

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

JAKE HYLAND, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

WALGREEN CO.,

Defendant.

Case No. 1:23-cv-15668

CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

I. INTRODUCTION

1. Plaintiff Jake Hyland files this Complaint, individually and on behalf of all others similarly situated (individually, “Plaintiff,” and, together with all others similarly situated, “Plaintiffs”), against Walgreen Co. (“Defendant” or “Walgreens”) to seek redress for Defendant’s deceptive and unlawful practice of marketing its sunscreen products as “waterproof” when they are in fact not.

2. Consumers are increasingly aware of the risks associated with sun exposure and its effect on skin. Consumers often wear sunscreen in and around water and are attracted to sunscreens that can protect against the sun’s harmful ultraviolet (“UV”) rays in those types of environments.

3. Unfortunately, all sunscreens eventually wash off in the water, and thus there is no such thing as “waterproof” sunscreen. For that reason, the U.S. Food and Drug Administration has stated that any claim that a sunscreen is “waterproof” is *per se* false and misleading.

4. Defendant sells over three hundred types of sunscreens online and in its stores, including: (a) sunscreens sold under the “Walgreens” brand; and (b) sunscreens made by other manufacturers such as Banana Boat, Neutrogena, Hawaiian Tropic, Sun Bum, CeraVe, Eucerin, Blue Lizard, and La Roche-Posay.

5. Intending to profit from consumers’ desire to protect their skin from the sun’s harmful rays while in and around water, Defendant falsely markets many of its sunscreen products as “waterproof.” None of those products is in fact “waterproof.” Defendant’s marketing is, therefore, false, deceptive, and/or misleading.

6. Plaintiffs bring this action to stop Defendant’s misleading marketing practices and to recover overcharges paid by himself and members of the Classes (defined below).

II. JURISDICTION AND VENUE

7. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this action arises under the laws of the United States.

8. This Court also has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because: (a) there are at least 100 class members; (b) the matter in controversy exceeds \$5 million, exclusive of interest and costs; and (c) at least one plaintiff is a citizen of a different state than at least one defendant.

9. This Court has personal jurisdiction and venue over Defendant under 18 U.S.C. § 1965(a), (b) and (d).

10. In addition and/or in the alternative, Defendant has significant contacts with Illinois because it is headquartered in Illinois and it operates hundreds of brick and mortar stores in Illinois at which Defendant sells the sunscreens at issue, it operates a website (www.walgreens.com) accessible in Illinois, it targets the false and misleading “waterproof” advertisements at Illinois, it ships sunscreens purchased on its website to Illinois, and has derived substantial revenue from sales of sunscreen in Illinois through the purposeful direction of its activities to Illinois and purposeful availment of the protections of the laws of Illinois, such that personal jurisdiction would be proper in Illinois under traditional notions of fair play and substantial justice.

11. Venue is proper in this District under 28 U.S.C. § 1391(b) because Walgreens resides in this District, a substantial part of the events or omissions giving rise to the claims at issue occurred in this District, and Defendants are subject to the personal jurisdiction of this Court.

III. PARTIES

12. Plaintiff Jake Hyland is a resident of Clarendon Hills, Illinois. As described more

fully below, Plaintiff purchased sunscreen products from Defendant after seeing Defendant's advertisements falsely stating that the products were "waterproof."

13. Defendant Walgreen Co. is an Illinois corporation with its principal place of business in Illinois. Defendant sells sunscreen and other products in all states, including Illinois. Defendant falsely advertises its sunscreen products as "waterproof."

IV. FACTUAL ALLEGATIONS

A. SUN EXPOSURE AND SUNSCREEN

14. Sunlight travels to Earth as a mixture of both visible and invisible rays or waves. One such ray or wave is UV light.

15. Exposure to UV rays damages human skin cells.

16. Exposure to UV rays contributes to premature aging.

17. Exposure to UV rays contributes to the development of melanoma, a dangerous type of skin cancer, and can also alter a gene that suppresses tumors, raising the risk of sun-damaged skin cells developing into skin cancer.

18. The body cannot repair all of the damage done by UV exposure.

19. Damage from UV exposure is cumulative and builds up over a person's lifetime.

20. Sunscreen helps to protect users from harmful UV rays.

21. Sunscreen decreases the amount of UV a user is exposed to, and thus decreases the amount of damage caused to the user's skin cells.

B. DEFENDANT'S FALSE AND/OR MISLEADING SUNSCREEN MARKETING

22. In order to compete in a growing market of sunscreen products and sellers, Defendant advertises its sunscreen products as waterproof when in fact they are not. Defendant's "waterproof" advertisements are false, misleading, and deceptive.

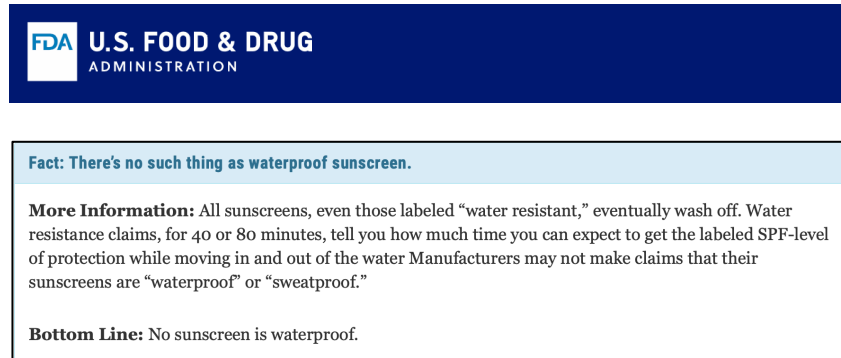
23. Defendant sells over three hundred types of sunscreens, including: (a) sunscreens sold under the “Walgreens” brand; and (b) sunscreens made by other manufacturers such as Banana Boat, Neutrogena, Hawaiian Tropic, Sun Bum, CeraVe, Eucerin, Blue Lizard, and La Roche-Posay.

24. Consumers often wear sunscreen in and around water and are attracted to sunscreens that can provide protection against the sun’s harmful UV rays while the user is in water.

25. There is no such thing as “waterproof” sunscreen.

26. All sunscreens wash off in the water.

27. According to the U.S. Food and Drug Administration, “[t]here’s no such thing as waterproof sunscreen,” “[n]o sunscreen is waterproof,” and any claim that a sunscreen is “waterproof” is false and/or misleading:¹



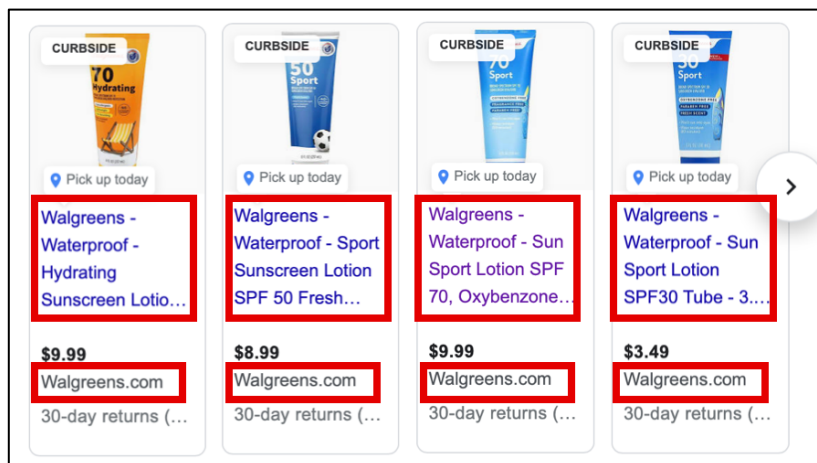
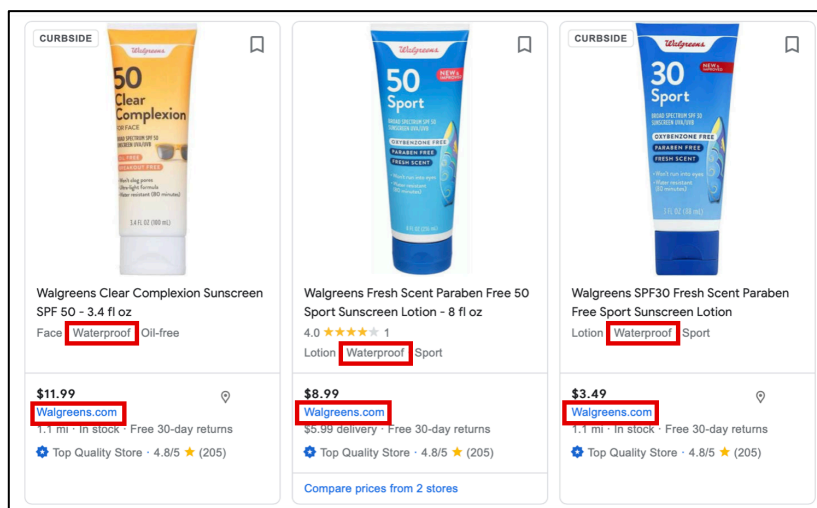
28. Claims that a sunscreen is “waterproof” are explicitly prohibited on sunscreen products by U.S. regulations because they are *per se misleading*. 21 C.F.R. § 201.327(g) (“*False and misleading claims*. There are claims that would be false and/or misleading on sunscreen products. These claims include but are not limited to the following: ‘Sunblock,’ ‘sweatproof,’ and ‘waterproof.’”).

