

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.

INGRID ANGLIN and CHRISTINA NEW
LAND, Individually and on Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

EDGEWELL PERSONAL CARE
COMPANY, and EDGEWELL PERSONAL
CARE, LLC,

Defendants.

_____ /

**CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

Plaintiffs INGRID ANGLIN and CHRISTINA NEW LAND (“Plaintiffs”), by and through their attorneys, individually and on behalf of all others similarly situated, bring this Class Action Complaint (“Complaint”) against Defendants EDGEWELL PERSONAL CARE COMPANY, a Missouri corporation, and EDGEWELL PERSONAL CARE, LLC (collectively “Edgewell” or “Defendants”), and make the following allegations based upon knowledge as to themselves and their own acts, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. This is a class action brought by Plaintiffs individually and on behalf of all other individuals similarly situated who purchased or paid for the Banana Boat Sunscreen for Kids SPF 50 (the “Product”), a sunscreen product under the “Banana Boat” brand, marketed, advertised, and/or sold by Defendants during the applicable limitations period (the “Class Period”).

2. Defendants develop, manufacture, distribute, sell, and advertise the Product nationwide, including in Florida and in this District.

3. Sunscreen is a lotion, spray, gel or other topical product that absorbs or reflects some of the sun's ultraviolet ("UV") radiation and thus helps protect against sunburn.

4. The effectiveness of a sunscreen is determined by the Sun Protection Factor ("SPF"). The SPF rating system measures the fraction of the sunburn-producing UV rays that reach the skin. Generally, the higher the SPF rating, the more protection is offered.

5. Defendants advertise and claim on the Product that the Product provides a SPF of 50. Accordingly, only 1/50th of the UV rays of the sun should reach the skin past the sunscreen.

6. However, based on independent testing, the Product does not have a SPF of 50. Instead, the SPF has been found to be 8. Instead of 1/50th of UV rays reaching the skin through the sunscreen, 1/8th of UV rays reach the skin.

7. Customers like Plaintiffs have been deceived into buying the Product, or paying more for the Product than they would have otherwise paid, for a Product that does not provide the protection as advertised. Plaintiffs bring this class action alleging that Defendants' conduct, as described more fully herein, violates, among others, the Florida Deceptive and Unfair Trade Practices Act, and other various common law tort claims. Plaintiffs seek damages, restitution and/or disgorgement of Defendants' profits, and injunctive and declaratory relief on behalf of herself and similarly situated consumers.

PARTIES

8. Plaintiff Ingrid Anglin is an individual consumer over the age of eighteen. She is a resident of Broward County and is a citizen of Florida. She purchased the Product for her seven-year old son's use. Plaintiff Anglin paid approximately \$10 for the Product from a Target,

in Deerfield Beach, Florida. Plaintiff Anglin purchased the Product after having reviewed the Product's labeling that stated, among other things, that the Product provided a SPF of 50 and was "Broad Spectrum SPF 50". Plaintiff Anglin relied on Defendants' SPF labeling, understanding that this meant that the Product had a high SPF that would effectively block UV rays on her child. Plaintiff Anglin would not have purchased the Product at the price she had paid, or purchased it at all, had she known that the representation made concerning the SPF was materially false and misleading. Plaintiff makes claims for economic damage on behalf of herself and the Class.

9. Plaintiff Christina New Land is an individual consumer over the age of eighteen. She is a resident of Broward County and is a citizen of Florida. She purchased the Product for her six-year old twin daughters' use. Plaintiff New Land paid approximately \$13.99 for the Product from a Target, in Deerfield Beach, Florida. Plaintiff New Land purchased the Product after having reviewed the Product's labeling that stated, among other things, that the Product provided a SPF of 50 and was "Broad Spectrum SPF 50". Plaintiff New Land relied on Defendants' SPF labeling, understanding that this meant that the Product had a high SPF that would effectively block UV rays on her children. Plaintiff New Land would not have purchased the Product at the price she had paid, or purchased it at all, had she known that the representation made concerning the SPF was materially false and misleading. Plaintiff makes claims for economic damage on behalf of herself and the Class.

