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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

PLEASANT WAYNE, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

Supergoop, LLC and DOES 1 through 10,
inclusive,

Defendant.

Case No. **25STCV32861**

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA FALSE
ADVERTISING LAW, BUSINESS AND
PROFESSIONS CODE § 17500, et. seq.
2. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW,
BUSINESS AND PROFESSIONS CODE §
17200, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff Pleasant Wayne (“Plaintiff”), individually and on behalf of all other similarly
 2 situated purchasers (the “Class” and “Class Members”), brings this class action lawsuit against
 3 Supergoop, LLC (“Defendant” and or “Supergoop”), and alleges as follows:

4 **I. NATURE OF THE ACTION**

5 1. This is a consumer protection matter that concerns the false and misleading
 6 marketing of various sunscreen products.

7 2. Defendant produces, markets and sells the products under the brand name
 8 “Supergoop!®”.

9 3. Defendant markets the Products as “100% Mineral” and/or “Mineral” sunscreen
 10 products.

11 4. Defendant’s Supergoop!® products are offered for sale through various channels,
 12 including directly on Defendant’s website and through third party retail outlets and internet
 13 websites such as Sephora, Ulta Beauty, Amazon and Nordstrom.

14 5. The products at issue are the following products identified by the product name on
 15 the front label of each product and website description:

- 16 i. Label: Supergoop!® (Re)setting 100% Mineral Powder SPF 35; website
 17 descriptor: (Re)setting Mineral Powder SPF 35 (Colors – Translucent, Light,
 18 Medium, Deep)
- 19 ii. Label: Supergoop!® PLAY 100% Mineral Lotion SPF 50; website
 20 descriptor: PLAY Mineral Lotion SPF 50
- 21 iii. Label: Supergoop!® PLAY 100% Mineral Lotion SPF 30; website
 22 descriptor: PLAY Mineral Lotion SPF 30
- 23 iv. Label: Supergoop!® PLAY SPF 50 100% Mineral Stick with Olive Fruit
 24 Extract; website descriptor: PLAY Mineral Sunscreen Stick SPF 50
- 25 v. Label: Supergoop!® Bright-Eyed 100% Mineral Eye Cream SPF 40; website
 26 descriptor: Bright-Eyed Mineral Eye Cream SPF 30
- 27 vi. Label: Supergoop!® (Glow)setting 100% Mineral Powder SPF 35; website
 28 descriptor: (Glow)setting Mineral Powder SPF 35
- vii. Label: Supergoop!® POOF 100% Mineral Part Powder SPF 35; website
 descriptor: Poof Mineral Part Powder SPF 35

- viii. Label: Supergoop!® Zinc Screen 100% Mineral Lotion SPF 40; website descriptor: Zincscreen Mineral Lotion SPF 40
- ix. Label: Supergoop!® Sunnyscreen SPF 50 Lotion for Babies + Kiddos 100% Non-Nano Mineral; website descriptor: Sunnyscreen Mineral Lotion SPF 50
- x. Label: Supergoop!® Sunnyscreen SPF 50 Spray for Babies + Kiddos 100% Non-Nano Mineral; website descriptor: Sunnyscreen Mineral Spray SPF 50
- xi. Label: Supergoop!® Mineral Mattescreen SPF 40 100% Mineral; website descriptor: Mineral Mattescreen SPF 40
- xii. Label: Supergoop!® Mineral Sheerscreen SPF 30 100% Mineral; website descriptor: Mineral Sheerscreen SPF 30
- xiii. Label: Supergoop!® Mineral Glowscreen Soft-radiance Drops SPF 40; website descriptor: Mineral Glowscreen Soft-Radiance Drops SPF 40 (Shades – Sunrise and Golden Hour)
- xiv. Label: Supergoop!® Mineral Sheer Stick SPF 30; website descriptor: Mineral Sheer Stick SPF 3-0
- xv. Label: Supergoop!® Mineral Unseen Sunscreen SPF 40 Mineral Broad Spectrum Sunscreen; website descriptor: Mineral Unseen Sunscreen SPF 40
- xvi. Label: Supergoop!® Daily Dose Bioretinol + Mineral SPF (SPF 40); website descriptor: Daily Dose Bioretinol + Mineral SPF 40
- xvii. Website descriptor: Lipshade Mineral Lip Color SPF 30 (Shades – Hey Y’all, Obsessed, Love you More, Lucky Me, High Five)

(Hereinafter referred to collectively as the “Products”).

II. STATEMENT OF FACTS

A. Consumer Demand and Market Growth for Mineral and Naturally Derived Ingredients in Sunscreen Products for Adults and Babies.

