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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TINA BARRALES, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 L'OREAL USA, INC. D/B/A LA ROCHE-
16 POSAY, LLC,

17 Defendant.

Case No. _____

CLASS ACTION COMPLAINT

(JURY TRIAL DEMANDED)

18 Plaintiff Tina Barrales, individually and on behalf of all others similarly
19 situated, makes the following allegations against Defendant L'Oreal USA, Inc. d/b/a
20 La Roche-Posay, LLC, pursuant to the investigation of her counsel and based upon
21 information and belief, except as to allegations pertaining specifically to herself or her
22 counsel, which are based on personal knowledge.

23 **NATURE OF THE CASE**

24 1. Plaintiff brings this action against Defendant L'Oreal USA, Inc. to
25 redress and put a stop to the false, deceptive, and unlawful manner in which Defendant
26 has labeled, packaged, advertised, promoted, and marketed its sunscreen product "La
27
28

1 Roche-Posay Anthelios Melt-In-Milk Sunscreen, SPF 60” (the “Product”). On the
2 Product’s labeling and packaging, and in advertising and promotional materials for the
3 Product, Defendant represents that the Product provides a sun protection factor
4 (“SPF”) far greater than the SPF that the Product actually provides, thereby deceiving
5 consumers into believing that the Product offers better protection against sunburns and
6 other dangerous effects of exposure to ultraviolet radiation (such as skin cancer and
7 premature aging) than it actually does, and that the Product is thus worth purchasing
8 at prices in excess of the prices charged for sunscreens providing less SPF protection.

9 2. Plaintiff and members of the putative Classes (defined below) purchased
10 the Product based on Defendant’s representations that the Product provides SPF 60
11 protection. Unbeknownst to them, however, the Product actually provides only SPF
12 34 protection—nearly half the protection Defendant represents—as independent
13 laboratory testing commissioned by Plaintiff’s counsel has revealed. At SPF 34, the
14 Product provides far less protection from the sun’s harmful rays—and is of
15 significantly lower quality and worth far less money—than a sunscreen that actually
16 provides SPF 60 protection.

17 3. Defendant has labeled, packaged, advertised, promoted, and marketed the
18 Product as providing greater SPF protection than it actually provides in order to
19 capitalize on consumer demand for sunscreens with high SPFs, such as SPF 60. By
20 promising SPF 60 protection, the Product sells at premium prices and, in turn,
21 generates more revenue and profit for Defendant than its lower-SPF sunscreen
22 counterparts.

23 4. By falsely representing the SPF protection provided by the Product,
24 Defendant has misled and continues to mislead consumers into believing that they are
25 purchasing a sunscreen with better quality, filtration, absorption, and reflection
26 capabilities against ultraviolet radiation than the lower-SPF product that they are
27

1 actually receiving, thereby deceiving them into paying a premium price for a non-
2 premium product.

3 5. Defendant's practices of falsely, deceptively, and misleadingly
4 representing that the Product provides SPF protection of 60 (including on the Product's
5 labeling and packaging and in advertising and promotional materials) induced Plaintiff
6 and numerous other consumers either to purchase products they would otherwise not
7 have purchased at all, or to pay significantly more money for them than if they had
8 been labeled, packaged, advertised and promoted with accurate SPF representations.

9 6. Accordingly, Plaintiff brings this class action complaint against
10 Defendant to redress and put a stop to its practices of falsely, deceptively, and
11 unlawfully misrepresenting the SPF protection provided by the Product—conduct that
12 has caused significant harm to numerous consumers nationwide, including those
13 residing in California. Plaintiff seeks actual damages, restitution, injunctive relief, and
14 other legal and equitable remedies on behalf of herself and others similarly situated.

15 **JURISDICTION AND VENUE**

16 7. The Court has subject-matter jurisdiction over this civil action pursuant
17 to 28 U.S.C. § 1332(d) because (i) there are 100 or more members of each of the
18 putative Classes, (ii) the aggregate amount in controversy as to each of the putative
19 Classes exceeds \$5,000,000, exclusive of interest and costs, and (iii) at least one
20 member of each of the Classes is a citizen of a state different from Defendant.

21 8. Personal jurisdiction and venue are proper because Plaintiff resides in Los
22 Angeles County, California, within this judicial District; Plaintiff purchased the
23 Product from a Target retail store in Norwalk, California, within this judicial District,
24 after relying (in this judicial District) on representations made by Defendant
25 concerning the Product on the labeling and packaging of the Product, which was
26 offered for sale and sold in this judicial District; Defendant has advertised and
27

1 promoted and continues to advertise and promote the Product to consumers in
2 California, including in this judicial District; and Defendant has done and continues to
3 do substantial business in California, including in this judicial District.

4 **PARTIES**

5 9. Plaintiff Tina Barrales is, and at all times relevant hereto was, a citizen
6 and resident of Los Angeles County, California. On or about July 15, 2023, Plaintiff
7 purchased the Product (La Roche-Posay Anthelios Melt-In-Milk Sunscreen, SPF 60),
8 which bears an expiration date of 02/26 and Lot # 18Y204, for \$37.99 plus tax at a
9 Target retail store in Norwalk, California.

10 10. Defendant L'Oreal USA, Inc. d/b/a La Roche-Posay, LLC is a
11 corporation organized and existing under the laws of the State of Delaware that
12 maintains its headquarters and principal place of business in New York, New York.
13 Defendant manufactures or imports, labels, and packages the Product, and advertises,
14 promotes, and markets the Product throughout the United States, including in
15 California. Defendant's products, including the Product at issue in this case, are sold
16 through various online e-commerce platforms and at physical retail locations
17 nationwide, including throughout California.