10. Defendant Edgewell Personal Care Company, formerly the Personal Care division of Energizer Holdings, Inc. ("Energizer"), is a Missouri corporation headquartered in Chesterfield, Missouri. It is one of the world's largest manufacturers and marketers of personal care products in the wet shave, sun and skin care, feminine care and infant care categories.

Edgewell has a portfolio of over 25 brands, including the “Banana Boat” brand, and a global footprint in more than 50 countries. Edgewell markets and sells the “Banana Boat” products, including the Product at issue. In fiscal year 2015, Edgewell had a gross profit of close to \$1.2 billion, with net sales in the sun and skin care products of \$403.6 million and a profit of \$71.5 million. Edgewell separated from Energizer in 2015.

11. Defendant Edgewell Personal Care, LLC, is Delaware-incorporated subsidiary of Edgewell Personal Care Company. Edgewell Personal Care, LLC, is foreign limited liability company with its principal place of business in Shelton, Connecticut.

12. Edgewell manufactures, distributes, advertises, labels and sells the Product in Florida and throughout the United States.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005, because the matter in controversy exceeds \$5,000,000, exclusive of interest and costs, and is a class action in which some members of the Class are citizens of different states than Defendants. *See* 28 U.S.C. § 1332(d)(2)(A). This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. This Court has personal jurisdiction over Defendants because Defendants are authorized to do business and does conduct business in Florida, have specifically marketed, advertised, and sold the Product in Florida, and have sufficient minimum contacts with this state and/or sufficiently avail itself of the markets of this state through the promotion, sales, and marketing within this state to render the exercise of jurisdiction by this Court permissible.

15. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 because Defendants do business in this District, have intentionally availed themselves of the laws and markets within this District through the promotion, marketing, distribution and sale of the Product in this District, and a significant portion of the facts and circumstances giving rise to Plaintiffs' Complaint occurred in or emanated from this District.

FACTUAL ALLEGATIONS

16. The sunlight that reaches us is made of two types of UV rays: long wave ultraviolet A (UVA) and short wave ultraviolet B (UVB). UVA rays, also called "aging rays," penetrate deep into the dermis, the skin's thickest layer, while UVB rays, also called "burning rays," usually burn the superficial layers of an individual's skin.¹ Among other things, excessive exposure to the sun's UV rays produces genetic mutations that can lead to skin cancer as well as skin aging and wrinkling.²

17. Sunscreen is a lotion, spray, gel or other topical product that absorbs or reflects some of the sun's UV radiation and thus helps protect against sunburn. The use of sunscreen aids in the prevention of skin cancer and has been shown to slow or temporarily prevent the development of wrinkles and sagging skin.

18. While sunscreens generally block UVB radiation, sunscreens with labels stating "multi spectrum," "broad spectrum," or "UVA/UVB protection" denote that a sunscreen will protect against both UVA and UVB radiation.³

¹ See "UVA & UVB," Skin Cancer Foundation (May 24, 2013), <http://www.skincancer.org/prevention/uva-and-uvb> (last visited June 30, 2016); see also "Sunscreen FAQs," American Academy of Dermatology, <https://www.aad.org/media/stats/prevention-and-care/sunscreen-faqs> (last visited June 30, 2016).

² *Id.*

³ *Id.*

19. The effectiveness of a sunscreen is determined by the SPF. The SPF rating is a measure of the fraction of sunburn-producing UV rays that reach the skin. It indicates how long it will take for UV rays to redden skin when using a sunscreen, compared to how long skin would take to redden without the product.⁴

20. A user can determine the effectiveness of a sunscreen by multiplying the SPF by the length of time it takes for him or her to suffer a burn without sunscreen. For example, a SPF rating of 50 means that 1/50th of the burning radiation will reach the skin. If a person develops a sunburn in 10 minutes when not wearing a sunscreen, the same person in the same intensity of sunlight will avoid sunburn for 500 minutes if wearing a sunscreen with a SPF of 50.

