and expense that would be entailed by individual litigation
24 of their claims against Defendant. It would thus be virtually impossible for
25 members of the Class, on an individual basis, to obtain effective redress for the
26 wrongs done to them. Furthermore, even if Class members could afford such
27 individualized litigation, the court system could not. Individualized litigation would
28 create the danger of inconsistent or contradictory judgments arising from the same

1 set of facts. Individualized litigation would also increase the delay and expense to
2 all parties and the court system from the issues raised by this action. By contrast,
3 the class action device provides the benefits of adjudication of these issues in a
4 single proceeding, economies of scale, and comprehensive supervision by a single
5 court, and presents no unusual management difficulties under the circumstances
6 here.

7 35. Plaintiff seeks preliminary and permanent injunctive and equitable
8 relief on behalf of the entire Class, on grounds generally applicable to the entire
9 Class, to enjoin and prevent Defendant from engaging in the acts described and
10 requiring Defendant to provide full restitution to Plaintiff and Class members.

11 36. Unless a Class is certified, Defendant will retain monies received as a
12 result of its misconduct that were taken from Plaintiff and Class members.

13 37. Unless an injunction is issued, Defendant will continue to commit the
14 violations alleged, and the members of the Class and the general public will
15 continue to be deceived.

16 **COUNT I**

17 **Violation of California Business & Professions Code §§ 17200, *et seq.***

18 38. Plaintiff repeats and re-alleges the allegations contained in the
19 paragraphs above, as if fully set forth herein.

20 39. Plaintiff brings this claim individually and on behalf of the Class.

21 40. As alleged herein, Plaintiff has suffered injury in fact and lost money or
22 property at the time of purchase as a result of Defendant's conduct because she
23 purchased the Products in reliance on Defendant's mineral-based representations,
24 but purchased Products that actually contained chemical active ingredients.

25 41. The Unfair Competition Law, Business & Professions Code §§ 17200,
26 *et seq.* ("UCL") prohibits any "unlawful," "fraudulent," or "unfair" business act or
27 practice and any false or misleading advertising.

28

1 42. **Unlawful Business Practices:** In the course of conducting business,
2 Defendant committed “unlawful” business practices in violation of the UCL by,
3 making the mineral-based representations (which also constitute advertising within
4 the meaning of § 17200), and violating California Civil Code §§ 1572, 1573, 1709,
5 and 1711; the California Legal Remedies Act, California Civil Code §§ 1750, *et*
6 *seq.*; California Business & Professions Code §§ 17200, *et seq.* and 17500, *et seq.*,
7 and the common law.

8 43. Plaintiff reserves the right to allege other violations of law, which
9 constitute other unlawful business acts or practices. Such conduct is ongoing and
10 continues to this date.

11 44. **Unfair Business Practices:** In the course of conducting business,
12 Defendant committed “unfair” business acts or practices by, making the mineral-
13 based representations (which also constitute advertising within the meaning of
14 § 17200). There is no societal benefit from false advertising, only harm. While
15 Plaintiff and the public at large were and continue to be harmed, Defendant has been
16 unjustly enriched by its false, misleading, and/or deceptive representations as it
17 unfairly enticed Plaintiff and Class members to purchase the Products. Because the
18 utility of Defendant’s conduct (zero) is outweighed by the gravity of harm to
19 Plaintiff, consumers, and the competitive market, Defendant’s conduct is “unfair”
20 having offended an established public policy.

21 45. Defendant also engaged in immoral, unethical, oppressive, and
22 unscrupulous activities that are substantially injurious to the public at large.

23 46. There were reasonably available alternatives to further Defendant’s
24 legitimate business interests, other than the conduct described herein.

25 47. **Fraudulent Business Practices:** In the course of conducting business,
26 Defendant committed “fraudulent business act[s] or practices” and deceptive or
27 misleading advertising by making the mineral-based representations (which also
28 constitute advertising within the meaning of § 17200).

* * *

(7) Representing that [the Products are] of a particular standard, quality, or grade ... if [they are] of another.

57. Pursuant to California Civil Code § 1782(d), Plaintiff and the Class seek a Court Order declaring Defendant to be in violation of the CLRA, enjoining the above-described wrongful acts and practices of Defendant, and ordering restitution and disgorgement.

74. Pursuant to § 1782 of the CLRA, Plaintiff notified Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant’s intent to so act. A copy of the letter is attached hereto as **Exhibit “B.”**

75. If Defendant fails to rectify or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782 of the CLRA, Plaintiff will amend this Complaint to add claims for actual, punitive, and statutory damages as appropriate.

76. Pursuant to § 1780 (d) of the CLRA, attached hereto as **Exhibit “C”** is the affidavit showing that this action has been commenced in the proper forum.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims for which a jury is available.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and Class members, demand judgment against Defendant and requests the entry of:

- a. An order certifying the Class as requested herein;
- b. An order declaring that the conduct complained of herein violates the laws asserted;

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- c. An order requiring Defendant to undertake corrective action, and enjoining Defendant’s conduct;
- d. An order awarding restitution and disgorgement of Defendant’s revenues to Plaintiff and the proposed Class members;
- e. An order awarding attorneys’ fees and costs; and
- f. An order providing such other and further relief as this Court may deem just, equitable, or proper.

Dated: May 5, 2021

**BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.**

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Blue Lizard Sunscreen Falsely Labeled as 'Mineral-Based,' Class Action Alleges](#)