3. The global mineral sunscreen industry has experienced a period of substantial growth, reflecting a shift in consumer preferences towards natural and eco-friendly skincare solutions.¹ One of the key growth drivers for the mineral sunscreen market is the escalating demand for organic and natural skincare products.² Mineral sunscreens align with these

¹ <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>

² <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>

aspirations.³ Consumers' rising preference for natural and organic ingredients in personal care products, coupled with concerns about chemical sunscreens, has boosted the demand for mineral-based alternatives.⁴ Reasonable consumers, including Plaintiff, interpret the phrases and or words “100% mineral” or “mineral” as a representation that a product only contains “mineral” ingredients and does not contain other ingredients, including but not limited to, other unnatural or synthetic ingredients.

B. The Challenged Marketing And Advertising.

4. During the Class Period defined herein, dating from four (4) years prior to the date of the filing of the complaint, Defendant through an extensive, widespread, comprehensive, and uniform nationwide marketing campaign, including creating marketing materials pertaining to the Products for itself and third-party sellers and marketing platforms, promoted the Products as being “100% Mineral” and or “Mineral” by way of marketing and advertising language on the Products labels, packaging and website pages that includes, but is not limited to, the following statements and terminology identified in bold:

i. Supergoop!® (Re)setting 100% Mineral Powder SPF 35

1. Label: Supergoop!® (Re)setting **100% Mineral** Powder SPF 35;
2. Website descriptor: (Re)setting **Mineral** Powder SPF 35 (Colors – Translucent, Light, Medium, Deep)
3. Packaging: **100% Mineral** Powder
4. Website: “(Re)setting **Mineral** Powder SPF 35”; “A **mineral** setting powder that mattifies shine”

ii. Supergoop!® PLAY 100% Mineral Lotion SPF 50

1. Label: Supergoop!® PLAY **100% Mineral** Lotion SPF 50
2. Website descriptor: PLAY **Mineral** Lotion SPF 50
3. Website: “Play **Mineral** Lotion SPF 50”; “A lightweight, **mineral** sunscreen body lotion”; “Blendable **mineral** formula”; “Play **Mineral** Lotion”

³ <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>

⁴ <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>

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- iii. Supergoop!® PLAY 100% Mineral Lotion SPF 30
 1. Label: Supergoop!® PLAY **100% Mineral** Lotion SPF 30
 2. Website descriptor: PLAY **Mineral** Lotion SPF 30
 3. Website: “Play **Mineral** Lotion SPF 50”; “A lightweight, **mineral** sunscreen body lotion”; “Blendable **mineral** formula”; “Play **Mineral** Lotion”
- iv. Supergoop!® PLAY SPF 50 100% Mineral Stick with Olive Fruit Extract
 1. Label: Supergoop!® PLAY SPF 50 **100% Mineral** Stick with Olive Fruit Extract
 2. Website descriptor: PLAY Mineral Sunscreen Stick SPF 50
 3. Website: “PLAY **Mineral** Sunscreen Stick SPF 50”; “A blendable **mineral** sunscreen stick”; “Swipe Play **Mineral** Stick generously and evenly across all exposed skin”; “We love pairing with PLAY **100% Mineral** Lotion”
- v. Supergoop!® Bright-Eyed 100% Mineral Eye Cream SPF 40
 1. Label: Supergoop!® Bright-Eyed **100% Mineral** Eye Cream SPF 40;
 2. Website descriptor: Bright-Eyed **Mineral** Eye Cream SPF 30
 3. Packaging: “**100% Mineral** Eye Cream”
 4. Website: “Protects with **mineral** SPF”; “Bright-Eyed **Mineral** Eye Cream SPF 40”; “Use Bright-Eyed 100% **Mineral** Eye Cream in your daily skincare routine”
- vi. Supergoop!® (Glow)setting 100% Mineral Powder SPF 35
 1. Label: Supergoop!® (Glow)setting **100% Mineral** Powder SPF 35
 2. Website descriptor: (Glow)setting **Mineral** Powder SPF 35
 3. Packaging: “**100% Mineral** Powder”
 4. Website: “(Glow)setting Mineral Powder SPF 35”; “on-the-go **mineral** sun protection”
- vii. Supergoop!® POOF 100% Mineral Part Powder SPF 35
 1. Label: Supergoop!® POOF **100% Mineral** Part Powder SPF 35
 2. Website descriptor: Poof **Mineral** Part Powder SPF 35