21. The American Academy of Dermatology recommends choosing a sunscreen that is at least SPF 30, which would block 97% of UVB rays.⁵

22. Defendants' Product is prominently labeled on the packaging that the Product provides a SPF of 50. Specifically, the Product has the number "50" on a red shield, and a red label that states "Broad Spectrum SPF 50." The Product further states that it provides "UVA/UVB Protection." And, on the back of the Product, the following statement is made:

Banana Boat Sunscreen for Kids SPF 50 is an ultra-gentle formula that is non-stinging to eyes and is clinically tested to be mild to kids' skin. This lotion contains Titanium Dioxide, recommended for children's sensitive skin for UVA/UVB protection from sunburn and skin damage. It is water resistant to keep up with active kids.

⁴ See "UVA & UVB."

⁵ See "Get the Best Sun Protection," Consumer Reports (May 17, 2016), <http://www.consumerreports.org/sunscreens/get-the-best-sun-protection/>; see also "How to select a sunscreen," American Academy of Dermatology, <https://www.aad.org/public/spot-skin-cancer/learn-about-skin-cancer/prevent/how-to-select-a-sunscreen> (last visited June 30, 2016).

23. Plaintiffs and consumers rely on Defendants' claims that the Product provides SPF of 50, which they reasonably interpret and understand to mean that the Product has a high SPF rating and protects against the sun's UV rays, especially for children.

24. However, the representations are untrue. Defendants' Product does not provide a SPF of 50. In independent laboratory testing conducted by Consumer Reports, the Product was revealed to only provide a SPF of 8.⁶ Accordingly, instead of 1/50th of the UV radiation reaching the skin as represented by Defendants, 1/8th reaches the skin. Using the measure of time indicated above - with an individual developing a sunburn in 10 minutes without applying sunscreen - the same individual would only avoid sunburn for only 80 minutes if wearing the Product instead of the 500 minutes the Product – labeled SPF 50 – was represented to provide.

25. Defendants are in a superior position to know the true character and quality of the Product and the true facts are not something that Plaintiffs and putative class members could, without reasonable diligence, have discovered independently prior to purchase.

26. Indeed, Plaintiffs and the Class purchased the Product with no reason to suspect or know that the Product contained less UV protection than Defendants otherwise advertised.

27. The facts not disclosed to Plaintiffs and the Class, specifically that the SPF rating in the Product is lower than it is advertised, are material facts in that a reasonable person would have considered them important in deciding whether or not to purchase (or pay the same price for) the Product.

28. Defendants misrepresented to consumers the Product's SPF for the purpose of inducing Plaintiffs and putative class members to act thereon.

⁶ Carina Storrs, "Many sunscreens contain lower SPF than labels claim, study finds," CNN.com (May 18, 2016, 5:40 PM ET), <http://www.cnn.com/2016/05/18/health/sunscreen-false-spf-claims-on-labels/>.

29. Plaintiffs and the putative class members justifiably acted upon, or relied upon to their detriment, the material facts as evidenced by their purchase of the Product. Had they known of the true character and quality the Product, Plaintiffs and the putative class members would not have purchased (or would have paid less for) such Product.

30. As a direct and proximate cause of Defendants' misconduct, Plaintiffs and the putative class members have suffered actual damages. Defendants' conduct has been and is malicious, wanton and/or reckless and/or shows a reckless indifference to the interests and rights of others.

31. Defendants continue to make this false and misleading labeling claims concerning the quality of their Product.

CLASS ACTION ALLEGATIONS

32. Plaintiffs bring this class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and a Nationwide class defined as (the "Class"):

All persons who, during the Class Period, who purchased and/or paid for the Banana Boat Sunscreen for Kids SPF 50.

33. Plaintiffs further bring this class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and members of the following class (the "Florida Subclass"):

All persons residing in Florida, during the Class Period, who purchased and/or paid for the Banana Boat Sunscreen for Kids SPF 50.

Excluded from the Class and Florida Subclass are: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which Defendants have a controlling interest, and

their current or former employees, officers, and directors; (3) counsel for Plaintiffs and Defendants; and (4) legal representatives, successors, or assigns of any such excluded persons.