¹ <https://www.fda.gov/news-events/rumor-control/facts-about-sunscreen> (last visited on November 2, 2023)

29. Defendant advertises its sunscreen products as “waterproof.”

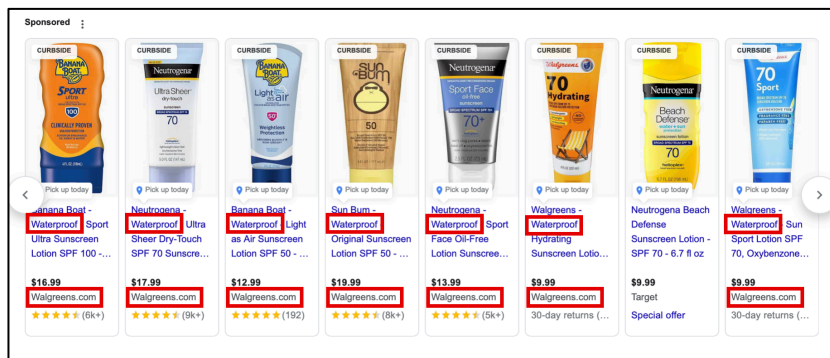
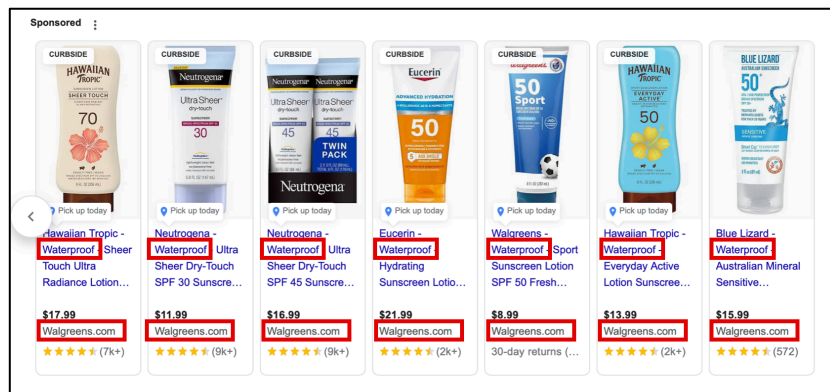
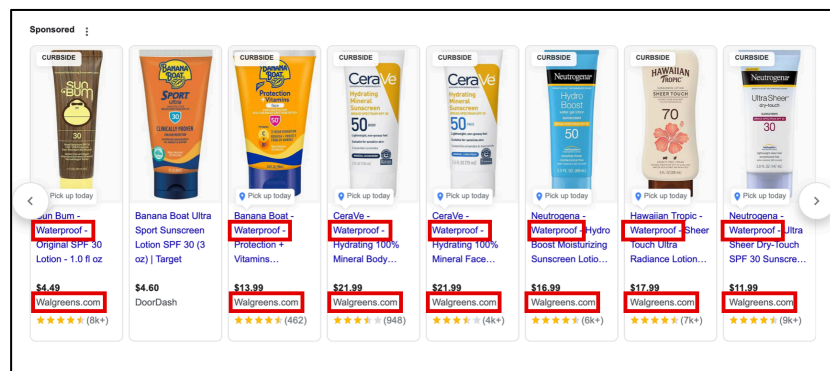
30. For example, Defendant advertises its through Google Ads. Advertisements placed on Google Ads appear, among other places, as “sponsored” links in Google search results. To create advertisements on Google Ads, Defendant (or its agent) creates “headlines” and “descriptions” to be displayed with the Google advertisements. Defendant (or its agent) created and ran Google advertisements with headlines and descriptions that falsely describe Defendant’s sunscreen products as “waterproof.”

31. Defendant’s advertisements falsely state that its “Walgreens” brand sunscreens are “waterproof,” including as follows:



In the above advertisements, the references to “Walgreens.com” indicates that Defendant placed the advertisements, and the false statements that the products are “waterproof” appear in the headlines and descriptions authored by Defendant (or its agent). The “Walgreens” brand sunscreens deceptively advertised as “waterproof” in this way are listed in **Exhibit A**.

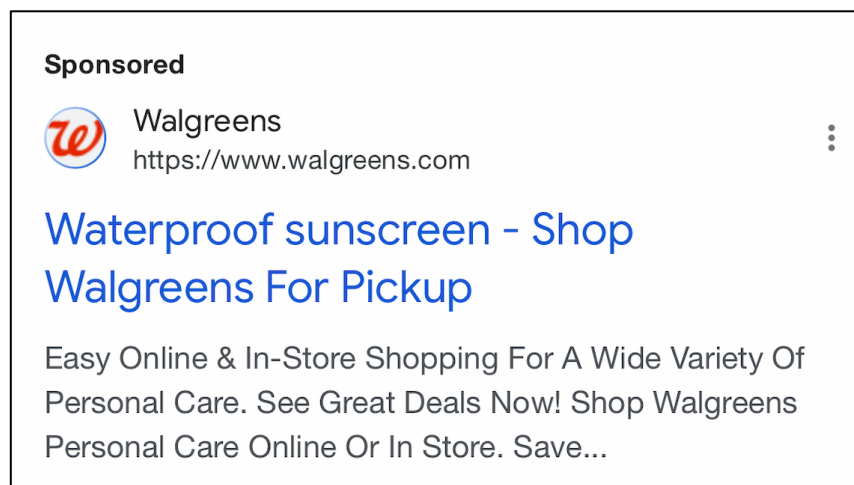
32. Defendant’s advertisements falsely state that the sunscreens it carries from other manufacturers—such as Banana Boat, Neutrogena, Hawaiian Tropic, Sun Bum, CeraVe, Eucerin, Blue Lizard, and La Roche-Posay—are “waterproof,” including as follows:

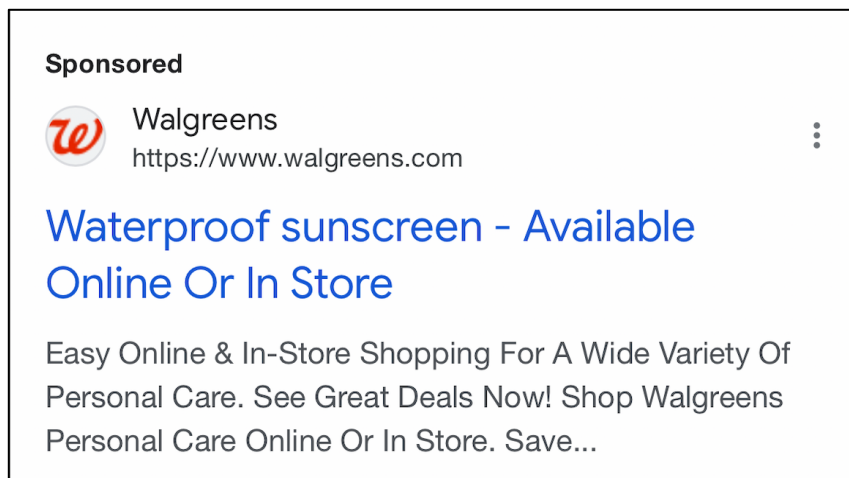


In the above advertisements, the references to “Walgreens.com” indicate that Defendant placed the advertisements, and the false statements that the products are “waterproof” appear in the headlines authored by Defendant (or its agent). The brand name sunscreens Defendant deceptively advertises as “waterproof” in this way are listed in **Exhibit B**.