3. Website: “Poof **Mineral** Part Powder SPF 35”; “A **mineral** SPF powder that protects your scalp from the sun’s UV rays”
- viii. Supergoop!® Zinc Screen 100% Mineral Lotion SPF 40
 1. Label: Supergoop!® Zinc Screen **100% Mineral** Lotion SPF 40
 2. Website descriptor: Zincscreen **Mineral** Lotion SPF 40
 3. Packaging: “**100% Mineral** Lotion”
 4. Website: “Zinscreen **Mineral** Lotion SPF 40”; “a lightweight blendable **mineral** lotion”; “This **mineral** sunscreen provides daily protection”
- ix. Supergoop!® Sunnyscreen SPF 50 Lotion for Babies + Kiddos 100% Non-Nano Mineral
 1. Label: Supergoop!® Sunnyscreen SPF 50 Lotion for Babies + Kiddos **100% Non-Nano Mineral**
 2. Website descriptor: Sunnyscreen **Mineral** Lotion SPF 50
 3. Website: “Sunnyscreen **Mineral** Lotion SPF 50”; “This sunscreen is part of our Sunnyscreen™ collection, which features three **mineral** sunscreen formulas”
- x. Supergoop!® Sunnyscreen SPF 50 Spray for Babies + Kiddos 100% Non-Nano Mineral
 1. Label: Supergoop!® Sunnyscreen SPF 50 Spray for Babies + Kiddos **100% Non-Nano Mineral**
 2. Website descriptor: Sunnyscreen **Mineral** Spray SPF 50
 3. Website: “Sunnyscreen **Mineral** Spray SPF 50”; “This sunscreen is part of our Sunnyscreen™ collection, which features three **mineral** sunscreen formulas”
- xi. Supergoop!® Mineral Mattescreen SPF 40 100% Mineral
 1. Label: Supergoop!® **Mineral** Mattescreen SPF 40 **100% Mineral**
 2. Website descriptor: **Mineral** Mattescreen SPF 40
 3. Packaging: “**Mineral** Matte Screen”; “**100% Mineral**”
 4. Website: “**Mineral** Mattescreen SPF 40”; “A **mineral**, mattifying tinted sunscreen”; “**Mineral** SPF 40”

xii. Supergoop!® Mineral Sheerscreen SPF 30 100% Mineral

1. Label: Supergoop!® **Mineral** Sheerscreen SPF 30 **100% Mineral**
2. Website descriptor: **Mineral** Sheerscreen SPF 30
3. Packaging: “**Mineral** Sheer Screen”; “**100% Mineral**”
4. Website: “**Mineral** Sheerscreen SPF 30”; “A **mineral**, sheer face lotion that provides sun protection”

xiii. Supergoop!® Mineral Glowscreen Soft-radiance Drops SPF 40

1. Label: Supergoop!® **Mineral** Glowscreen Soft-radiance Drops SPF 40
2. Website descriptor: **Mineral** Glowscreen Soft-Radiance Drops SPF 40 (Shades – Sunrise and Golden Hour)
3. Website: “**Mineral** Glowscreen Soft-Radiance Drops SPF 40”; “tinted **mineral** sunscreen”; “**Mineral** SPF that’s all glow”; “Soft glow **mineral** drops”; “soft glow **mineral** SPF drops”; “**mineral** SPF 40 protection”

xiv. Supergoop!® Mineral Sheer Stick SPF 30

1. Label: Supergoop!® **Mineral** Sheer Stick SPF 30
2. Website descriptor: **Mineral** Sheer Stick SPF 30
3. Website: “**Mineral** Sheer Stick SPF 30”; “provides on-the-go **mineral** sun protection”; “**Mineral** SPF, On the Go”; “Protects with **mineral** SPF 30”; “**Mineral** SPF”

xv. Supergoop!® Mineral Unseen Sunscreen SPF 40 Mineral Broad Spectrum Sunscreen

1. Label: Supergoop!® **Mineral** Unseen Sunscreen SPF 40 **Mineral** Broad Spectrum Sunscreen
2. Website descriptor: **Mineral** Unseen Sunscreen SPF 40
3. Packaging: “**Mineral** Unseen Sunscreen”
4. Website: “**Mineral** Unseen Sunscreen SPF 40”; “scentless **mineral** sunscreen”; “**Mineral** cloud-like lotion”; “now in a sheer **mineral** formula”; “seamlessly blendable **mineral** SPF formula”

xvi. Supergoop!® Daily Dose Bioretinol + Mineral SPF (SPF 40)