18 **FACTUAL ALLEGATIONS**

19 **I. Consumers Perceive Sunscreens with Higher SPF Values as Providing** 20 **Greater Protection and Justifying Higher Purchase Prices than Their** 21 **Lower-SPF Value Counterparts**

22 11. Sunscreens, topically applied products that protect against sunburns and
23 other effects of exposure to ultraviolet radiation (such as skin cancer and premature
24 aging), are sold by numerous companies in varying SPF values, which these
25 companies prominently represent on the products' labels and packaging and in
26 advertisements and other promotional materials for the products.

1 12. SPF is a standardized rating system that measures the fraction of sunburn-
2 producing ultraviolet rays capable of reaching the skin. The SPF value of a sunscreen
3 product informs consumers of the level of sunburn protection provided by the
4 sunscreen by indicating the approximate measure of time that a person who has applied
5 the sunscreen can stay in the sun without getting burned. As an example, a product
6 represented as providing SPF 60 protection should permit a person to stay in the sun
7 60 times longer without burning than if that person were wearing no protection at all.
8 Thus, a product with a higher SPF is better able to prevent sunburn by filtering,
9 absorbing, reflecting, and/or scattering more ultraviolet radiation than products of a
10 lower SPF.

11 13. Academics,¹ legislators,² and medical organizations³ alike have
12 emphasized the importance of sunscreen in protecting against the damaging effects of
13 ultraviolet radiation and the importance of appropriately disclosing the SPF
14 capabilities of sunscreen products.

15 14. Consumers are familiar with SPF because SPF values have appeared on
16 sunscreens for decades. Reasonable consumers have learned to correctly associate
17

18 ¹ See Charles P. Tribby et al., *Perceived Usefulness and Recall of Sunscreen*
19 *Label Information by Consumers*, 157 JAMA DERMATOLOGY 573 (2021).

20 ² See Press Release, *Senator Chuck Schumer: New Report Shows Nearly Half of*
21 *All Sunscreens Make False Claims About SPF Protection* (July 20, 2016),
22 [https://www.schumer.senate.gov/newsroom/press-releases/schumer-new-report-](https://www.schumer.senate.gov/newsroom/press-releases/schumer-new-report-shows-nearly-half-of-all-sunscreens-make-false-claims-about-spf-protection-senator-pushes-fda-to-test-sunscreens-confirm-true-spf-numbers-and-crackdown-on-labels-that-promise-protection-but-instead-leave-consumers-burned)
23 [shows-nearly-half-of-all-sunscreens-make-false-claims-about-spf-protection-senator-](https://www.schumer.senate.gov/newsroom/press-releases/schumer-new-report-shows-nearly-half-of-all-sunscreens-make-false-claims-about-spf-protection-senator-pushes-fda-to-test-sunscreens-confirm-true-spf-numbers-and-crackdown-on-labels-that-promise-protection-but-instead-leave-consumers-burned)
24 [pushes-fda-to-test-sunscreens-confirm-true-spf-numbers-and-crackdown-on-labels-](https://www.schumer.senate.gov/newsroom/press-releases/schumer-new-report-shows-nearly-half-of-all-sunscreens-make-false-claims-about-spf-protection-senator-pushes-fda-to-test-sunscreens-confirm-true-spf-numbers-and-crackdown-on-labels-that-promise-protection-but-instead-leave-consumers-burned)
25 [that-promise-protection-but-instead-leave-consumers-burned.](https://www.schumer.senate.gov/newsroom/press-releases/schumer-new-report-shows-nearly-half-of-all-sunscreens-make-false-claims-about-spf-protection-senator-pushes-fda-to-test-sunscreens-confirm-true-spf-numbers-and-crackdown-on-labels-that-promise-protection-but-instead-leave-consumers-burned)

26 ³ S. Kim et al., *Prevalence and Correlates of Sun Protections with Sunburn and*
27 *Vitamin D Deficiency in Sun-Sensitive Individuals*, 34 J. EUR. ACAD. DERMATOL.
28 *VENEREOL.* 2664 (2020); AM. ACAD. DERMATOLOGY ASS'N, *How to Select*
Sunscreen, [https://www.aad.org/public/everyday-care/sun-protection/shade-clothing-](https://www.aad.org/public/everyday-care/sun-protection/shade-clothing-sunscreen/how-to-select-sunscreen)
[sunscreen/how-to-select-sunscreen](https://www.aad.org/public/everyday-care/sun-protection/shade-clothing-sunscreen/how-to-select-sunscreen) (last visited Aug. 21, 2025).

1 higher SPFs with greater sun protection. Accordingly, reasonable consumers expect
2 that if they purchase and use a sunscreen labeled SPF 60, for instance, that they will
3 be better protected against sunburn and cancer-causing ultraviolet rays than if they had
4 purchased and used a sunscreen labeled as, for instance, SPF 30.

5 15. Consumers thus rely on representations of the SPF values of sunscreens
6 as they compare, assess, and make decisions on which sunscreen products to purchase.

7 **II. Defendant's Product**

8 16. The Product in question here, La Roche-Posay Anthelios Melt-In-Milk
9 Sunscreen, SPF 60, is produced, manufactured or imported, labeled, packaged, and
10 advertised, promoted, and marketed by Defendant.

11 17. Defendant has entered licensing agreements for the Product to be sold in
12 e-commerce platforms online and in physical retail stores across the United States,
13 including but not limited to on the websites of and at retail stores operated by CVS,
14 Amazon, Ulta Beauty, Target, and many others.