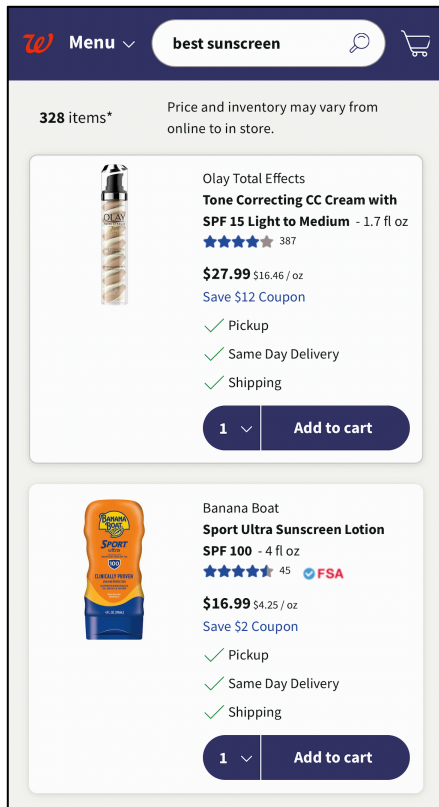
33. In addition to placing product-specific advertisements, Defendant also pays to place “sponsored” links to its website in the search results generated when consumers enter certain search terms (called “keywords”) into Google’s search engine.

34. Consumers may not know whether waterproof sunscreen exists and, accordingly, may run Google searches for “waterproof sunscreen” in search of such a product. Upon information and belief, Defendant paid to have “sponsored” links to its website appear when consumers search for the keywords “waterproof sunscreen” in Google’s search engine. Defendant (or its agent) has deceptively drafted the headline of the “sponsored” links to its website that appear when consumers search for the keywords “waterproof sunscreen” to make it appear as if “waterproof” sunscreen exists and Defendant offers “waterproof” sunscreen for sale. The below images are examples of “sponsored” links to Defendant’s website that Defendant paid Google to display when consumers search for “waterproof sunscreen”:





Thus, if a consumer is under the mistaken impression that “waterproof” sunscreen exists and enters a search for “waterproof sunscreen” on Google, Defendant capitalizes on that misconception by paying Google to serve that consumer a deceptive advertisement falsely stating that the consumer can “Shop Walgreens” for “Waterproof sunscreen,” both “Online Or In Store,” when in fact Defendant does not sell “waterproof” sunscreen because it does not exist. Worse, when consumers clicked on Defendant’s deceptive link, s/he was taken—without disclaimer or explanation—to a page of Defendant’s website displaying a list of 328 “best” sunscreens products. Each sunscreen on the list is displayed with a small thumbnail picture of the product, a short description of the product that does nothing to dispel the consumer’s belief that they are shopping for “waterproof” sunscreen, and a prominent button prompting the consumer to “Add to cart.” Below is an example of the page the consumer is taken to immediately after clicking on Defendant’s sponsored link to “shop Walgreens” for “waterproof sunscreen” “available online or in store”:



From here, the consumer can scroll through hundreds of sunscreen products, each available to be quickly added to the consumer’s cart and purchased without disclaimer that—notwithstanding that the link the consumer clicked on to arrive at the page promised “waterproof sunscreen”—none of the products thereafter displayed by Defendants were, in fact, waterproof. At no point during the consumer interaction—from (a) clicking on the link to “Shop Walgreens” for “Waterproof sunscreen” “Available Online Or In Store” to (b) scrolling through the list of products displayed by Defendants after a consumer clicks on that link, to (c) adding one of the sunscreens to the consumer’s cart, to (d) completing the purchase transaction—does Defendant tell the consumer that they are not in fact “shopping Walgreens” for “waterproof sunscreen.”

35. Defendant’s practice of paying Google to serve a “sponsored” link that states consumers can “shop Walgreens” for “waterproof sunscreen,” and then directing consumers who click on that link to a list of hundreds of sunscreens waiting to be quickly added to the consumer’s

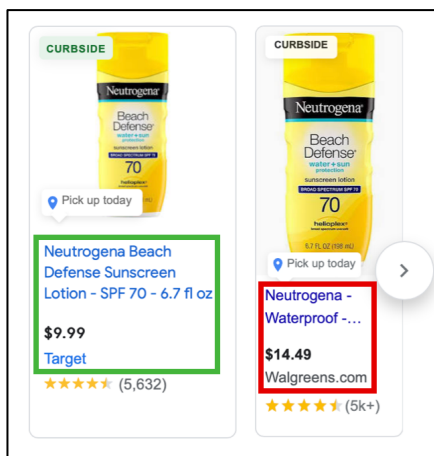
“cart” and purchased with no reference or disclaimer that the products are not, in fact, “waterproof,” misleadingly suggests that each of the sunscreens displayed by Defendant after the consumer clicks on the link are “waterproof,” when in fact they are not. The numerous sunscreens Defendant deceptively advertises as “waterproof” in this way are listed in **Exhibit C**.

36. The products identified in Exhibits A - C are collectively referred to as the “Products.”

37. Advertising and marketing drives Product sales.

38. Consumers are attracted to sunscreens that can provide protection against the sun’s harmful UV rays while the user is in water.

39. Upon information and belief, Defendant’s false advertisements that the Products it sells are “waterproof” allow Defendant to charge a premium over the price charged by other sellers who do not falsely advertise the product as “waterproof.” The following is an example of Defendant charging an approximately 50% premium over the price charged by another retailer for the same Product without the false “waterproof” advertising.



In the advertisement on the left, the reference to “Target” indicates that the advertisement was placed by the general merchandise retailer Target, the Product (Neutrogena Beach Defense SPF 70, 6.7oz) is not advertised as “waterproof,” and the price offered by Target is \$9.99. In the

advertisement on the right, the reference to “Walgreens.com” indicates that the advertisement was placed by Defendant, the same Product (Neutrogena Beach Defense SPF 70, 6.7oz) is falsely advertised as “waterproof,” and the price offered by Defendant is \$14.49, which is nearly 50% higher than the price charged by Target for the same product without the false “waterproof” advertising.

40. A reasonable consumer would interpret Defendant’s “waterproof” advertisements to mean that the Products are in fact waterproof and will not rinse off in the water. However, the Products are not waterproof and will rinse off in the water.

41. Defendant’s marketing of the Products is unlawful, false, misleading, and deceptive to consumers. The marketing deceives consumers by advertising that the Products are “waterproof” and will not wash off in the water, when in fact the Products are not waterproof and will wash off in the water. The claims are misleading to consumers, who rely on the claims made by Defendant and purchased the Products believing they were waterproof.

42. The market for sun protection products has an overall valuation of many billions of dollars.

43. Upon information and belief, Defendant is able to increase its sales of Products and retain more profits by falsely advertising its Products as waterproof, and Defendant falsely advertised the Products as “waterproof” to further its private interests of: (a) increasing its sales of the Products while decreasing competitors’ sales of Products and other sunscreens that are not unlawfully and misleadingly labeled; and/or (b) commanding a higher price for the Products because consumers will pay more for “waterproof” sunscreen than sunscreen that will wash off in the water.

44. Because Defendant knows that marketing and advertisements drive sales, and that

consumers rely on the statements made in advertisements, Defendant has an incentive to continue to make false and misleading statements that its Products are “waterproof.”

C. PLAINTIFF’S EXPERIENCE

45. Over the past 10 years, Plaintiff purchased several brands of sunscreen from Defendants—including Walgreens-brand sunscreen, Neutrogena, and CeraVe—after seeing Defendant’s advertisements marketing the products as “waterproof.”

46. Based on Defendant’s advertisement, Plaintiff believed that the products were “waterproof.”

47. Plaintiff wore the products, including in the water.

48. Because the products are not “waterproof,” and instead wash off in the water, Plaintiff was, on information and belief, exposed to more harmful UV rays than he would have been had the products in fact been “waterproof.” As described above, exposure to UV rays damage human skin cells, the body cannot repair all of the damage done by UV exposure, and thus damage from UV exposure is cumulative and builds up over a person’s lifetime.

