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

11 MARIA KRASNOVA, individually and on  
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 CLINIQUE LABORATORIES, LLC,

16 Defendant.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

(JURY TRIAL DEMANDED)

17  
18 Plaintiff Maria Krasnova, individually and on behalf of all others similarly  
19 situated, makes the following allegations pursuant to the investigation of her counsel  
20 and based upon information and belief, except as to allegations pertaining specifically  
21 to herself or her counsel, which are based on personal knowledge.

22 **NATURE OF THE CASE**

23 1. Plaintiff brings this action against Defendant Clinique Laboratories, LLC  
24 to redress and put a stop to the false, deceptive, and unlawful manner in which  
25 Defendant has labeled, distributed, advertised, promoted, and marketed its sunscreen  
26 product “Clinique Broad Spectrum SPF 50 Mineral Sunscreen Fluid for Face” (the  
27  
28

1 “Product”). On the Product’s labeling, its outer packaging (the box), and in advertising  
2 and promotional materials for the Product, Defendant represents that the Product  
3 provides a sun protection factor (“SPF”) that is far higher than the SPF that the Product  
4 actually provides, thereby deceiving consumers into believing that the Product offers  
5 better protection against sunburns and other dangerous effects of exposure to  
6 ultraviolet radiation (such as skin cancer and premature aging) than it actually  
7 provides, and that the Product is thus worth purchasing at a price higher than what is  
8 charged for other lower-SPF sunscreens.

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 50  
11 protection. Unbeknownst to them, however, the Product actually provides only SPF  
12 26 protection—nearly half of the protection Defendant represents—as independent  
13 laboratory testing commissioned by Plaintiff’s counsel has revealed. At SPF 26, 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 50 protection.

17       3. Defendant has labeled, packaged, distributed, advertised, promoted, and  
18 marketed the Product as providing greater protection against the sun’s harmful rays  
19 than it actually provides in order to capitalize on consumer demand for high-SPF  
20 sunscreens, such as SPF 50 sunscreens. By promising SPF 50 protection, the Product  
21 sells at premium prices and, in turn, generates more revenue and profit for Defendant  
22 than its lower-SPF sunscreen counterparts.

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

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

3 5. Defendant's practices of falsely, deceptively, and misleadingly  
4 representing that the Product provides SPF protection of 50 (including on the Product's  
5 labeling, packaging, and in advertising and promotional materials) induced Plaintiff  
6 and numerous other consumers into either purchasing a product they otherwise would  
7 not have purchased at all, or paying significantly more for a product than they would  
8 have paid had it been labeled, distributed, advertised and promoted with accurate SPF  
9 representations.

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

16 **JURISDICTION AND VENUE**

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

22 8. Personal jurisdiction and venue are proper because Plaintiff resides in  
23 California and within this judicial District and because Plaintiff relied upon  
24 Defendant's representations and advertisements concerning the SPF protection  
25 provided by the Product in California and within this judicial District, purchased the  
26 subject Product from her home in California and within this judicial District, and  
27

1 received the purchased Product at her home in California and within this judicial  
2 District, such that a substantial portion of the events and transactions underlying the  
3 Plaintiff's claims for relief occurred in California and within this judicial District.

#### 4 **PARTIES**

5 9. Plaintiff is, and at all times relevant hereto was, a citizen and resident of  
6 Kern County, California. On or about April 12, 2025, from her home in California,  
7 Plaintiff purchased the Product (Clinique Broad Spectrum SPF 50 Mineral Sunscreen  
8 Fluid for Face), which contains two active ingredients (Titanium Dioxide 6.3% and  
9 Zinc Oxide 4%), for \$25.90 plus tax from Macy's website, www.macys.com.

10 10. Defendant Clinique Laboratories, LLC is a Delaware limited liability  
11 company that maintains its corporate headquarters and principal place of business in  
12 New York, New York. Defendant produces, packages, manufactures, and labels the  
13 Product, and distributes, advertises, promotes, and markets the Product throughout the  
14 United States, including in California. Defendant's products, including the Product at  
15 issue in this case, are sold through various online e-commerce platforms and at  
16 physical retail locations nationwide, including throughout California.

#### 17 **FACTUAL ALLEGATIONS**

##### 18 **I. Consumers Perceive High-SPF Sunscreens as Providing Greater** 19 **Protection from the Sun and Justifying Higher Purchase Prices than** 20 **Their Lower-SPF Sunscreen Counterparts**

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

26 12. SPF is a standardized rating system that measures the fraction of sunburn-  
27 producing ultraviolet rays capable of reaching the skin. The SPF value of a sunscreen

1 product informs consumers of the level of sunburn protection provided by the  
2 sunscreen by indicating the approximate measure of time that a person who has applied  
3 the sunscreen can stay in the sun without getting burned. As an example, a product  
4 represented as providing SPF 50 protection should permit a person to stay in the sun  
5 50 times longer without burning than if that person were wearing no protection at all.  
6 Thus, a product with a higher SPF is better able to prevent sunburn by more effectively  
7 filtering, absorbing, reflecting, and/or scattering more ultraviolet radiation than  
8 products of a lower SPF.