34. The Class and Florida Subclass are so numerous that joinder of all members is impracticable. Though the exact number and identities of Class and Florida Subclass members are unknown at this time, Defendants' sales in fiscal year 2015 resulted in a gross profit of close to \$1.2 billion, with net sales in the sun and skin care products of \$403.6 million and a profit of \$71.5 million. Based on these figures, it appears that the membership of the Class and Florida Subclass is in the thousands, if not tens of thousands.

35. Common questions of law and fact exist as to all Class members. These common questions of law or fact predominate over any questions affecting only individual members of the Class. Common questions include, but are not limited to, the following:

- (a) Whether Defendants engaged in deceptive and unfair business and trade practices alleged herein;
- (b) Whether Defendants falsely and deceptively misrepresented in the advertisements and promotional materials, and other materials, that the Products had a SPF of 50;
- (c) Whether Defendants negligently misrepresented the true nature of the Product;
- (d) Whether Defendants intentionally misrepresented the true nature of the Product;
- (e) Whether Defendants were unjustly enriched by the false and deceptive misrepresentations;

- (f) Whether Defendants' conduct constituted a breach of applicable warranties;
- (g) Whether the Class has been injured by virtue of Defendants' unfair and/or deceptive business practices and conduct;
- (h) Whether Class members that purchased Defendants' Product suffered monetary damages and, if so, what is the measure of those damages; and
- (i) Whether the Class is entitled to injunctive relief.

36. Plaintiffs' claims are typical of the claims of the respective Class and Florida Subclass they seek to represent, in that the named Plaintiffs and all members of the proposed Class and Florida Subclass have suffered similar injuries as a result of the same practices alleged herein. Plaintiffs have no interests adverse to the interests of the other members of the Class and Florida Subclass.

37. Plaintiffs will fairly and adequately protect the interests of the Class and Florida Subclass, and have retained attorneys experienced in class actions and complex litigation as their counsel.

38. Plaintiffs and other members of the Class and Florida Subclass have suffered damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action, Defendants will retain substantial funds received as a result of the wrongdoing, and such unlawful and improper conduct shall, in large measure, not go remedied. Absent a class action, the members of the Class and Florida Subclass will not be able to effectively litigate these claims and will suffer further losses, as Defendants will be allowed to continue such conduct with impunity and retain the proceeds of the ill-gotten gains.

39. Plaintiffs aver that the prerequisites for class action treatment apply to this action and that questions of law or fact common to the Class and Florida Subclass predominate over any questions affecting only individual members and that class action treatment is superior to other available methods for the fair and efficient adjudication of the controversy which is the subject of this action. Plaintiffs further state that the interests of judicial economy will be served by concentrating litigation concerning these claims in this Court, and that the management of the Class and Florida Subclass will not be difficult.

CLAIMS FOR RELIEF

COUNT I

**(Violation of the Florida Deceptive and Unfair Trade Practices Act,
Fla. Stat §§ 501.201, *et seq.*)**

40. Plaintiffs repeat and reallege each and every allegation contained above, and incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

41. This cause of action is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”). Fla. Stat. §§ 501.201, *et seq.* The express purpose of the Act is to “protect the consuming public . . . from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).

42. The sale of the Product at issue in this action was a “consumer transaction” within the scope of the FDUTPA. Fla. Stat. §§ 501.201-501.213.

43. Plaintiffs are “consumers” as defined by the FDUTPA. Fla. Stat. § 501.203. Defendants’ Product is a “good” within the meaning of the FDUTPA. Defendants are engaged in trade or commerce within the meaning of the FDUTPA.

44. The FDUTPA declares as unlawful “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1).

45. The FDUPTA provides that “due consideration be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a)(1) of the Trade Commission Act.” Fla. Stat. § 501.204(2). Defendants’ unfair and deceptive practices are likely to mislead -- and have misled -- the consumer acting reasonably under the circumstances. Fla. Stat. § 500.04; 21 U.S.C. § 343.