49. At the time of his purchases, Plaintiff did not know that the products were not in fact “waterproof.”

50. Had Plaintiff known that the products were not “waterproof,” he would have paid less for the product, or not purchased it at all.

51. Plaintiff purchased the products because of Defendant’s misleading and deceptive advertising, and, as a result, did not receive the benefit of the bargain and/or paid more for the products than he would have paid but for Defendant’s misrepresentation.

52. Plaintiff regularly visits Defendant’s stores and website. Plaintiff continues to desire to purchase Products, including those marketed and sold by Defendant. If the products were

marketed without the false and/or misleading “waterproof” claims, Plaintiff would likely purchase the products again in the future.

V. CLASS ALLEGATIONS

53. Plaintiffs request certification pursuant to Fed. R. Civ. P 23(b)(2) and (b)(3) on behalf of two proposed classes defined as follows:

Nationwide Class: all persons in the United States who within the applicable statute of limitations period purchased a Product after seeing one or more of Defendant’s advertisements describing the Product as “waterproof.” Excluded from the Nationwide Class are (a) governmental entities, (b) any Judge to whom this case is assigned and his/her immediate family, and (c) Plaintiffs’ counsel.

Illinois Class: all persons in Illinois who within the applicable statute of limitations period purchased a Product after seeing one or more of Defendant’s advertisements describing the Product as “waterproof.” Excluded from the Illinois Class are (a) governmental entities, (b) any Judge to whom this case is assigned and his/her immediate family, and (c) Plaintiffs’ counsel.

54. The number of Class members is sufficiently numerous to make class action status the most practical method for Plaintiffs to secure redress for injuries sustained.

55. There are questions of law and fact raised by the named Plaintiff’s claims common to those raised by the Classes he seeks to represent. Those include:

- i. whether the Products are “waterproof”;
- ii. whether Defendant’s advertisements contained false, misleading and/or deceptive statements that the Products are “waterproof”;
- iii. whether Defendant’s conduct violated the consumer protection laws

identified in the Counts below;

- iv. whether Plaintiffs received the benefit of the bargain from Defendant;
- v. whether Plaintiffs overpaid for the Products; and
- vi. whether Defendant is liable for unjust enrichment.

56. Such common questions predominate over questions affecting only individual members of the Classes.

57. The violations of law and resulting harms alleged by the named Plaintiff are typical of the legal violations and harms suffered by all Class members. All such claims arise out of the same wrongful course of conduct engaged in by Defendant in violation of law as described herein. Further, the damages of each member of the Classes were caused directly by Defendant's wrongful conduct in violation of the law as alleged herein.

58. The Plaintiff Class representative will fairly and adequately protect the interests of the Plaintiff Class members. By prevailing on his own claims, Plaintiff will establish Defendant's liability to all Class members. Plaintiffs' counsel are unaware of any conflicts of interest between the Class representative and absent Class members with respect to the matters at issue in this litigation; the Class representative will vigorously prosecute the suit on behalf of the Classes; and the Class representative is represented by experienced counsel. Plaintiffs are represented by attorneys with substantial experience and expertise in complex and class action litigation.

59. Plaintiffs' attorneys have investigated the claims in this action and have committed sufficient resources to represent the Classes.

60. The maintenance of the action as a class action will be superior to other available methods of adjudication and will promote the convenient administration of justice. Moreover, the prosecution of separate actions by individual members of the Classes could result in inconsistent

or varying adjudications with respect to individual members of the Classes and/or Defendant.

61. Plaintiffs reserve the right to seek certification of Rule 23(c)(4) of common questions related to Defendant's knowledge, conduct, and duties.

VI. CAUSES OF ACTION

A. CLAIMS ASSERTED ON BEHALF OF THE NATIONWIDE CLASS

NATIONWIDE COUNT 1 – Fraud

62. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

63. Plaintiff brings this count under Illinois law, individually and on behalf of the other members of the Nationwide Class against Defendant.

64. Alternatively, Plaintiff brings this claim on behalf of himself and the Nationwide Class under the common law of fraud, as there are no true conflicts among the states' fraud laws.

65. For purposes of this count, members of the Nationwide Class shall be referred to as "Class Members."

66. Defendant is liable for fraud.

67. Defendant advertises its Products as waterproof when in fact they are not.

68. Defendant's waterproof sunscreen advertisements are material to the sale of the Products because a reasonable person would find it important in purchasing the Products and because it directly impacts the value of the Products purchased by Plaintiff and Class Members.

69. Defendant knows or believes its waterproof sunscreen advertisements for its Products to be false.

70. Defendant intended for Plaintiff and Class Members to rely on their false waterproof sunscreen advertisements—which they did by purchasing the Products at the prices

they paid believing that those Products were waterproof.

71. Plaintiff's and Class Members' reliance was reasonable because a reasonable consumer would not have expected that Defendant would make a false statement in connection with their Products' advertisements.

72. Through its false advertisements for its Products, Defendant intended to induce, and did induce, Plaintiff and Class Members to either purchase a sunscreen Product that they otherwise would not have purchased, or pay more for a sunscreen Product than they otherwise would have paid.

73. Had Plaintiff and Class Members known of Defendant's waterproof sunscreen advertisement was false, they would not have purchased the Products or would have paid less for them.

74. As a direct and proximate result of Defendant's false advertisements about its Products, Plaintiffs and other Class Members either overpaid for the Products or would not have purchased the Products at all if the falsehood had been disclosed to them. Accordingly, Defendant is liable to Plaintiff and Class Members for their damages in an amount to be proven at trial.

75. Defendant acted maliciously, oppressively, deliberately, with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members' rights and well-being; and to enrich themselves. Defendant's misconduct warrants an assessment of punitive damages, as permitted by law, in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

**NATIONWIDE COUNT 2 –
Negligent Misrepresentation**

76. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

77. Plaintiff brings this count under Illinois law, individually and on behalf of the other members of the Nationwide Class against Defendant.

78. Alternatively, Plaintiff brings this claim on behalf of himself and the Nationwide Class under the common law of negligent misrepresentation, as there are no true conflicts among the states' negligent misrepresentation laws.

79. Plaintiffs must prove the following for a negligent misrepresentation claim: (1) a false statement of a material fact; (2) defendant's knowledge that the statement was false; (3) defendant's intent that the statement induce plaintiffs to act; (4) plaintiff's reliance upon the truth of the statement; and (5) plaintiff's damages resulting from reliance on the statement.

80. As a seller of the sunscreen Products and a merchant, Defendant had a duty to give correct information to Plaintiff and Class Members regarding the truth and accuracy of the properties of the sunscreen Products. Defendant had sole possession and control of this information and had a duty to disclose it accurately to Plaintiff and Class Members.

81. Defendant represented that the sunscreen Products were waterproof, when in reality, they are not. Defendant knew, or should have known, that the sunscreen Products were not waterproof.

82. Defendant supplied the information that the sunscreen Products were waterproof, which was known by Defendant to be desired by Plaintiff and Class Members, to induce them to purchase the sunscreen Products. Defendant knew that making these representations would induce customers to purchase its Products over the Products of competitors.

83. The Plaintiff and Class Members relied upon Defendant's representations that the sunscreen Products were waterproof when purchasing the sunscreen Products. Further, this reliance was in fact to their detriment because Plaintiff and Class Members purchased sunscreen

Products that were not, in fact, waterproof.

84. Plaintiff and Class Members are entitled to all relief the Court deems proper as a result of Defendant's actions described herein.

85. Plaintiff and Class Members would not have purchased the Walgreens Products, or would have paid less for the Products, if the true facts had been known.

86. The negligent actions of Defendant caused damage to Plaintiff and Class Members, who are entitled to damages and other legal and equitable relief as a result.

**NATIONWIDE COUNT 3 –
Breach of Express Warranty**

87. Plaintiffs incorporate by reference and re-allege each of the preceding paragraphs, as though fully set forth herein.

88. Plaintiff brings this count under Illinois law, individually and on behalf of the other members of the Nationwide Class against the Defendant.

89. In connection with the sale of the sunscreen Product, Defendant, as the designer, manufacturer, marketer, distributor, and/or seller issued written warranties by representing that the sunscreen Product was sunscreen that was "waterproof."