1. Label: Supergoop!® Daily Dose Bioretinol + **Mineral** SPF (SPF 40)
2. Website descriptor: Daily Dose Bioretinol + **Mineral** SPF 40
3. Website: “Daily Dose Bioretinol + **Mineral** SPF 40”; “A daytime, plant-based retinol alternative treatment with **mineral** SPF 40”

xvii. Lipshade **Mineral** Lip Color SPF 30

1. Website descriptor: Lipshade **Mineral** Lip Color SPF 30 (Shades – Hey Y’all, Obsessed, Love you More, Lucky Me, High Five)
2. Website: “hydrate & protect with **mineral** SPF”; “created to deliver **mineral** SPF protection”

5. The foregoing are hereafter collectively referred to as the “Challenged Representations”. The Challenged Representations are set forth in Exhibit 1 and 2 attached hereto.

C. Plaintiff’s And Consumers’ Understanding and Reliance On Defendant’s Challenged Representations.

6. The Challenged Representations are material to reasonable consumers, including Plaintiff, who are concerned about exposing themselves and their children to unnatural and or synthetic ingredients. Specifically, the chemical compositions of the Products are important to consumers and the desire for a truly 100% mineral formula and natural product motivated them to buy the Products.

7. Reasonable consumers, including Plaintiff, take the words and phrases “100% mineral” and “mineral” in the Challenged Representations at face value — assuming it means *the entire formula* is mineral- or natural. They believe every ingredient is mineral or from a natural source (hereafter defined and referred to as the “Net Impression of the Challenged Representations” and/or the “Net Impression”).

8. Based on the Challenged Representations, Plaintiff and reasonable consumers reasonably understood and relied upon the Net Impression of the Challenged Representations to mean that the Products are 100% mineral and natural and do not contain any non-mineral ingredients – whether synthetic, processed, chemically altered, or otherwise unnatural.

D. The Supergoop!® Products Contain Ingredients That Are Non-Mineral Unnatural, Synthetic, Chemical And/Or Artificial.

9. The Products are not 100% mineral and natural products as marketed, labeled and advertised. Contrary to the Challenged Representations, the Products actually contain numerous non-mineral, unnatural, synthetic, chemical and/or artificial ingredients as set forth in Exhibit 2 attached hereto.

10. In addition to those ingredients that are non-mineral or not natural, the Products contain numerous ingredients that have been subject to significant chemical modification or processing, which materially altered the ingredients' original, natural or mineral composition. Put differently, to create certain ingredients used in the Products, natural and mineral ingredients are subjected to substantial processing such that the resulting ingredient used in the Products is an entirely new, synthetically-created ingredient—one that fundamentally differs from the original natural or mineral ingredient. Accordingly, the Challenged Representations are false, misleading, and deceptive, and therefore unlawful.

E. Plaintiff's And Consumers' Resulting Harm From Defendant's Challenged Representations.

11. Through the false, misleading and deceptive labeling and marketing of the Products, Defendant seeks to take advantage of consumers' desire for a truly 100% mineral formula and natural product and does so at the expense of unwitting consumers and lawfully acting competitors, over whom Defendant maintains an unfair competitive advantage.

12. Defendant's marketing and advertising campaign enabled Defendant to sell the Products to thousands of California citizens. The Products are sold individually for prices ranging from \$24 to \$50 per product.

13. Plaintiff and reasonable consumers read, believed and relied upon the Challenged Representations when purchasing the Products.

14. In reliance on the Challenged Representations set forth herein, Plaintiff and consumers purchased products they would not have purchased but for Defendant's Challenged

1 Representations. Had Plaintiff and other consumers known the true nature of the Products, they
2 would not have purchased and spent money on the Products.

3 15. As such, Defendant has engaged in conduct which violates Business and Professions
4 Code sections 17200, et seq. and 17500, et seq.

5 **F. Summary of Notice of Violations of Law and Demand For Relief.**

6 16. On August 12, 2025, Defendant was served by Plaintiff with written notice which set
7 forth Plaintiff's contentions and requested remedy. Defendant ignored Plaintiff's attempts to
8 address the concerns stated herein and instead has allowed the Products to continue to be sold with
9 full knowledge of the alleged claims.

10 17. Wherefore, unless and until enjoined by order of this Court, the false, misleading and
11 deceptive marketing and advertising of the Products by Defendant (i.e., the Challenged
12 Representations) will continue and cause great and irreparable injury to Plaintiff, the Class Members
13 and other California consumers.

14 18. Therefore, Plaintiff brings this action challenging Defendant's claims relating to the
15 Products on behalf of herself and all others similarly situated under Business and Professions Code
16 sections 17500, et seq. and 17200, et seq.

