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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

CROWN LABORATORIES, a
Tennessee company,

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

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.
26

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 //

JURISDICTION AND VENUE

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

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

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

PARTIES

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

26 ² "Active" ingredients are those that produce the desired or intended result. In the
 27 case of sunscreen products, active ingredients are what protect the skin from
 28 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
 5 waters, including sea turtle species, marine mammals, and migratory
 6 birds, may be exposed to oxybenzone and octinoxate contamination.

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

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

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

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.*

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

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

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

B. The Products' False, Misleading, and Deceptive Labeling

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

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

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

⁷ *Id.*





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;

- 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.**

s/Patricia N. Syverson

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Attorneys for Plaintiff

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

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

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Bonnett, Fairbourn, Friedman & Balint, P.C.
600 W. Broadway, Suite 900, San Diego CA 92101
619-798-4593

DEFENDANTS

CROWN LABORATORIES, a Tennessee company

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'21CV868 BAS DEB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 USC § 1332

Brief description of cause:

To recover damages sustained as a result of Defendant's sale of Defendant's Blue Lizard Sunscreen 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

DOCKET NUMBER

DATE

May 5, 2021

SIGNATURE OF ATTORNEY OF RECORD

s/Patricia N. Syverson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

EXHIBIT A















Drug Facts		Made in USA
Active Ingredients		Purpose
Octinoxate 5.5%		Sunscreen
Zinc Oxide 8.0%		Sunscreen
Uses • Helps prevent sunburn and photodamage caused by UVA/UVB exposure • Higher SPF gives more sunburn protection • If used as directed with other sun protection measures (see Directions), decreases the risk of skin cancer and early skin aging caused by the sun		
Warnings		
<ul style="list-style-type: none"> • When using this product • Keep out of eyes. Rinse with water to remove • Stop use and ask a doctor if • Rash or irritation occurs • Do not use • On damaged or broken skin • If allergic to any ingredient • If swallowed, get medical help or contact a Poison Control Center 		
Directions • Shake well prior to use • Apply liberally to dry skin 15 minutes before sun exposure • For topical use only • Keep out of reach of children • Children under 6 months: ask a doctor • Sun Protection Measures: Spending time in the sun increases your risk of skin cancer and early skin aging. To decrease this risk, regularly use a sunscreen with a Broad Spectrum SPF value of 15 or higher and other sun protection measures including: • Limit time in the sun, especially from 10 a.m. – 2 p.m. • Wear long-sleeved shirts, pants, hats, and sunglasses. Reapply to dry skin: • At least every 2 hours • Use a water resistant sunscreen if swimming or sweating		
Other Information • Protect the product in this container from excessive heat and direct sun • May stain some fabrics		
Inactive Ingredients: Beeswax, C12-15 Alkyl Benzoate, C13-14 Isoparaffin, Caffeine, Camellia sinensis Leaf (Green Tea) Extract, Caprylyl Glycol, Chlorphenesin, Cyclomethicone, Hyaluronic Acid, Laureth-7, Lauryl PEG/PPG 18/18 Methicone, Phenoxyethanol, Polyacrylamide, Purified Water, and Tocopheryl Acetate (Vitamin E)		
Questions? Visit www.bluelizard.net or call 800.877.8869		
Crown Laboratories, Inc., Johnson City, TN 37604		P6138.09