90. As a direct and proximate cause of Defendant's breach of express warranty, Plaintiffs and the Class members have been injured and harmed because they would not have purchased the sunscreen Product on the same terms—or at all—if they knew that the sunscreen Product was not "waterproof."

91. Prior to the filing of this Complaint, on November 6, 2023, Defendant was served with a notice letter. Plaintiffs' counsel sent Defendant a letter advising them that they breached an express warranty and demanded that they cease and desist from such breaches and make full restitution by refunding the monies received therefrom.

**NATIONWIDE COUNT 4 –
Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.***

92. Plaintiffs incorporate by reference and re-allege each of the preceding paragraphs, as though fully set forth herein.

93. Plaintiff brings this count under the Magnuson-Moss Warranty Act, individually and on behalf of the other members of the Nationwide Class against the Defendant.

94. The Magnuson-Moss Warranty Act provides a federal remedy for consumers who have been damages by the failure of a supplier or warrantor to comply with any obligation under a written warranty, or other various obligations established under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*

95. The sunscreen Product is a “consumer product” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

96. Plaintiff and Class members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

97. Defendant is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301(4) & 2301(5).

98. Defendant represented in writing that the sunscreen Product was “waterproof.” These statements were made in connection with the sale of the sunscreen Products, relate to the nature of the sunscreen Products, and affirm and promise that the sunscreen Products are as represented, and as such are “written warranties” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6)(A).

99. Defendant breached its written warranties by selling consumers sunscreen Products that were not “waterproof.”

100. The sunscreen Products do not conform to Defendant’s written warranty and

therefore violate the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.* Consequently, Plaintiff and Class members have suffered injury and are entitled to damages in an amount to be proven at trial.

**NATIONWIDE COUNT 5 –
Unjust Enrichment**

101. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

102. Plaintiff brings this count under Illinois law, individually and on behalf of the other members of the Nationwide Class against the Defendant.

103. For purposes of this count, members of the Nationwide Class shall be referred to as “Class Members.”

104. When they purchased the Products, Plaintiff and Class Members conferred tangible and material economic benefits upon the Defendant, who readily accepted and retained these benefits.

105. Plaintiff and Class Members would not have purchased their Products, or would have paid less for them, had they known the waterproof sunscreen advertisements were false at the time of purchase. Therefore, Defendant profited from the sale of the Products to the detriment and expense of Plaintiff and Class Members.

106. The Defendant appreciated these economic benefits. These benefits were the expected result of the Defendant acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware that their Products were not waterproof, yet they misled the Plaintiff and Class Members regarding the nature and quality of the Products while profiting from this deception.

107. It would be unjust, inequitable, and unconscionable for the Defendant to retain

these benefits, including because they were procured as a result of their wrongful conduct alleged above.

108. Plaintiff and Class Members are entitled to restitution of the benefits the Defendant unjustly retained and/or any amounts necessary to return Plaintiff and Class Members to the position they occupied prior to dealing with the Defendant, with such amounts to be determined at trial.

109. Plaintiffs plead this claim separately as well as in the alternative to their claims for damages under Fed. R. Civ. P. 8(a)(3), because if the Court dismisses Plaintiffs' claims for damages enters judgment on them in favor of the Defendant, Plaintiffs will have no adequate legal remedy.

B. CLAIMS ASSERTED ON BEHALF OF THE STATE CONSUMER CLASS

STATE COUNT 1 –

Violation of the Illinois Uniform Deceptive Trade Practices Act (815 Ill. Comp. Stat. 510/1, *et seq.*).

110. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

111. The Illinois Plaintiffs bring this count under Illinois law, individually and on behalf of the other members of the Illinois class against the Defendant for their respective Products.

112. For purposes of this count, members of the Illinois Class shall be referred to as "Class Members."

113. The Illinois Uniform Deceptive Trade Practices Act ("Illinois UDTPA") prohibits unfair or deceptive trade practices in the course of a business, vocation, or occupation. 815 ILCS 510/2(a).

114. In the course of their business, Defendant, through their agents, employees, and/or

subsidiaries, violated the UDTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding their Products, as detailed above.

115. By misrepresenting the Products as waterproof, Defendant engaged in one or more of the following unfair or deceptive business practices prohibited by 815 ILCS 510/2(a):

- a. Representing that the Products had a characteristic that they did not actually have—i.e., that the Products were waterproof, when, in fact, they were not;
- b. Representing that the Products were of a particular quality, grade, or standard when, in fact, they were not of that quality, grade, or standard;
- c. Advertising the Products with the intent not to sell them as advertised, *i.e.*, that the Products were waterproof, when, in fact, they were not; and
- d. Engaging in other conduct which similarly creates a likelihood of confusion or misunderstanding.

815 ILCS 510/2(a)(5), (7), (9), and (12)

116. Defendant's unfair or deceptive acts or practices, including their misrepresentations of material facts, were designed to mislead and had a tendency or capacity to mislead and create a false impression in consumers that the Products were waterproof. Indeed, those misrepresentations of material facts did in fact deceive reasonable consumers, including Plaintiff and Class Members, about the Products, the quality of the Products, and the true value of the Products.

117. Defendant intended for Plaintiff and Class Members to rely on their misrepresentations—which they did by purchasing the Products at the prices they paid believing that their Products would be waterproof.

118. Defendant's misrepresentations of material facts regarding the Products and true characteristics of the Products were material to the decisions of Plaintiff and Class Members to

purchase the Products, as Defendant intended. Plaintiff and Class Members were exposed to those misrepresentations of material facts and relied on Defendant's misrepresentations that the Products were waterproof in deciding to purchase the Products.

119. Plaintiffs' and Class Members' reliance was reasonable because they believed Defendant would be truthful in their advertisements.

120. Had they known the truth about Products not being waterproof, Plaintiff and Class Members would not have purchased the Products, or would have paid significantly less for them.

121. As a direct and proximate result of Defendant's deceptive practices, Plaintiff and Class Members have sustained economic injury and loss—either by purchasing a sunscreen Product they otherwise would not have purchased or paying more than they otherwise would have as a result of Defendant's actions and omissions alleged above—that first occurred at the time each sunscreen Product was purchased.

122. Defendant's violations present a continuing risk to Plaintiff and Class Members, as well as to the general public, because the Products are not waterproof as advertised. Defendant's unlawful acts and practices complained of herein affect the public interest.

123. Pursuant to 815 ILCS 510/3, Plaintiff and Class Members seek an order enjoining Defendant's unfair and/or deceptive acts or practices, any such orders or judgments as may be necessary to restore to them any money acquired by their unfair or deceptive acts or practices, including restitution and/or restitutionary disgorgement, and any other just and proper relief available under the Illinois UDTPA.

124. Plaintiffs plead this claim separately as well as in the alternative to their claims for damages under Fed. R. Civ. P. 8(a)(3), because if the Court dismisses Plaintiffs' claims for damages or enters judgment on them in favor of Defendant, Plaintiffs will have no adequate legal

remedy.

**STATE COUNT 2 –
Violations of Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1, *et seq.*).**

125. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

126. The Illinois Plaintiffs bring this count under Illinois law, individually and on behalf of the other members of the Illinois Class against the Defendant.

127. For purposes of this count, members of the Illinois Class shall be referred to as “Class Members.”

128. Defendant, Plaintiff, and the Class Members are “persons” within the meaning of 815 ILCS 505/1(c).

129. The Plaintiff and Class Members are “consumers” within the meaning of 815 ILCS 505/1(e).

130. The Products are “merchandise” within the meaning of 815 ILCS 505/1(b).

131. Defendant was and is engaged in “trade” and “commerce” within the meaning of 815 ILCS 505/1(f).

132. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois CFA”) prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices[.]” 815 ILCS 505/2.

133. Defendant’s violations of the Illinois CFA occurred repeatedly in their trade or practice—including the sale of the Products.

134. Defendant, through their agents, employees, and/or subsidiaries, violated the Illinois CFA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing

to disclose material facts regarding the Products, as detailed above.

135. Defendant had an ongoing duty to Plaintiff and Class Members to refrain from unfair or deceptive practices under the Illinois CFA in the course of their business. Specifically, Defendant owed Plaintiff and Class Members a duty to not disseminate false or deceptive or misleading advertising.