17 19. Wherefore, Plaintiff seeks an order in equity compelling Defendant to discontinue the
18 conduct alleged herein.

19 20. Plaintiff further seeks an order in equity compelling Defendant to restore the monetary
20 amounts by which Plaintiff and the Class did not receive the value of the Products they paid for and
21 by which Defendant has been unjustly enriched.

22 21. Plaintiff further seeks pre- and post-judgment interest, attorney's fees, and costs.

23 **III. THE PARTIES**

24 **A. Defendant**

25 22. Defendant Supergoop, LLC ("Defendant Supergoop") is a Delaware Limited Liability
26 Company Corporation with headquarters located at 149 Fifth Avenue, 8th Floor, New York, New
27 York 10010.
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23. Defendant Supergoop is the owner and distributor of the Products and is the company that created and/or authorized the false, misleading and deceptive advertisements and labeling for the Products alleged herein.

24. Plaintiff is further informed and believes and based thereon alleges that DOES 1 through 10 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the events, happenings, and damages hereinafter set forth below. The true names and capacities, whether individual, corporate, associate or otherwise of certain manufacturers, distributors, and/or their alter egos sued herein as DOES 1 through 10 inclusive are presently unknown to Plaintiff who therefore sue this Defendant by fictitious names. Plaintiff will seek leave of this Court to amend the Complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believes and based thereon alleges that DOES 1 through 10 were authorized to do and did business in Los Angeles, California.

B. Plaintiff

25. Plaintiff Pleasant Wayne is, and at all times relevant hereto was, a citizen of the state of California. Plaintiff purchased the Supergoop!® Mineral Mattescreen SPF 40 product four times between summer 2023 and summer 2024 in-person at Ulta Beauty and Sephora retail locations in Los Angeles County, California. Depending on the size, Plaintiff paid \$28.00 or \$40.00 per product.

26. Prior to and at the time of each purchase, Plaintiff considered Defendant's Challenged Representations. Plaintiff reasonably relied on the Challenged Representations in deciding to purchase the Products, and she would not have purchased the Products if the true facts had been known. As a direct result of Defendant's Challenged Representations Plaintiff suffered and continues to suffer, economic injuries.

27. The Products that were manufactured, marketed, advertised and sold by Defendant over the proposed class period and are currently being manufactured, marketed, advertised and sold by Defendant, and the Product purchased by Plaintiff as set forth herein, were and are substantially similar. The Products all have the same essential label, packaging and marketing design and are composed of the same essential ingredients.

IV. JURISDICTION AND VENUE

28. This Court has personal jurisdiction over Plaintiff because Plaintiff is a citizen of California and submits to the Court's jurisdiction.

29. Defendant Supergoop, LLC. ("Defendant") is a Delaware limited liability corporation. Defendant, directly and through its agents, has substantial contacts with and receives substantial benefits and income from and through the State of California and the County of Los Angeles. Therefore, Defendant Supergoop, LLC., is subject to jurisdiction in California based upon sufficient minimum contacts which exist between it and California.

30. Venue is proper in this District because Defendant is not registered with the Office of the Secretary of State of California and does not have a Registered Street Address of California Office.

V. CLASS ALLEGATIONS

31. Plaintiff brings this action on her own behalf and on behalf of all other persons similarly situated. The Class which Plaintiff seeks to represent comprises:

All citizens of the state of California who purchased the Products during the time period of four (4) years preceding the date of the filing of this class action through the present. (Referred to herein as "the Class" or "Class Members").

Said definition may be further defined or amended by additional pleadings, evidentiary hearings, a class certification hearing, and orders of this Court.

32. Numerosity: Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable.

33. Adequacy: Plaintiff is an adequate representative of the Class because Plaintiff's interests are the same as the Class in that Plaintiff and the Class Members were subjected to the same representations by Defendant as set forth herein; Plaintiff intends to prosecute this action vigorously and completely on behalf of himself and the Class Members; Plaintiff has retained competent counsel experienced in prosecuting class actions; and Plaintiff's interests do not conflict

1 with the interests of the Members of the Class. Based thereon, the interests of the Class Members
2 will be fairly and adequately protected by Plaintiff and Plaintiff's counsel.

3 34. Commonality and Predominance of Common Issues: Defendant has acted on grounds
4 common and applicable to the entire Class and therefore, numerous questions of law and fact are
5 common to Plaintiff and the Class Members that predominate over any question affecting only
6 individual Class Members thereby making relief appropriate with respect to the Class as a whole.