15 18. Regardless of where the Product is sold, the Product is uniformly sold in
16 the same packaging and with the same labeling, which expressly state (in large letters
17 on the front of the bottle and box) that the Product provides SPF "60" protection, as
18 depicted in Figures 1 and 2 below:



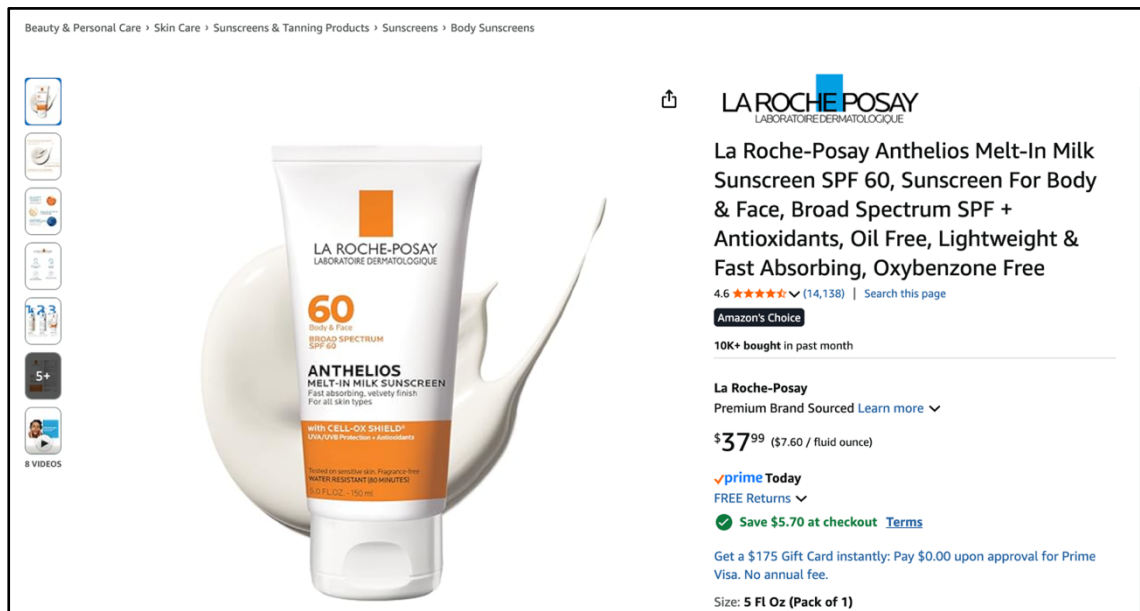
[Figure 1]



[Figure 2]

19. Some online locations where the product is sold, including Amazon, track the number of sales made for the Product. As reflected in Figure 3 below, the Product has been purchased over 10,000 times in the last month alone from Amazon.⁴

⁴ The Product is offered for purchase at the following Amazon webpage: <https://www.amazon.com/Roche-Posay-Anthelios-Cooling-Lotion-Sunscreen/dp/B00TBJWP9K?gQT=2&th=1>.



[Figure 3]

III. Defendant Falsely, Deceptively, and Misleadingly Represents that the Product Provides SPF Protection of 60

20. Defendant's claim that the Product provides SPF protection of 60 is false, deceptive, and misleading.

21. This is because the SPF protection provided by the Product is not even close to 60, as Defendant represents on the Product's labeling and packaging and in advertising and promotional materials for the Product. In reality, the SPF protection provided by the Product is 34.

22. On or about February 21, 2025, Plaintiff's counsel purchased the Product, which was manufactured in Lot# 18Y902 and contained four active ingredients (Avobenzone 3%, Homosalate 10%, Octisalate 5%, and Octocrylene 7%), for \$41.99 plus tax at a CVS retail store in Miami, Florida.

23. Plaintiff's counsel then submitted the purchased Product to a reputable and qualified laboratory for testing. The lab tested the Product by performing a clinical evaluation of static sunscreen efficacy with the sun protection factor (SPF) assay and

1 calculation of the label SPF, following the FDA testing methods embodied in FDA
2 Final Rule, Labeling and Effectiveness Testing; Sunscreen Drug Products for Over-
3 the-Counter Human Use, 76 Fed. Reg. 35620 (June 17, 2011), and FDA, Final
4 Administrative Order (OTC0000006); Over-the-Counter Monograph MO20:
5 Sunscreen Drug Products for Over-the-Counter Human Use (Sept. 24, 2021). Testing
6 began on May 29, 2025 and concluded on June 13, 2025.

7 24. The results of the testing commissioned by Plaintiff's counsel reveal that
8 the Product does not provide SPF 60 protection, but rather SPF 34 protection. *See*
9 Exhibit A ("Final Report" of the Product (referred to therein as "Product B") by
10 Consumer Product Testing Company, dated July 25, 2025). The lab's test results were
11 derived from the testing methods embodied in the FDA Final Rule referenced above.
12 *See id.*

13 25. SPF protection of 34, which testing has revealed the Product actually
14 provides, offers significantly less protection than SPF 60, which Defendant has falsely
15 represented the Product as providing. An SPF protection of 34 is considered
16 substantially lower than an SPF protection of 60, as SPF 34 affords users a
17 significantly shorter period of exposure to ultraviolet radiation without damage when
18 compared to the period of exposure to ultraviolet radiation without damage that SPF
19 60 affords.

20 26. The Product that Plaintiff purchased, like the Product purchased by each
21 member of the Classes during the time period relevant to this action, contained the
22 same percentages of active ingredients as the Product sent for testing by Plaintiff's
23 counsel. During the time period relevant to this action, there were no reported recalls,
24 manufacturing issues, or other events concerning the Product to suggest that any
25 bottles of the Product might contain different amounts of the active ingredients used
26 in the Product than any other bottles of the Product. Accordingly, all bottles of the
27

1 Product manufactured, labeled, and packaged by Defendant and purchased by
2 consumers during the time period relevant to this action contained the same or
3 materially the same amounts of each active ingredient and provide the same or
4 materially the same SPF protection—all significantly less protection than SPF 60.