136. By misrepresenting the Products as waterproof, Defendant engaged unfair or deceptive business practices prohibited by the 815 ILCS 505/2, including the use or employment of deception and fraud, and/or the misrepresentation of material facts, and engaging in conduct which creates a likelihood of confusion or misunderstanding.

137. Defendant's unfair or deceptive acts or practices, including their misrepresentations, concealments, omissions, and/or suppressions of material facts, were designed to mislead and had a tendency or capacity to mislead and create a false impression in consumers that the Products were waterproof. Indeed, those misrepresentations of material facts did in fact deceive reasonable consumers, including Plaintiff and Class Members, about the Products, the quality of the Products, and the true value of the Products.

138. Defendant intended for Plaintiff and Class Members to rely on their misrepresentations—which they did by purchasing the Products at the prices they paid believing that their Products were waterproof.

139. Defendant's misrepresentations of material facts regarding the Products and true characteristics of the Products were material to the decisions of Plaintiff and Class Members to purchase the Products, as Defendant intended. Plaintiff and Class Members were exposed to those misrepresentations of material facts, and relied on Defendant's misrepresentations that the Products were waterproof in deciding to purchase the Products.

140. Plaintiffs' and Class Members' reliance was reasonable because they believed Defendant would be truthful in their advertisements.

141. Plaintiff and Class Members did not, and could not, unravel Defendant's deception on their own.

142. Had they known the truth about the Products, Plaintiff and Class Members would not have purchased the Products, or would have paid significantly less for them.

143. As a direct and proximate result of Defendant's deceptive practices, Plaintiff and Class Members have sustained economic injury and loss—either by purchasing a sunscreen Product they otherwise would not have purchased or paying more than they otherwise would have as a result of Defendant's actions and omissions alleged above—that first occurred at the time each sunscreen Product was purchased.

144. Defendant's violations present a continuing risk to Plaintiff and Class Members, as well as to the general public, because the Products are not waterproof. Defendant's unlawful acts and practices complained of herein affect the public interest.

145. Pursuant to 815 ILCS 505/10a, Plaintiff and Class Members seek an order enjoining Defendant's unfair or deceptive acts or practices and awarding actual damages, treble damages, restitution, attorneys' fees, and any other just and proper relief available under the Illinois CFA.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for a judgment:

- A. Certifying the Classes as requested herein;
- B. Issuing an order declaring that Defendant have engaged in unlawful, unfair, and deceptive acts and practices in violation of the consumer fraud laws in the certified states;

- C. Enjoining Defendant's conduct and ordering Defendant to engage in a corrective advertising campaign;
- D. Awarding the Classes damages, including statutory and punitive damages, and interest thereon;
- E. Awarding disgorgement and restitution of Defendant's ill-gotten revenues to Plaintiffs and the Classes;
- F. Awarding attorneys' fees and costs; and
- G. Providing such further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

Dated: November 6, 2023

DWOSKIN WASDIN LLP

s/ Eric Dvoskin

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Attorney for Plaintiff and the putative Class

Exhibit A
“Walgreens” Brand Sunscreens Defendant Advertised As “Waterproof” As Described In Paragraph 31.

- 1) Walgreens SPF 50 Clear Complexion Face Sunscreen Lotion
- 2) Walgreens SPF 70 Hydrating Sunscreen Lotion
- 3) Walgreens SPF 50 Hydrating Sunscreen Lotion
- 4) Walgreens SPF 70 Sport Sunscreen Lotion
- 5) Walgreens SPF 50 Sport Sunscreen Lotion
- 6) Walgreens SPF 30 Sport Sunscreen Lotion

Exhibit B

Brand Name Sunscreens Defendant Advertised As “Waterproof” As Described In Paragraph 32.

- 1) Banana Boat Light as air Sunscreen Lotion SPF 50
- 2) Banana Boat Protection + Vitamin Sunscreen Lotion SPF 50
- 3) Banana Boat Sport Ultra Sunscreen Lotion SPF 100
- 4) Banana Boat Sport Ultra Sunscreen Lotion SPF 50
- 5) Banana Boat Sport Ultra Sunscreen Spray SPF 100
- 6) Blue Lizard Australian Sunscreen Sensitive SPF 50
- 7) CeraVe Hydrating Mineral Sunscreen Body SPF 50
- 8) CeraVe Hydrating Mineral Sunscreen Face SPF 50
- 9) Coppertone Sport Mineral Sunscreen SPF 50
- 10) Coppertone Sport Sunscreen Lotion SPF 30
- 11) Coppertone Sport Sunscreen Lotion SPF 70
- 12) Eucerin Advanced Hydration Sunscreen Lotion SPF 50
- 13) Hawaiian Tropic Everyday Active Sunscreen Lotion SPF 50
- 14) Hawaiian Tropic Everyday Active Sunscreen Lotion SPF 70
- 15) Hawaiian Tropic Sheer Touch Sunscreen Lotion SPF 70
- 16) La Roche-Posay Anthelios Clear Skin Sunscreen SPF 60
- 17) La Roche-Posay Anthelios Melt-In Milk Sunscreen SPF 60
- 18) Neutrogena Beach Defense Sunscreen Lotion SPF 70
- 19) Neutrogena Hydroboost Moisturizing Sunscreen Lotion SPF 50
- 20) Neutrogena Sport Face Sunscreen Lotion SPF 70+
- 21) Neutrogena Ultra Sheer dry-touch Sunscreen SPF 30
- 22) Neutrogena Ultra Sheer dry-touch Sunscreen SPF 45
- 23) Neutrogena Ultra Sheer dry-touch Sunscreen SPF 70
- 24) Sun Bum Original Sunscreen Lotion SPF 30
- 25) Sun Bum Original Sunscreen Lotion SPF 50
- 26) Sun Bum Original Sunscreen Lotion SPF 70
- 27) Vanicream Sunscreen Broad Spectrum SPF 50

Exhibit C

Sunscreens Defendant Marketed As “Waterproof” As Described In Paragraphs 34-35.

- 1) Aveeno Positively Mineral Sensitive Skin Sunscreen Stick, SPF 50
- 2) Aveeno Protect + Hydrate Sunscreen Lotion SPF 60
- 3) Aveeno Protect + Soothe Mineral Sunscreen Lotion SPF 30
- 4) Avene Solaire UV Mineral Multi-Defense Sunscreen Fluid SPF 50+
- 5) Baby Bum Mineral Sunscreen Face Stick SPF 50
- 6) Baby Bum Mineral Sunscreen Lotion SPF 50
- 7) Banana Boat Baby Mineral Enriched Sunscreen Finger Pump Spray, SPF 50+
- 8) Banana Boat Baby Mineral Enriched Sunscreen Spray, SPF 50+
- 9) Banana Boat Dry Oil Clear Sunscreen Spray SPF 15
- 10) Banana Boat Dry Oil Clear Sunscreen Spray SPF 25
- 11) Banana Boat Kids Max Protect & Play Clear Sunscreen Spray SPF 100
- 12) Banana Boat Kids Mineral Sunscreen Spray SPF 50
- 13) Banana Boat Kids Roll-On Sunscreen Lotion SPF 60+
- 14) Banana Boat Kids Sport Clear Sunscreen Spray SPF 50
- 15) Banana Boat Kids Sport Sunscreen Stick SPF 50
- 16) Banana Boat Kids Sport Ultramist Sunscreen SPF 50
- 17) Banana Boat Light as Air Face Sunscreen Lotion SPF 50
- 18) Banana Boat Light as Air Sunscreen Lotion SPF 50
- 19) Banana Boat Light as Air Sunscreen Spray SPF 50
- 20) Banana Boat Lip Balm Sunscreen SPF 45
- 21) Banana Boat Mineral Enriched Sunscreen Spray SPF 50+
- 22) Banana Boat Protection + Vitamins Face Sunscreen Lotion SPF 50
- 23) Banana Boat Protection + Vitamins Sunscreen Lotion SPF 30
- 24) Banana Boat Protection + Vitamins Sunscreen Lotion SPF 50
- 25) Banana Boat Protection + Vitamins Sunscreen Spray SPF 30
- 26) Banana Boat Protection + Vitamins Sunscreen Spray SPF 50
- 27) Banana Boat Sensitive 100% Mineral Face Sunscreen Lotion SPF 50+
- 28) Banana Boat Sport Cool Zone Sunscreen Spray SPF 30
- 29) Banana Boat Sport Cool Zone Sunscreen Spray SPF 50
- 30) Banana Boat Sport Mineral Sunscreen Spray SPF 30
- 31) Banana Boat Sport Mineral Sunscreen Spray SPF 50
- 32) Banana Boat Sport Performance Broad Spectrum Sunscreen Lotion SPF 30
- 33) Banana Boat Sport Ultra Clear Sunscreen Spray SPF 100
- 34) Banana Boat Sport Ultra Clear Sunscreen Spray SPF 15
- 35) Banana Boat Sport Ultra Clear Sunscreen Spray SPF 30
- 36) Banana Boat Sport Ultra Clear Sunscreen Spray SPF 50
- 37) Banana Boat Sport Ultra Sunscreen Lotion SPF 100