46. Defendants have violated the Act by engaging in the unfair and deceptive practices described above, which offend public policies and are immoral, unethical, unscrupulous and substantially injurious to consumers. Specifically, Defendants have represented that the Product has a SPF rating of 50, when in fact, the Product only has a SPF of 8.

47. Plaintiffs and Class Members have been aggrieved by Defendants’ unfair and deceptive practices in that they purchased and used Defendants’ Product.

48. The damages suffered by Plaintiffs and the Class were directly and proximately caused by the deceptive, misleading and unfair practices of Defendants, as described above.

49. Plaintiffs and the Class seek a declaratory judgment and court order enjoining the above described wrongful acts and practices of Defendant. Fla. Stat. § 501.211(1).

50. Additionally, Plaintiffs and the Class make claims for actual damages, attorney’s fees and costs. Fla. Stat. §§ 501.2105, 501.211(2).

COUNT II
(Intentional Misrepresentation)

51. Plaintiffs repeat and reallege each and every allegation contained above, and incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

52. Defendants have intentionally represented that the Product had a SPF rating of 50, when in fact, the Product only had a SPF of 8.

53. Defendants knowingly and intentionally misrepresented a material fact about the Product to the public, including Plaintiffs, by advertising and other means. Defendants have intentionally misrepresented that the Product had a SPF rating of 50. Defendants knew that this representation would materially affect Plaintiffs' and Class Members' decisions to purchase the Product.

54. Defendants failed to disclose that the Product only had a SPF of 8, with the intention of inducing consumers to purchase the Product.

55. Plaintiffs and other reasonable consumers, including the Class members, relied on Defendant's representations set forth herein, and, in reliance thereon, purchased the Product.

56. The reliance by Plaintiffs and Class members was reasonable and justified in that Defendant appeared to be, and represented itself to be, a reputable business, and it sold the Product.

57. Plaintiffs would not have purchased the Product at the price they had paid, or purchased it at all, if they knew that Defendant's Product did not have the SPF rating as advertised.

58. As a direct and proximate result of the intentional misrepresentation alleged herein, Plaintiffs and Class members were induced to purchase Defendant's Product, and have suffered damages to be determined at trial in that, among other things, they have been deprived of the benefit of their bargain in that they bought the Product that was not what it was represented to be, and have spent money on the Product that had less value than was reflected in the purchase price they paid for the Product.

59. Plaintiffs and other members of the general public, in purchasing and using the Product as herein alleged, did rely on Defendants' above representations, all to their damage as alleged. In doing these things, Defendants are guilty of malice, oppression and fraud, and Plaintiffs and Members of the Class are, therefore, entitled to recover damages.

COUNT III
(Negligent Misrepresentation)

60. Plaintiffs repeat and reallege each and every allegation contained above, and incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

61. Defendants have negligently represented that the Product has a SPF rating of 50, when in fact, the Product only had a SPF of 8.

62. Through their advertising and other means, Defendants misrepresented the SPF rating on the Product. Defendants knew or should have known that this representation would materially affect Plaintiffs' and Class Members' decisions to purchase the Product.

63. Plaintiffs and other reasonable consumers, including the Class members, reasonably relied on Defendants' representations set forth herein, and, in reliance thereon, purchased the Product.

64. The reliance by Plaintiffs and Class members was reasonable and justified in that Defendants appeared to be, and represented themselves to be, a reputable business, and they sold the Product.

65. Plaintiffs would not have purchased the Product at the price they had paid, or purchased it at all, if they knew that Defendants' Product did not have the SPF rating as advertised.

66. As a direct and proximate result of this misrepresentation, Plaintiffs and Members of the Class were induced to purchase and use Defendants' Product, and have suffered damages

to be determined at trial in that, among other things, they have been deprived of the benefit of their bargain in that they bought the Product that was not what it was represented to be, and they have spent money on the Product that had less value than was reflected in the premium purchase price they paid for the Product.