5 27. Defendant, as the producer, manufacturer or importer, and labeler and
6 packager of the Product, and the employer of a dedicated team of product testing
7 professionals, has been aware or should have been aware, since the Product’s
8 inception, that the true SPF protection provided by the Product is significantly lower
9 than 60. Indeed, led by its La Roche-Posay brand, Defendant has been at the forefront
10 of product development and innovation in the sun protection market for over the past
11 thirty years.⁵ A video on Defendant’s website shows one of its project leaders, Martin
12 Josso, describing the importance the company purports to place on ensuring that each
13 of its sunscreen products is “the most suitable for the person who will be using it,”
14 including in terms of “effectiveness,” while noting that “there’s still room to go
15 further.”⁶

19 ⁵ L’Oréal, *La Roche-Posay: Learn All about Sun Protection with the UVMune400*
20 *QR Code*, <https://www.loreal.com/en/articles/science-and-technology/qr-code-lrp/> (last visited Aug. 21, 2025); *see also, e.g.*, L’Oréal, 2024 Universal Registration
21 Document, Section 2.1.3, at pp. 294, available at [https://www.loreal-finance.com/system/files/2025-](https://www.loreal-finance.com/system/files/2025-03/2024_Universal_Registration_Document_LOREAL.pdf)
22 [03/2024_Universal_Registration_Document_LOREAL.pdf](https://www.loreal-finance.com/system/files/2025-03/2024_Universal_Registration_Document_LOREAL.pdf) (touting Defendant’s
23 recent acquisition of a brand that “is strongly supported by deep knowledge of skin
24 and chemistry with clinical trials led by professional members of the American Board
of Dermatology”).

25 ⁶ Press Release, L’Oréal, *Sunscreen Products: Formulas to Protect You*
26 *Better and Better*, available at <https://perma.cc/P7J9-X4LY> (last visited Aug. 21,
27 2025).

1 28. Moreover, based on the Product’s chemical formula and ingredients (and
2 the quantities of each) alone, Defendant either knew or should have known that the
3 true SPF protection provided by the Product is significantly lower than SPF 60.

4 29. Additionally, Defendant was required to perform and did perform testing
5 on the Product, including concerning the protection against ultraviolet radiation
6 provided by the Product, prior to the Product being packaged, labeled, advertised,
7 marketed, distributed, and offered for sale to consumers.⁷ Such testing either made or
8 should have made Defendant aware that the true SPF protection provided by the
9 Product is significantly lower than SPF 60.

10 30. The Environmental Working Group (“EWG”), a non-profit research and
11 consumer advocacy organization comprised of scientists and data analysts, recently
12 analyzed numerous sunscreen products “based on a compilation of standard industry,
13 government and academic data sources; efficacy models constructed by EWG scientists;
14 and a continuous review of the technical literature on sunscreens,” including “sunscreen
15 ingredient listings obtained from direct company submissions; online and brick-and-mortar
16 retailers; and [its] data partner, Label Insight.”⁸ After analyzing Defendant’s Product,
17 the EWG concluded, consistent with the independent testing of the Product
18 commissioned by Plaintiff’s counsel, that “[b]ased on EWG’s modeling, the UV
19 protection [provided by the Product] is significantly lower than the SPF value would
20 indicate.”⁹

21
22 ⁷ See, e.g., L’Oréal, 2024 Universal Registration Document, Section 4.3.1, at pp.
23 218 (“New regulations, particularly regarding ingredients and packaging, require
24 L’Oréal to reformulate products and conduct additional tests, which generates
significant costs.”).

25 ⁸ EWG’s Methodology for Assessing Sunscreens, available at
<https://www.ewg.org/sunscreen/report/methodology/> (last accessed Aug. 21, 2025).

26 ⁹ “La Roche Posay Anthelios Sunscreen Melt-In-Milk Lotion Face and Body
27 Sunscreen - SPF 60”: “Efficacy Concerns”, available at

31. Plaintiff is just one among numerous consumers nationwide who has been deceived by Defendant's false and misleading representations of the SPF protection provided by the Product, as the following examples of publicly available "reviews"¹⁰ of the Product reflect:

★☆☆☆☆ **Burned to a crisp!**

SandySG
2 years ago
New York, NY

My 2 sons in their 20's and I used both this weekend. Was not hot enough to sweat it off and no one went in the water and we came home burned !

✓ Verified Reviewer

★☆☆☆☆ **Sunburnt after wearing 1.5 hours**

Caitlin
3 years ago
Charleston

This is not water or sweat proof. Wore it to the beach for 90 minutes and am extremely sunburnt. Do not buy.



✓ No, I would not recommend to a friend

★☆☆☆☆ **We got burned**

Laura
1 year ago
Stroudsburg Pa

Our family of 7 went to the beach and I bought two tubes of this product. Five of us used this. Two used another brand I had. Within an hour the five of us that used this had burned backs, despite not getting in water yet. The other two were fine. Also, once in water, eyes started burning, this stuff is not waterproof.

✓ No, I would not recommend to a friend

★☆☆☆☆ **The Worst Face Sunscreen I've Purchased**

Sunburned face
1 year ago
Outer banks, NC

This sunscreen left my face burned and covered in acne the day after using. I applied the sunscreen twice during my beach day and it did not help protect my skin. My nose and cheeks are so red and to top it off it clogged my pores so bad I have a ton of zits! Do not recommend if you have acne prone skin and are wanting to use it for a beach/pool day.

https://www.ewg.org/sunscreen/about-the-sunscreens/9949879/La_Roche_Posay_Anthelios_Sunscreen_Melt-In-Milk_Lotion_Face_and_Body_Sunscreen_-_SPF_60/ (last accessed Aug. 21, 2025).
¹⁰ These reviews are accessible at the following webpage:
<https://www.ulta.com/p/anthelios-melt-in-milk-body-face-sunscreen-spf-60-pimprod2018267?sku=2570181#reviews>.