- 38) Banana Boat Sport Ultra Sunscreen Lotion SPF 50
- 39) Banana Boat Sport Ultra Sunscreen Lotion SPF 50
- 40) Banana Boat Sport Ultra Sunscreen Lotion SPF 65
- 41) Banana Boat Sport Ultra Sunscreen Spray SPF 65
- 42) Banana Boat Sport Ultra Sunscreen Stick SPF 50+
- 43) Black Girl Sunscreen Kids SPF 50
- 44) Black Girl Sunscreen SPF 30
- 45) Bliss Block Start Daily Sunscreen Mineral SPF 30
- 46) Bliss Mineral Daily Sunscreen Lavender
- 47) Blue Lizard Australian Mineral Sensitive Sunscreen Lotion SPF 50+
- 48) Blue Lizard Sensitive Mineral Sunscreen Lotion SPF 50+
- 49) Burt's Bees Renewal Firming Day Lotion with Bakuchiol SPF 30 Sunscreen
- 50) CeraVe AM Face Moisturizer SPF 30, Oil Free Cream w/ Sunscreen
- 51) CeraVe AM Face Moisturizer SPF 30, Oil Free w/ Sunscreen
- 52) CeraVe Hydrating Mineral Sunscreen for Body SPF 30
- 53) CeraVe Hydrating Mineral Sunscreen for Body SPF 50
- 54) CeraVe Hydrating Mineral Sunscreen for Face SPF 30
- 55) CeraVe Hydrating Mineral Sunscreen for Face SPF 50
- 56) CeraVe Mineral Hydrating Face Sunscreen Stick for Face SPF 50
- 57) CeraVe Ultra-Light Face Lotion SPF 30 Moisturizer with Sunscreen
- 58) Cetaphil Daily Facial Moisturizer with Sunscreen, SPF 15
- 59) Cicatricure Anti-Wrinkle Face and Neck Facial Day Cream with Sunscreen SPF 30
- 60) Coppertone Complete Sunscreen Lotion SPF 30
- 61) Coppertone Complete Sunscreen Lotion SPF 50
- 62) Coppertone Complete Sunscreen Spray SPF 30
- 63) Coppertone Complete Sunscreen Spray SPF 50
- 64) Coppertone Glow Protect & Tan Sunscreen Lotion SPF 30
- 65) Coppertone Glow Shimmer Sunscreen Lotion SPF 30
- 66) Coppertone Glow Shimmer Sunscreen Lotion SPF 50
- 67) Coppertone Kids Sunscreen Spray SPF 50
- 68) Coppertone Pure & Simple Baby Mineral Sunscreen Lotion SPF 50
- 69) Coppertone Pure & Simple Baby Sunscreen Lotion SPF 50
- 70) Coppertone Pure & Simple Baby Sunscreen Stick
- 71) Coppertone Pure & Simple Kids Sunscreen Spray SPF 50
- 72) Coppertone Pure & Simple Sunscreen Stick SPF 50
- 73) Coppertone SPF 50 Baby Sunscreen Spray
- 74) Coppertone Sport Mineral Face Sunscreen Lotion SPF 50
- 75) Coppertone Sport Mineral Sunscreen Lotion SPF 50
- 76) Coppertone Sport Mineral Sunscreen Spray SPF 50
- 77) Coppertone Sport Sunscreen Lotion SPF 30

- 78) Coppertone Sport Sunscreen Lotion SPF 70
- 79) Coppertone Sport Sunscreen Spray SPF 30
- 80) Coppertone Sport Sunscreen Spray SPF 50
- 81) CosMedix Hydrate + Moisturizing Sunscreen SPF 17
- 82) Differin Oil Absorbing Moisturizer with Sunscreen SPF 30
- 83) e.l.f. Suntouchable! All Set for Sun SPF 45
- 84) e.l.f. Suntouchable! Invisible Sunscreen SPF 35
- 85) e.l.f. Suntouchable! Whoa Glow SPF 30
- 86) Eucerin Baby Sensitive Mineral Sunscreen Lotion SPF 50
- 87) Eucerin Face Sunscreen Lotion SPF 50, Age Defense
- 88) Eucerin Face Sunscreen Lotion SPF 50, Oil Control
- 89) Eucerin Hydrating Sunscreen Lotion SPF 30
- 90) Eucerin Hydrating Sunscreen Lotion SPF 50
- 91) Eucerin Hydrating Sunscreen Spray SPF 50
- 92) Eucerin Sun Sensitive Mineral Sunscreen Lotion SPF 50
- 93) Hawaiian Tropic Clear Spray Sunscreen SPF 15
- 94) Hawaiian Tropic Clear Spray Sunscreen SPF 30
- 95) Hawaiian Tropic Everyday Active Lotion Sunscreen SPF 50
- 96) Hawaiian Tropic Everyday Active Sunscreen Spray SPF 50
- 97) Hawaiian Tropic Mineral Face Skin Nourishing Tinted Milk SPF 30
- 98) Hawaiian Tropic Mineral Skin Nourishing Milk SPF 30
- 99) Hawaiian Tropic Mineral Skin Nourishing Milk SPF 50
- 100) Hawaiian Tropic Mineral Skin Nourishing Milk Spray SPF 30
- 101) Hawaiian Tropic Mineral Sunscreen Powder Brush SPF 30
- 102) Hawaiian Tropic Protective Tanning Oil Spray Sunscreen SPF 25
- 103) Hawaiian Tropic Sheer Touch Body Serum SPF 30
- 104) Hawaiian Tropic Sheer Touch Sunscreen Face Serum SPF 30
- 105) Hawaiian Tropic Sheer Touch Ultra Radiance Sunscreen Lotion SPF 15
- 106) Hawaiian Tropic Sheer Touch Ultra Radiance Sunscreen Lotion SPF 30
- 107) Hawaiian Tropic Sheer Touch Ultra Radiance Sunscreen Lotion SPF 50
- 108) Hawaiian Tropic Sheer Touch Ultra Radiance Sunscreen Lotion SPF 70
- 109) Hawaiian Tropic Silk Hydration Weightless Sunscreen Lotion SPF 50
- 110) Hawaiian Tropic Silk Hydration Weightless Sunscreen Spray SPF 15
- 111) Hawaiian Tropic Silk Hydration Weightless Sunscreen Spray SPF 30
- 112) Hawaiian Tropic Tanning Oil Spray Sunscreen SPF 15
- 113) Hawaiian Tropic Weightless Hydration Face Sunscreen Lotion SPF 30\
- 114) Hawaiian Tropic Weightless Hydration Sunscreen Lotion SPF 30
- 115) Hawaiian Tropic Weightless Hydration Sunscreen Spray SPF 50
- 116) Hawaiian Tropic Weightless Hydration Sunscreen Spray SPF 70
- 117) Hello Bello Mineral Sunscreen SPF 50