COUNT IV
(Breach of Express Warranty)

67. Plaintiffs repeat and reallege each and every allegation contained above, and incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

68. Defendants sold the Product in the regular course of business. Plaintiffs and the Class purchased the Product.

69. In connection with the sale of the Product, Defendants issued express warranties that the Product had a SPF rating of 50. Plaintiffs and the Class were in privity of contract with Defendants as beneficiaries of the express warranties.

70. Defendants' affirmations and representations made to Plaintiffs and the Class on the Product's labeling became part of the basis of the bargain between Defendants on the one hand, and Plaintiffs and the Class on the other, thereby creating express warranties that the Product would conform to Defendants' affirmations of fact, representations, promises, and descriptions.

71. Defendants breached their express warranties because the Product is not, in fact, SPF 50, but had a SPF of 8.

72. As the manufacturer of the Product, Defendants had or should have had actual knowledge of the misrepresentation regarding the Product. The results of the independent laboratory tests revealed that the Product had a SPF of 8, which was made public prior to filing this Complaint.

73. Plaintiffs and the Class were injured as a direct and proximate result of Defendants' breach because they overpaid for the Product, which they would have not purchased or would have paid as much for if they had known the true facts that the Product did not have the characteristics, quality, or value as promised.

COUNT V
(Breach of Implied Warranty)

74. Plaintiffs repeat and reallege each and every allegation contained above, and incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

75. Defendants sold the Product in the regular course of business. Plaintiffs and the Class purchased the Product.

76. Defendants, as the manufacturers, distributors, and makers of the Product, by placing the Product into the stream of commerce, impliedly warranted that the Product was fit for its intended purpose and was of merchantable quality. Defendants did so with the intent to induce Plaintiffs and the Class to purchase the Product.

77. Defendants breached their implied warranties because the Product does not have the characteristics or benefits as promised, as described herein.

78. As the manufacturer of the Product, Defendants had or should have had actual knowledge of the misrepresentation regarding the Product. The results of the independent laboratory tests revealed that the Product had a SPF of 8, which was made public prior to filing this Complaint.

79. Plaintiffs and the Class were injured as a direct and proximate result of Defendants' breach because they overpaid for the Product, which they would have not purchased or would have paid as much for if they had known the true facts that the Product did not have the characteristics, quality, or value as promised.

COUNT VI
(Unjust enrichment)

80. Plaintiffs repeat and reallege each and every allegation contained above, and incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

81. Defendants represented that the Product has a SPF rating of 50, when in fact, the Product only had a SPF of 8.

82. Plaintiffs and Class Members conferred a benefit on Defendants by purchasing the Product.

83. Defendants accepted and retained the benefit in the amount of the profit they earned from sales of the Product to Plaintiffs and Class Members.

84. Defendants have profited from their unlawful, unfair, misleading, and deceptive practices and advertising at the expense of Plaintiffs and Class Members, under circumstances in which it would be unjust for Defendants to be permitted to retain the benefit.

85. Plaintiffs and Class Members do not have an adequate remedy at law against Defendants (in the alternative to other claims pleaded herein).

86. Plaintiffs and Class Members are entitled to restitution of the excess amount paid for the Product, over and above what they would have paid if Defendants adequately disclosed that the Product did not have the SPF as advertised.

87. Plaintiffs and Class Members are also entitled to disgorgement of the profit Defendants derived from the sales of the Product.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and on behalf of the Class and Florida Subclass, pray for relief as follows:

- A. For an Order certifying this case as a class action against Defendants and appointing Plaintiffs as Representatives of the Class and Florida Subclass;
- B. Awarding monetary and actual damages and/or restitution, as appropriate;
- C. Awarding punitive damages, as appropriate;
- D. Awarding declaratory and injunctive relief as permitted by law or equity to assure that the Class and Florida Subclass have an effective remedy, including enjoining Defendants from continuing the unlawful practices as set forth above;
- E. Prejudgment interest to the extent allowed by the law;
- F. Awarding all costs, including experts' fees and attorneys' fees, expenses and costs of prosecuting this action; and
- G. Such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiffs, individually and on behalf of all others similarly situated, demand a trial by jury on all issues so triable.

DATED: July 1, 2016

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