7 Common and predominate factual and legal issues include but are not limited to:

8 (1) The Products that were and are currently being manufactured, marketed, advertised
9 and sold by Defendant over the proposed class period as set forth herein, each
10 individually have the same composition of materials and chemicals and were
11 marketed, advertised and sold by Defendant in the same place and manner during the
12 proposed class period with the same misrepresentation.

13 (2) Each of the Products are labeled and packaged the same. Therefore, Plaintiff and the
14 Class Members were exposed to the same labeling and packaging for each of the
15 Products.

16 (3) Defendant's marketing and representations about each of the Products to which
17 Plaintiff and the Class were exposed was common for each and all of the products and
18 the same during the class period and therefore common to Plaintiff and the Class
19 Members and substantially similar.

20 (4) Whether the Challenged Representations by Defendant, as alleged herein, were and
21 are material to Plaintiff and the Class Members.

22 (5) Whether the Challenged Representations by Defendant, as alleged herein, were and
23 are false, deceptive and/or misleading in violation of Business and Professions Code
24 sections 17200, et seq. and 17500, et seq.

25 35. Accordingly, the determination of Defendant's liability under each of the causes of
26 action presents legal issues that are common to Plaintiff and the class as a whole.
27
28

1 36. Typicality: Plaintiff's claims are co-extensive with those of the Class members as
2 Plaintiff and the Class Members' injuries and claims arise from the same course of conduct by
3 Defendant as alleged herein.

4 37. The Class is identifiable and ascertainable. Plaintiff has precisely defined the Class
5 based on objective criteria whereby Class Members would be able to know whether they are a
6 member of the prospective Class, specifically, all citizens of the state of California who purchased
7 the Products during the time period of four (4) years preceding the date of the filing of this class
8 action through the present.

9 38. Notice can be provided to such purchasers using techniques and a form of notice
10 customarily used in class actions, including direct notice by email to the Class Members and other
11 California consumers from Defendant's and third-party retailers' records, internet publication,
12 radio, newspapers, magazines and other social media platforms such as YouTube, Instagram,
13 TikTok and Facebook.

14 39. Superiority: A class action is superior to other available methods for the fair and
15 efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and will
16 continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct.
17 The expense and burden of individual litigation would make it impracticable and impossible for
18 proposed Class Members to afford to seek legal redress for the wrongs complained of herein and
19 prosecute their claims individually. Therefore, absent a class or representative action, the Class
20 Members will continue to suffer losses and Defendant will be allowed to continue these violations
21 of law and to retain the proceeds of its wrongdoing. Class treatment of common questions of law
22 and fact would also be a superior method to multiple individual actions or piecemeal litigation in
23 that class treatment will conserve the resources of the courts and the litigants and will promote
24 consistency and efficiency of adjudication. Finally, trial on a representative and class basis would
25 be manageable. Liability may be determined by facts and law common to the Class Representative
26 and the Class Members and monetary damages or restitution may be determined by proven and
27 approved methods on a class wide basis.
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VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17500, et seq.

(False and Misleading Advertising)

40. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and incorporates the same as if set forth herein.

41. This cause of action is brought pursuant to Business and Professions Code section 17500, et seq., on behalf of Plaintiff and the Class.

42. As alleged in the preceding paragraphs, the Challenged Representations detailed herein constitute unfair, unlawful, and fraudulent business practices within the meaning of Business and Professions Code section 17500, et seq.

43. Defendant intended the Challenged Representations, Net Impression of the Challenged Representations, as detailed herein.

44. Defendant publicly disseminated and advertised the Challenged Representations set forth herein which Defendant knew, or should have known in the exercise of reasonable care, was untrue or misleading via advertising mediums that include but are not limited to, the Product labeling and website at <https://supergoop.com/?view=sl-E8E3201B>, as set forth herein.

45. The Challenged Representations and Net Impression of the Challenged Representations were material to Plaintiff and the Class Members and played a substantial part, and were a substantial factor, in influencing Plaintiff's and the Class Members' decisions to purchase the Products.

46. Plaintiff and the Class Members relied on Defendant's false, deceptive, and misleading representations and would not have purchased the Products if not for the false, deceptive, and misleading representations and marketing of the Challenged Representations by Defendant set forth herein.

47. Plaintiff and the Class Members have suffered injury in fact and have lost money or property as a result of Defendant's false, deceptive, and misleading representations and marketing of the Challenged Representations set forth herein.

A. “Unfair” Prong

56. Under California’s Unfair Competition Law (Bus. & Prof. Code, § 17200, et seq.), a challenged activity is “unfair” when “any injury it causes outweighs any benefits provided to consumers and the injury is one that the consumers themselves could not reasonably avoid.” (Camacho v. Auto Club of Southern California (2006) 142 Cal.App.4th 1394, 1403.)