- 118) Hers Daily Moisturizer SPF 50
- 119) L'Oreal Paris Broad Spectrum SPF 50 Daily UV Lotion, Vitamin C and E
- 120) L'Oreal Paris Rosy Tone Broad Spectrum SPF 30 Sunscreen
- 121) La Roche-Posay Anthelios Anti-Aging Face Primer, Daily Sunscreen SPF 50
- 122) La Roche-Posay Anthelios Clear Skin Sunscreen SPF 60
- 123) La Roche-Posay Anthelios Cooling Water Lotion Face and Body Sunscreen SPF 30
- 124) La Roche-Posay Anthelios Daily Anti-Aging Sunscreen for Face SPF 70
- 125) La Roche-Posay Anthelios Face and Body Mineral Sunscreen Gentle Lotion SPF 50
- 126) La Roche-Posay Anthelios Kids Gentle Lotion Sunscreen SPF 50
- 127) La Roche-Posay Anthelios Light Fluid Sunscreen for Face SPF 50
- 128) La Roche-Posay Anthelios Light Fluid Sunscreen for Face SPF 60
- 129) La Roche-Posay Anthelios Melt-In Milk Sunscreen SPF 100
- 130) La Roche-Posay Anthelios Melt-In Milk Sunscreen SPF 60
- 131) La Roche-Posay Mineral Sunscreen Moisturizer SPF 30+ Hyaluronic
- 132) La Roche-Posay Ultra Light Fluid Face Sunscreen SPF 60
- 133) La Roche-Posay Ultra Light Fluid Mineral Face Sunscreen SPF 60
- 134) La-Roche-Posay Anthelios Kids Gentle Sunscreen Lotion SPF 50
- 135) Neutrogena Age Shield Oil-Free Face Sunscreen SPF 70
- 136) Neutrogena Beach Defense Kids Sunscreen Spray SPF 70
- 137) Neutrogena Beach Defense Sunscreen Lotion SPF 30
- 138) Neutrogena Beach Defense Sunscreen Lotion SPF 70
- 139) Neutrogena Beach Defense Sunscreen Spray SPF 50
- 140) Neutrogena Beach Defense Sunscreen Spray SPF 70
- 141) Neutrogena Clear Body Sunscreen Lotion SPF 30
- 142) Neutrogena Clear Face Liquid Sunscreen Lotion SPF 30
- 143) Neutrogena Clear Face Serum Sunscreen With Green Tea SPF 60+
- 144) Neutrogena Clear Face Sunscreen SPF 50
- 145) Neutrogena Hydro Boost Moisturizing Sunscreen Lotion SPF 50
- 146) Neutrogena Hydro Boost SPF 50 Hyaluronic Acid Moisturizer
- 147) Neutrogena Invisible Daily Defense Face Serum With SPF 60+
- 148) Neutrogena Invisible Daily Defense Lotion SPF 60+
- 149) Neutrogena Mineral Ultra Sheer Face & Body Sunscreen Stick SPF 50
- 150) Neutrogena Pure & Free Baby Mineral Sunscreen with SPF 50
- 151) Neutrogena Purescreen+ Mineral Beach Defense Sunscreen
- 152) Neutrogena Purescreen+ Mineral Beach Defense Sunscreen Stick SPF 50
- 153) Neutrogena Purescreen+ Tinted Mineral Sunscreen Deep
- 154) Neutrogena Sheer Zinc Kids Mineral Sunscreen Stick, SPF 50+
- 155) Neutrogena Sport Face Oil-Free Sunscreen Lotion SPF 70+

- 156) Neutrogena Ultra Sheer Dry-Touch SPF 30
- 157) Neutrogena Ultra Sheer Dry-Touch SPF 45
- 158) Neutrogena Ultra Sheer Dry-Touch SPF 55
- 159) Neutrogena Ultra Sheer Dry-Touch SPF 70
- 160) Neutrogena Ultra Sheer Lightweight Sunscreen Spray SPF 30
- 161) Neutrogena Ultra Sheer Lightweight Sunscreen Spray SPF 45
- 162) Neutrogena Ultra Sheer Lightweight Sunscreen Spray SPF 70
- 163) Neutrogena Ultra Sheer Moisturizing Serum SPF 60+
- 164) Olay Anti-Aging Face Moisturizer with SPF 15
- 165) Olay Complete Lotion Moisturizer with SPF 15 for Normal Skin
- 166) Olay Complete Lotion Moisturizer with SPF 15 for Sensitive Skin
- 167) Olay Complete SPF 15 Daily Moisturizer with Sunscreen
- 168) Olay Mineral Sunscreen SPF 30
- 169) Olay Regenerist Face Lotion with Sunscreen SPF 15
- 170) Olay Regenerist Hyaluronic + Peptide 24 Face Moisturizer, SPF 30
- 171) Olay Regenerist Microsculpting Cream Face Moisturizer with SPF 30
- 172) Olay Regenerist Vitamin C + Peptide 24 Face Moisturizer SPF 30
- 173) Olay Regenerist Whip with Sunscreen SPF 25
- 174) Olay Sensitive Mineral Sunscreen SPF 30
- 175) Olay Total Effect Facial Moisturizer with SPF 30
- 176) Olay Total Effects SPF 15 Tone Correcting CC Cream Light to Medium
- 177) Pipette Mineral Sunscreen Broad Spectrum SPF 50
- 178) Sun Bum Face Mist Sunscreen Spray SPF 45
- 179) Sun Bum Kids SPF 50 Lotion
- 180) Sun Bum Kids SPF 50 Spray
- 181) Sun Bum Mineral Sunscreen Face Lotion SPF 30
- 182) Sun Bum Original Glow Sunscreen Lotion SPF 30
- 183) Sun Bum Original Sunscreen Face Lotion
- 184) Sun Bum Original Sunscreen Face Stick SPF 30
- 185) Sun Bum Scalp & Hair Mist Sunscreen Spray SPF 30
- 186) Sun Bum SPF 30 Sunscreen Lotion
- 187) Sun Bum SPF 30 Sunscreen Spray
- 188) Sun Bum SPF 50 Sunscreen Lotion
- 189) Sun Bum SPF 50 Sunscreen Spray
- 190) Sun Bum SPF 70 Sunscreen Lotion
- 191) Sun Bum SPF 70 Sunscreen Spray
- 192) Sun Bum Sunscreen Lip Balm SPF 30
- 193) Sun Bum Tanning Oil SPF 15
- 194) Unsun Face and Body Mineral Sunscreen Lotion SPF 30
- 195) Unsun Tinted Face Sunscreen

- 196) Unsun Tinted Face Sunscreen Lotion Light/Medium
- 197) Vanicream Sunscreen Broad Spectrum SPF 50+
- 198) Vichy Laboratories Capital Soleil Face Sunscreen Lotion SPF 50
- 199) Vichy Laboratories Capital Soleil Mineral Face Sunscreen Lotion SPF 60
- 200) Walgreens Baby Mineral Sunscreen SPF 50
- 201) Walgreens Daily Facial Moisturizer with Broad Spectrum SPF 30
- 202) Walgreens Daytime Facial Moisturizer SPF 30
- 203) Walgreens Hydrating Mineral Sunscreen SPF 50
- 204) Walgreens Hydrating Sunscreen Lotion SPF 30
- 205) Walgreens Hydrating Sunscreen Lotion SPF 50
- 206) Walgreens Hydrating Sunscreen Lotion SPF 70
- 207) Walgreens Hydrating Sunscreen Spray SPF 30
- 208) Walgreens Kids Sunscreen Continuous Spray SPF 50
- 209) Walgreens Kids Sunscreen Spray SPF 50
- 210) Walgreens Mineral Sunscreen SPF 50
- 211) Walgreens Mineral Sunscreen SPF 50
- 212) Walgreens Moisturizing Sunscreen Lotion SPF 50
- 213) Walgreens Sheer Body Mist Sunscreen SPF 100
- 214) Walgreens Sheer Face Mist Sunscreen SPF 55
- 215) Walgreens Sheer Lotion Sunscreen SPF 70
- 216) Walgreens Sport No Oxybenzone Sunscreen Lotion SPF 50
- 217) Walgreens Sport Sunscreen Continuous Spray Fresh SPF 50
- 218) Walgreens Sport Sunscreen Continuous Spray Fresh SPF 90
- 219) Walgreens Sport Sunscreen Continuous Spray SPF 50
- 220) Walgreens Sport Sunscreen Lotion SPF 30
- 221) Walgreens Sport Sunscreen Lotion SPF 50
- 222) Walgreens Sport Sunscreen Lotion SPF 70, Oxybenzone Free
- 223) Walgreens Sport Sunscreen Spray SPF 50
- 224) Walgreens Sport Sunscreen Spray SPF 70