1 of the Product. Plaintiff had no reason to suspect or know that the Product contained
2 a lower SPF than the value of 60 that Defendant had branded, advertised, and stated
3 in writing on the Product's label and packaging.

4 38. Based on Defendant's representations on the product's labeling, Plaintiff
5 expected the Product she purchased would be SPF 60 in terms of quality, filtration,
6 absorption, and reflection capabilities against ultraviolet radiation.

7 39. After purchasing the Product, Plaintiff immediately started using the
8 Product. The Product was not as advertised, and Plaintiff found the product to be
9 neither of the quality, absorption, nor filtration she expected (or that any reasonable
10 consumer would expect) from a sunscreen providing SPF 60 protection. Plaintiff later
11 discontinued her use of the Product after learning that the Product was falsely and
12 deceptively advertised and did not provide SPF 60 protection.

13 40. Had Plaintiff known that the Product actually provides SPF protection of
14 34, nearly half that of the SPF 60 protection that Defendant misrepresented the Product
15 as providing (on its labeling and packaging and in advertising and promotional
16 materials), Plaintiff would either not have purchased the Product at all or not paid
17 nearly as much money for the Product.

18 41. As the direct and proximate result of Defendant's false, deceptive, and
19 misleading statements and omissions concerning the Product, Plaintiff suffered
20 economic injury by paying a premium for an inferior quality good and by being
21 deprived of the full intended use of the Product and the full benefit of the bargain
22 promised by Defendant.

23 **CLASS ALLEGATIONS**

24 42. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks to
25 represent the following "Nationwide Class":
26
27

1 All persons in the United States who, during the six years preceding the
2 filing of this action, purchased “La Roche-Posay Anthelios Melt-In-
3 Milk Sunscreen, SPF 60”.

4 43. Plaintiff additionally seeks to represent the following “California
5 “Subclass” pursuant to Federal Rule of Civil Procedure 23:

6 All persons who, during the four years preceding the filing of this
7 action, purchased “La Roche-Posay Anthelios Melt-In-Milk Sunscreen,
8 SPF 60” in California.

9 44. The “Nationwide Class” and the “California Subclass” are at times
10 referred to herein collectively as the “Classes”.

11 45. Plaintiff reserves the right to modify the definitions of the Classes
12 following the commencement of discovery and further investigation.

13 46. Excluded from the Classes are Defendant, any parent, subsidiary, or
14 affiliate of Defendant, as well as the officers, directors, agents, servants, or employees
15 of the foregoing.

16 47. This action may properly be brought and maintained as a class action
17 pursuant to Federal Rule of Civil Procedure 23(a) and (b). This class action satisfies
18 the numerosity, typicality, adequacy, commonality, predominance, and superiority
19 requirements.

20 48. The Classes are so numerous that their individual joinder herein is
21 impracticable. The number of persons within the Classes is substantial. Plaintiff is
22 informed and believes, and thereupon alleges, that there are more than a million
23 persons who comprise the Nationwide Class and at least several hundred thousand
24 persons who comprise the California Subclass. The precise number of members of the
25 Classes and their identities are unknown to Plaintiff at this time but may be determined
26 through discovery. Members of the Classes may be notified of the pendency of this
27

1 action by mail and/or publication through the purchase records of Defendant and
2 relevant third parties.

3 49. Common questions of law and fact exist for all members of the Classes
4 and predominate over questions affecting only individual members. Common legal
5 and factual questions include, but are not limited to:

6 (a) whether Defendant's representations that the Product provided
7 SPF protection of 60 were false, deceptive, and/or misleading;

8 (b) whether Defendant knew or should have known that its
9 misrepresentations, as alleged herein, were false or misleading to
10 consumers;

11 (c) whether reasonable consumers would rely on Defendant's
12 misrepresentations concerning the Product's SPF, as alleged herein,
13 and reasonably believe the Product had the capability advertised;

14 (d) whether Defendant designed the Product's labeling and
15 packaging, advertising and promotional materials for the Product, and
16 received and retained profits attributable to sales of the Product, in New
17 York;

18 (e) Whether Defendant's conduct, as alleged herein, violated the
19 statutes and laws at issue; and

20 (f) the damages to which Plaintiff and the Classes are entitled to
21 redress Defendant's unlawful conduct, as alleged herein.

22 50. The named Plaintiff's claims are typical of the claims of unnamed
23 members of the Classes in that the named Plaintiff and all members of the Classes
24 suffered similar injuries as a result of the same, uniform conduct and practices by the
25 Defendant, as alleged herein.

26 51. Plaintiff is an adequate representative of the Classes she seeks to
27 represent because her interests are aligned, and do not conflict, with the interests of
28 the other members of the Classes, she has retained competent counsel experienced in

1 prosecuting consumer class actions, and she intends to prosecute this action
2 vigorously. Plaintiff and her counsel will fairly and adequately protect the interests of
3 the Classes.

4 52. A class action is superior to other available methods for the fair and
5 efficient adjudication of this controversy because individual litigation of the claims of
6 all members of the Classes is impracticable. The individual interest of each member
7 of the Classes in controlling the prosecution of separate claims is small because the
8 damages at stake for these claims on an individual basis are small. Even if every
9 member of the Classes could afford to pursue individual litigation, the Court system
10 could not. It would be unduly burdensome to the courts in which individual litigation
11 of numerous cases would proceed. Individualized litigation would also present the
12 potential for varying, inconsistent or contradictory judgments, and would magnify the
13 delay and expense to all parties and to the court system resulting from multiple trials
14 of the same factual issues. By contrast, the maintenance of this action as a class action,
15 with respect to some or all of the issues presented herein, presents few management
16 difficulties, conserves the resources of the parties and of the court system, and protects
17 the rights of each member of the Classes. Plaintiff anticipates no difficulty in the
18 management of this action as a class action.