57. Defendant’s Challenged Representations in the marketing, advertising, packaging and labeling of the Products are false.

58. Defendant’s Challenged Representations falsely advertising the status of the Products cause injuries to consumers, who do not receive what they were promised.

59. Defendant’s Challenged Representations stifles competition in the marketplace.

60. Consumers cannot avoid any of the injuries caused by Defendant’s false and misleading advertising of the Products.

61. Defendant’s conduct of marketing, advertising, packaging and labeling the Products with the Challenged Representations detailed herein results in financial harm to consumers. Thus, the utility of Defendant’s conduct is vastly outweighed by the gravity of its harm.

62. Defendant’s marketing, advertising, packaging and labeling of the Products with the Challenged Representations detailed herein is false, deceptive, misleading and unreasonable, and constitutes unfair conduct.

63. Defendant knew or should have known of its unfair conduct.

64. As alleged in the preceding paragraphs, the Challenged Representations by Defendant detailed above constitute an unfair business practice within the meaning of Business and Professions Code section 17200, et seq.

65. There were reasonably available alternatives to further Defendant’s business interests other than the conduct described herein. Defendant could have marketed, advertised, packaged and labeled the Product without making the Challenged Representations detailed herein.

66. All of the conduct alleged herein occurs and continues to occur in Defendant’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

B. “Fraudulent” Prong

67. Defendant’s marketing, advertising, packaging and labeling of the Products with the Challenged Representations detailed herein is likely to deceive members of the public.

68. Defendant’s advertising and labeling of the Products with the Challenged Representations detailed herein is false, deceptive, misleading, and unreasonable and constitutes fraudulent conduct.

69. Defendant knew or should have known of its fraudulent conduct.

70. As alleged in the preceding paragraphs, the material Challenged Representations and by Defendant detailed above constitute a fraudulent business practice in violation of Business and Professions Code section 17200, et seq.

71. There were reasonably available alternatives to further Defendant’s business interests other than the conduct described herein. Defendant could have marketed, advertised, packaged and labeled the Products without making the Challenged Representations detailed herein.

72. All of the conduct alleged herein occurs and continues to occur in Defendant’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

73. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Defendant’s fraudulent conduct. Plaintiff and the Class paid an unwarranted premium for the Products. Plaintiff and the Class purchased the Products under the false belief of the Challenged Representations and the Net Impression of the Challenged Representations set forth herein. Plaintiff and the Class relied upon Defendant’s Challenged Representations and the Net Impression of the Challenged Representations set forth herein. Plaintiff and the Class reasonably relied on these Challenged Representations and Net Impression of the Challenged Representations in deciding to purchase the Products and would not have purchased the Products if the true facts had been known. Plaintiff and the Class would not have purchased the Products had they known that the Products contain ingredients that are non-mineral, unnatural, synthetic, chemical and/or artificial, and had they not been misled by the false and misleading advertising containing the Challenged Representations detailed herein.

C. “Unlawful” Prong

74. Defendants’ business practices, described herein, violated and continue to violate the “unlawful” prong of Business and Professions Code section 17200, et seq., by violating Civil Code sections 1573, 1709, 1710, 1711, and Business and Professions Code sections 17500, et. seq., 17580, et seq., (Environmental Advertising), as well as the common law.

75. Defendant’s advertising and labeling of the Products with the Challenged Representations is further “unlawful” because it violates California Health and Safety Code sections 110390-110400 and sections 111440-111450 (“the Sherman Law”).

76. In 1938, Congress enacted the Federal Food, Drug, and Cosmetic Act (“FD&C Act”), 21 U.S.C. § 301, et seq. after Congress “became increasingly concerned about unsafe drugs and fraudulent marketing.” (*Wyeth v. Levine* (2009) 555 U.S. 555, 566.) Through the FD&C Act, 21 U.S.C. section 301, et seq., the FDA has several safety and effectiveness regulations in place that govern the manufacture and marketing of cosmetic products.

77. The California Health & Safety Code’s Sherman Food, Drug and Cosmetic Law (“Sherman Law”) expressly incorporates federal labeling requirements for drugs – including over-the-counter (“OTC”) drugs – into California law. Specifically, Health and Safety Code section 110111 provides that all nonprescription drug regulations adopted pursuant to the federal act are the nonprescription drug regulations of this state. In addition, section 110340 requires that all drug labels comply with the Fair Packaging and Labeling Act, title 15 of the United States Code, section 1451, et seq.