19 **CLAIMS FOR RELIEF**

20 **FIRST CLAIM FOR RELIEF**

21 **Unjust Enrichment**

22 (By Plaintiff, Individually and on Behalf of the
23 Nationwide Class, Against Defendant)

24 53. Plaintiff repeats and incorporates paragraphs 1–52 as though fully set
25 forth herein.

26 54. Plaintiff brings this claim individually and on behalf of the Nationwide
27 Class against Defendant under New York common law.

1 55. Plaintiff and the Nationwide Class Members have conferred substantial
2 benefits on Defendant by purchasing the Product, including the monetary profits that
3 Defendant received attributable to sales of the Product to Plaintiff and members of the
4 Nationwide Class.

5 56. Defendant received and retained, at its corporate headquarters in New
6 York, the monetary profits that it received attributable to sales of the Product to
7 Plaintiff and members of the Nationwide Class. Defendant appreciates or has
8 knowledge of such benefits, which it received in New York and retains in New York.

9 57. Defendant has knowingly and willingly accepted and enjoyed these
10 benefits in New York.

11 58. Defendant either knew or should have known that the payments rendered
12 by Plaintiff and the Nationwide Class members were given and received with the
13 expectation that the Product would be as represented and warranted. For Defendant
14 to retain the benefit of Plaintiff's and Nationwide Class members' payments under
15 these circumstances is inequitable.

16 59. As a result of the deliberate misrepresentations Defendant made on the
17 labeling and packaging of the Product, and in advertising and promotional materials
18 for the Product, that the Product provided SPF protection of 60—representations
19 Defendant made from its headquarters in New York, on product labeling and
20 packaging and in advertising and promotional materials for the Product that Defendant
21 conceived of and designed from its headquarters in New York—Defendant wrongfully
22 received and retained, in New York (including at bank accounts maintained in New
23 York), monetary revenue and profits attributable to sales of the Product.

24 60. As described above, had Plaintiff been aware of the actual SPF protection
25 provided by the Product, she would not have paid as much as she did for the Product,
26 or would not have purchased the Product at all.

1 (which was purchased by consumers throughout California) as providing materially
2 greater SPF protection than it actually provides. In doing that, Defendant intentionally
3 mislabeled and misbranded the Product, deceptively and falsely advertised the
4 Product, misrepresented and omitted material facts regarding the Product, and engaged
5 in immoral, unethical, oppressive, and/or unscrupulous activities that were
6 substantially injurious to consumers, offending an established public policy in
7 California. Defendant's conduct, as alleged herein, was also "unfair" because
8 whatever utility Defendant derived from mislabeling the SPF protection provided by
9 its Product was outweighed by the resulting consumer deception and overcharges.

10 69. Defendant's representations that the Product provides SPF protection of
11 60 also constituted "fraudulent" business practices in violation of the UCL because
12 such misrepresentations were intentional and were likely to deceive—and in fact did
13 deceive—reasonable consumers and the public into believing the Product has greater
14 filtration, absorption, and reflection capabilities against ultraviolet radiation than other
15 alternative products providing lower SPF protection than the Product was represented
16 to provide, causing them to justifiably rely on such misrepresentations in deciding to
17 purchase the Product.

18 70. Additionally, Defendant's conduct, as alleged herein, was "unlawful"
19 under the UCL because it violates California's False Advertising Law, Cal. Bus. &
20 Prof. Code §§ 17500 *et seq.*, and California's express warranty law, Cal. Com. Code
21 § 2313.

22 71. Plaintiff saw and relied on Defendant's representations that the Product
23 provided SPF protection of 60. These representations were intentionally false,
24 deceptive, and misleading, as described herein.

25 72. Reasonable and available alternatives existed to further Defendant's
26 legitimate business interests other than the conduct described herein.

1 73. As a result of Defendant's false or misleading SPF representations,
2 Plaintiff and members of the California Subclass have been harmed. As described
3 above, had Plaintiff been aware of the actual SPF protection provided by the Product,
4 she would not have paid as much as she did for the Product, or would not have
5 purchased the Product at all.

6 74. As a result of its deception, Defendant has been able to reap unjust
7 revenue and profit in violation of the UCL.

8 75. Unless restrained and enjoined, Defendant will continue to misrepresent
9 the Product as providing SPF protection of 60. Accordingly, injunctive relief is
10 appropriate for Plaintiff and members of the California Subclass.

11 76. As a result of the above-described conduct, Plaintiff and the California
12 Subclass members seek restitution and disgorgement of all money obtained by
13 Defendant from Plaintiff and California Subclass members as a result of its unlawful,
14 unfair, and/or fraudulent conduct, and as well as injunctive relief and all other relief
15 this Court deems appropriate, consistent with Business & Professions Code § 17203.

16 **THIRD CLAIM FOR RELIEF**

17 **Violation of California's FAL (Cal. Bus. & Prof. Code § 17500, *et seq.*)**

18 (By Plaintiff, Individually and on Behalf of the
19 California Subclass, Against Defendant)

20 77. Plaintiff repeats and incorporates paragraphs 1–52 as though fully set
21 forth herein.

22 78. Plaintiff brings this claim individually and on behalf of the California
23 Subclass against Defendant.

24 79. California's False Advertising Law (the "FAL")—Cal. Bus. & Prof. Code
25 §§ 17500, *et seq.*—prohibits "any statement" that is "untrue or misleading" and made
26 "with the intent directly or indirectly to dispose of" property or services.
27

1 80. As noted above, Defendant falsely or misleadingly represented that the
2 Product provides SPF protection of 60, when in fact the SPF protection it provides is
3 materially less than 60.

4 81. Defendant made this misrepresentation for the purposes of inducing
5 purchases of the Product by consumers and maximizing the number of purchases of
6 the Product by consumers.

7 82. Reasonable consumers, like Plaintiff, were likely to be (and actually
8 were) misled by this misrepresentation. As noted above, there is no practical means
9 for an individual consumer to verify a product's SPF prior to purchase, because
10 verifying a product's SPF requires highly technical and expensive testing. Moreover,
11 reliance on a manufacturer's SPF representations is standard practice by consumers.

12 83. Plaintiff and California Subclass members suffered economic injury as a
13 result of Defendant's misrepresentations that the Product provides SPF protection of
14 60. But for Defendant's false SPF claims, Plaintiff and California Subclass members
15 would not have paid as much as they did for the Product or would not have purchased
16 the Product at all. Accordingly, Plaintiff and California Subclass members were
17 misled into paying a price for the Product that they would not have paid had Defendant
18 truthfully and accurately represented the SPF protection provided by the Product.

19 84. As a result of Defendant's misrepresentations of the SPF protection
20 provided by the Product, Plaintiff and California Subclass members have been injured
21 in the amount of money they paid for the Product in excess of what they would have
22 paid for the Product had its actual SPF value been truthfully and accurately
23 represented.

FOURTH CLAIM FOR RELIEF
Breach of Express Warranty
(By Plaintiff, Individually and on Behalf of the
California Subclass, Against Defendant)

85. Plaintiff repeats and incorporates paragraphs 1–52 as though fully set forth herein.

86. Plaintiff brings this claim individually and on behalf of the California Subclass against Defendant under California Commercial Code § 2313.

87. Defendant manufactured, labeled and packaged, and advertised and promoted the Product in its regular course of business.

88. Plaintiff and the California Subclass members purchased the Product.

89. Defendant represented that the Product provides SPF protection of 60 to the public, including Plaintiff and California Subclass members, on the labeling and packaging of the Product and in advertising and promotional materials for the Product.

90. Defendant intended its SPF 60 representations—which figure prominently on the Product’s labeling and packaging and in advertising and promotional materials for the Product—to be relied upon by consumers like Plaintiff and California Subclass members who would ultimately use the Product on themselves and their loved ones.

91. Plaintiff reasonably relied on these representations, which formed the basis of her bargain, in purchasing the Product.

92. Defendant breached this express warranty in that the Product does not provide SPF protection of 60 (but rather provides SPF protection far lower than 60).

93. The SPF protection represented on the labels and packaging of the Product was false when the sales of the Product to Plaintiff and California Subclass members took place, and the falsity of these representations was undiscoverable by Plaintiff and the California Subclass members at the time they made their purchases.

1 94. All conditions precedent to seeking liability under this claim for breach
2 of express warranty have been performed by or on behalf of Plaintiff and the California
3 Subclass in terms of paying for the goods at issue.

4 95. Defendant also had actual or constructive notice of its false SPF
5 representations on the labeling and packaging of the Product based upon its testing of
6 the Product and its knowledge of the active ingredients (and the quantities of each)
7 comprising the Product.

8 96. Defendant's breach of express warranty has caused Plaintiff and the
9 members of the California Subclass to suffer injuries, pay for a falsely labeled Product,
10 and enter into transactions that they would not have entered into for the consideration
11 paid. As a direct and proximate result of Defendant's breach of express warranty,
12 Plaintiff and the California Subclass members have suffered damages and continue to
13 suffer damages, including economic damages, in terms of the difference between the
14 value of the product as promised and the value of the product as delivered.

15 97. As a result of Defendant's breach of an express warranty, Plaintiff and
16 the members of the California Subclass are entitled to legal and equitable relief
17 including damages, costs, attorneys' fees, rescission, and other relief as deemed
18 appropriate, for an amount to compensate them for not receiving the benefit of their
19 bargain.

20 **FIFTH CLAIM FOR RELIEF**

21 **Breach of Implied Warranty of Merchantability**

22 (BY Plaintiff, Individually and on Behalf of the
23 California Subclass, Against Defendant)

24 98. Plaintiff repeats and incorporates paragraphs 1–52 as though fully set
25 forth herein.
26
27

1 damages, including economic damages, in terms of the difference between the value
2 of the product as promised and the value of the product as delivered.

3 **SIXTH CLAIM FOR RELIEF**

4 **Fraud**

5 (By Plaintiff, Individually and on Behalf of the
6 California Subclass, Against Defendant)

7 105. Plaintiff repeats and incorporates paragraphs 1–52 as though fully set
8 forth herein.

9 106. Plaintiff brings this claim individually and on behalf of the members of
10 the California Subclass against Defendant under California common law.

11 107. As alleged above, Defendant made false and misleading statements, and
12 omitted material facts, in representing to Plaintiff and the California Subclass members
13 that the SPF protection provided by the Product is 60.

14 108. The actual SPF protection provided by the Product that Plaintiff and the
15 California Subclass members purchased was far less than the SPF protection that
16 Defendant represented on the labeling and packaging of the Product and in materials
17 used to advertise, promote, and market the Product.

18 109. Defendant also failed to disclose that the Product did not, in fact, provide
19 SPF protection of 60.

20 110. Defendant knowingly and intentionally misrepresented the SPF
21 protection provided by the Product for the purpose of increasing its revenues and
22 maximizing its corporate profits.

23 111. Defendant made these misrepresentations and omissions with knowledge
24 of their falsehood.

25 112. Defendant's misrepresentations and omissions concerning the SPF
26 protection provided by the Product were intended to induce Plaintiff and the California
27 Subclass members to purchase the Product.

1 113. And as Defendant intended, its misrepresentations and omissions
2 concerning the SPF protection of the Product induced Plaintiff and the California
3 Subclass members to purchase the Product. In purchasing the Product, Plaintiff and
4 the California Subclass members reasonably and justifiably relied on Defendant's
5 misrepresentations and omissions concerning the SPF protection provided by the
6 Product.