78. The FD&C Act prohibits, among other things, the “introduction or delivery for introduction into interstate commerce of any food, drug, device, or cosmetic that is adulterated or misbranded.” (FD&C Act, § 301, subd. (a); 21 U.S.C. 331, subd. (a).) Under the FD&C Act, a drug may be misbranded if “its labeling is false or misleading in any particular.” (21 U.S.C. § 352, subd. (a).)

79. The California Health & Safety Code Sherman Law’s definition of “misbranded” as defined by California Health and Safety Code section 111330 mirrors the FDA definition, defining a drug as misbranded if “its labeling is false or misleading in any particular.” (*Id.* § 111330.)

1 Accordingly, under the California Health & Safety Code, it is unlawful in the state of California to
2 distribute any drug if its packaging or labeling does not conform to the provisions of the Sherman
3 Law or the Federal Law. (Health & Saf. Code, § 110385.)

4 80. In determining whether the labeling or advertisement of a food, drug, device, or
5 cosmetic is misleading, all representations made or suggested by statement, word, design, device,
6 sound, or any combination of these, shall be taken into account. The extent that the labeling or
7 advertising fails to reveal facts concerning the food, drug, device, or cosmetic or consequences of
8 customary use of the food, drug, device, or cosmetic shall also be considered. (*Id.* § 110290.)

9 81. As alleged herein, Defendant has violated the Sherman Law by misbranding the
10 Products through the marketing and advertising of the Products with the Challenged Representations
11 when the Products contain ingredients that are non-mineral, unnatural, synthetic, chemical and/or
12 artificial.

13 82. Defendant knew or should have known of their unlawful conduct.

14 83. As alleged in the preceding paragraphs, the Challenged Representations by Defendant
15 detailed herein constitute an unlawful business practice within the meaning of Business and
16 Professions Code section 17200, et seq.

17 84. There were reasonably available alternatives to further Defendant's legitimate
18 business interests other than the conduct described herein. Defendant could have truthfully labeled
19 and advertised each of the Products.

20 85. Plaintiff and the Class have suffered injury in fact and have lost money as a result of
21 Defendant's fraudulent conduct. Plaintiff and the Class paid an unwarranted premium for the
22 Products. Plaintiff and the Class purchased the Products under the false belief of the Challenged
23 Representations and Net Impression of the Challenged Representations set forth herein. Plaintiff
24 and the Class relied upon Defendant's Challenged Representations and the Net Impression of the
25 Challenged Representations set forth herein. Plaintiff and the Class reasonably relied on these
26 Challenged Representations and the Net Impression of the Challenged Representations in deciding
27 to purchase the Products and would not have purchased the Products if the true facts had been
28 known. Plaintiff and the Class would not have purchased the Products had they known that the

1 Products contained ingredients that are non-mineral, unnatural, synthetic, chemical and/or artificial
2 and had they not been misled by the Challenged Representations and the Net Impression of the
3 Challenged Representations set forth herein.

4 86. All of the conduct alleged herein occurred and continues to occur in Defendant's
5 business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct
6 repeated on thousands of occasions daily.

7 87. Wherefore, unless and until enjoined by order of this Court, the Challenged
8 Representations by Defendant will continue and cause great and irreparable injury to California
9 consumers.

10 88. Therefore, pursuant to Business and Professions Code section 17203, Plaintiff seeks
11 an order in equity from this Court enjoining Defendant from engaging in the above-described
12 wrongful acts and practices, including, but not limited to, an order enjoining Defendant from
13 continuing to disseminate and/or including the Challenged Representations detailed herein in the
14 marketing, advertising, website pages, packaging and labeling of the Products.

15 89. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members
16 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the
17 value of the Products they paid for, and by which Defendant was unjustly enriched.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays
20 for judgment and relief on all Causes of Action as follows:

21 **FIRST AND SECOND CAUSES OF ACTION**

- 22 1. An order enjoining Defendant from pursuing the practices complained of herein;
23 2. An order certifying that the action may be maintained as a Class Action;
24 3. For an award of restitution in an amount according to proof at trial;
25 4. For an award of attorney fees pursuant to Civil Code section 1021.5.
- 26
27
28

FURTHER RELIEF

Plaintiff further seeks punitive damages pursuant to Civil Code section 3294, pre- and post-judgment interest and such other and further relief as the Court may deem appropriate.

JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all triable issues.

DATED: November 7, 2025

STEVENS, L.C.

By: //s//Paul D. Stevens
Paul D. Stevens
Attorneys for Plaintiff and the
Class