7 114. Had Plaintiff and the California Subclass members known that the
8 Product provided SPF protection materially lower than the SPF protection represented
9 by Defendant on the Product's labeling and packaging, and in advertising, marketing,
10 and promotional materials for the Product, they either would not have purchased the
11 Product at all or would have paid significantly less for the Product than they did.

12 115. The fraudulent actions by Defendant, as alleged herein, caused
13 substantial harm to Plaintiff and the members of the California Subclass, entitling them
14 to monetary damages and other available legal and equitable remedies.

15 **SEVENTH CLAIM FOR RELIEF**

16 **Negligent Misrepresentation**

17 (By Plaintiff, Individually and on Behalf of the
18 California Subclass, Against Defendant)

19 116. Plaintiff repeats and incorporates paragraphs 1–52 as though fully set
20 forth herein.

21 117. Plaintiff brings this claim individually and on behalf of the California
22 Subclass against Defendant under California common law.

23 118. Defendant misrepresented a fact. It advertised that the Product provided
24 SPF protection of 60, when in fact the SPF protection provided is materially lower.

25 119. There were no reasonable grounds for Defendant to believe that these
26 misrepresentations were true. As an experienced sunscreen manufacturer responsible
27 for testing the sunscreens that it labels, packages, advertises, promotes, and markets,

1 Defendant should have known that the Product did not in fact provide an SPF
2 protection of 60.

3 120. This misrepresentation was material. Consumers purchase sunscreens to
4 protect themselves and their loved ones from the dangerous effects of sun exposure.
5 Accordingly, the degree of sun protection as advertised on the Product was a
6 material—if not the sole—factor in Plaintiff’s decision to purchase Defendant’s
7 product. And this would be true of any reasonable consumer, including members of
8 the California Subclass.

9 121. Defendant intended that consumers, like Plaintiff and members of the
10 California Subclass, rely on its representation that the Product provided SPF protection
11 of 60, as stated on the labels and packaging of the Product and in advertising,
12 marketing, and promotional materials for the Product. As alleged herein, that
13 representation was designed solely for consumers, like Plaintiff and California
14 Subclass members, who will ultimately purchase and use the Product on themselves
15 and their loved ones.

16 122. Plaintiff’s reliance on Defendant’s representation that the Product
17 provided SPF protection of 60 was justifiable. Plaintiff had no way of verifying this
18 representation before purchase, and consumers generally rely on the SPF stated on the
19 Product instead of paying the substantial costs to have the product tested by labs.

20 123. Plaintiff was proximately damaged by Defendant’s misrepresentations.
21 Had Plaintiff known that Defendant’s representations that the Product provided SPF
22 protection of 60 were false, Plaintiff would not have paid as much as she did for the
23 Product, or she would not have purchased the product at all.

24 124. Further, Defendant was in a “special relationship” with Plaintiff and the
25 California Subclass members, and thus owed them a duty of care because:
26
27

1 a) The SPF misrepresentations Defendant made on the Product's labels
2 and packaging and in advertising and promotional materials for the
3 Product were intended solely to affect the purchasing decisions of
4 consumers, like Plaintiff and California Subclass members, who will
5 ultimately base their decision on these SPF claims and who ultimately
6 use the Product on themselves or their loved ones.

7 b) It was foreseeable that, by misrepresenting an SPF value as being
8 higher than it is, and charging a premium for that added protection,
9 Defendant would economically harm consumers by misleading them into
10 paying an unjustified premium for a sunscreen that lacked the advertised
11 protection.

12 c) This harm was certain.

13 d) Defendant's decision to label and package and advertise, market, and
14 promote the Product as providing SPF 60 protection was the close,
15 proximate cause of Plaintiff's and California Subclass members'
16 deception and the fact that they were overcharged for this product.

17 e) Misrepresenting the SPF of a sunscreen is egregious and immoral for
18 several reasons, the most obvious being that it leaves consumers
19 vulnerable to sunburn and heightens their risk of skin cancer by
20 misleading them into trusting inadequate sun protection from a lower
21 quality sunscreen. Charging a steep premium for a sunscreen that does
22 not actually protect people from the sun also immorally deprives these
23 consumers of money that they could have spent on more useful, necessary
24 items.

25 f) Holding sunscreen manufacturers accountable—to Plaintiff, California
26 Subclass members, and other sunscreen consumers—for SPF
27 misrepresentations would deter future misrepresentations, with no
28 perceivable drawbacks.

125. Accordingly, Plaintiff seeks damages on behalf of herself and the
California Subclass members in the amount of the overcharges they paid for Product.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
3 situated, seeks a judgment against Defendant as follows:

4 A. For an order certifying the Classes under Rule 23 of the Federal Rules of
5 Civil Procedure and naming Plaintiff as representative of the Classes and Plaintiff's
6 attorneys as Class Counsel to represent the Classes;

7 B. For an order finding in favor of Plaintiff and the Classes and against
8 Defendant on all counts asserted herein;

9 C. For actual, compensatory, and/or punitive damages in amounts to be
10 determined by the Court and/or jury;

11 D. For prejudgment interest on all amounts awarded;

12 E. For an order of restitution and all other forms of equitable monetary
13 relief;

14 F. For injunctive relief as pleaded or as the Court may deem proper; and

15 G. For an order awarding punitive damages, reasonable attorneys' fees, and
16 costs to counsel for Plaintiff and the Classes.

17 **DEMAND FOR TRIAL BY JURY**

18 Plaintiff demands a trial by jury on all causes of action and issues so triable.

19 Dated: August 22, 2025

Respectfully submitted,

20 /s/ Frank S. Hedin

21 Frank S. Hedin (SBN 291289)

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