9 13. Academics,<sup>1</sup> legislators,<sup>2</sup> and medical organizations<sup>3</sup> alike have  
10 emphasized the importance of sunscreen in protecting against the damaging effects of  
11 ultraviolet radiation and the importance of appropriately disclosing the SPF  
12 capabilities of sunscreen products.

13 14. Consumers are familiar with SPF because SPF values have appeared on  
14 sunscreens for decades. Reasonable consumers have learned to correctly understand  
15 that higher-SPF sunscreens provide greater protection against the sun's harmful rays  
16 than lower-SPF sunscreens. Accordingly, reasonable consumers expect that if they  
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18 <sup>1</sup> See Charles P. Tribby et al., *Perceived Usefulness and Recall of Sunscreen*  
19 *Label Information by Consumers*, 157 JAMA DERMATOLOGY 573 (2021).

20 <sup>2</sup> 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 <sup>3</sup> 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 Oct. 6, 2025).

1 purchase and use a sunscreen labeled SPF 50, for instance, that they will be far better  
2 protected against sunburn and cancer-causing ultraviolet rays than if they had  
3 purchased and used a sunscreen labeled as, for instance, SPF 30.

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

## 6 **II. Defendant's Product**

7 16. The Product in question here, "Clinique Broad Spectrum SPF 50 Mineral  
8 Sunscreen Fluid for Face," is produced, manufactured, packaged, labeled, distributed,  
9 advertised, promoted, and marketed by Defendant.

10 17. Defendant has entered licensing agreements for the Product to be sold at  
11 numerous e-commerce platforms and physical retail stores across the United States,  
12 including but not limited to on the websites of and at retail stores operated by CVS,  
13 Sephora, Macy's, Shein, Nordstrom, and Amazon, among many others.

14 18. Regardless of where the Product is sold, the Product comes in the same  
15 box and bottle featuring the same uniform labeling, which expressly states (in large  
16 letters on the front of the bottle) that the Product provides "SPF 50" protection, as  
17 shown below:





**III. Defendant Falsely, Deceptively, and Misleadingly Represents that the Product Provides SPF 50 Protection**

19. Defendant's claim that the Product provides SPF 50 protection is false, deceptive, and misleading.

20. This is because the SPF protection provided by the Product is not even close to 50. In reality, the SPF protection provided by the Product is 26.

21. On or about February 21, 2025, Plaintiff's counsel purchased the Product, bearing Lot B94 and containing two active ingredients (Titanium Dioxide 6.3% and Zinc Oxide 4.0%), for \$37.00 plus tax at a Macy's retail store in Miami, Florida.

22. 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 calculation of the label SPF, following the FDA testing methods embodied in FDA Final Rule, Labeling and Effectiveness Testing; Sunscreen Drug Products for Over-the-Counter Human Use, 76 Fed. Reg. 35620 (June 17, 2011), and FDA, Final Administrative Order (OTCOOOOO6); Over-the-Counter Monograph MO20: Sunscreen Drug Products for Over-the-Counter Human Use (Sept. 24, 2021). Testing began on May 30, 2025 and concluded on July 3, 2025.

23. The results of the testing commissioned by Plaintiff's counsel reveal that the Product does not provide SPF 50 protection, but rather provides SPF 26 protection. The lab's test results were derived from the testing methods embodied in the FDA Final Rule and FDA Final Administrative Order referenced above.

24. SPF protection of 26, the actual SPF protection provided by the Product as revealed by the testing commissioned by Plaintiff's counsel, offers significantly less protection than SPF 50, which Defendant has falsely represented the Product to consumers as providing. SPF 26 protection affords users a significantly shorter period

1 of exposure to ultraviolet radiation without damage when compared to the period of  
2 exposure to ultraviolet radiation without damage that SPF 50 protection affords.

3       25. The Product that Plaintiff purchased, like the Product purchased by each  
4 member of the Classes during the time period relevant to this action, came in the same  
5 box and bottle with the same labeling as the Product sent for testing by Plaintiff's  
6 counsel, contained the same percentage of the active ingredients as the Product sent  
7 for testing by Plaintiff's counsel, and was produced and manufactured in the same  
8 manner pursuant to the same procedures as the Product sent for testing by Plaintiff's  
9 counsel. Moreover, during the time period relevant to this action, there were no  
10 reported recalls, production or manufacturing issues, or other events with respect to  
11 the Product to suggest that any bottles of the Product sold to consumers might contain  
12 sunscreen that was produced or manufactured in a different manner or pursuant to  
13 different procedures, or with different percentages of the active ingredients, than any  
14 other bottles of the Product. Accordingly, all bottles of the Product that were  
15 purchased by consumers during the time period relevant to this action contain  
16 sunscreen that was produced and manufactured in the same manner pursuant to the  
17 same procedures, that is comprised of the same or materially the same percentages of  
18 the active ingredients, and that provides the same or materially the same SPF  
19 protection (all significantly less than SPF 50).

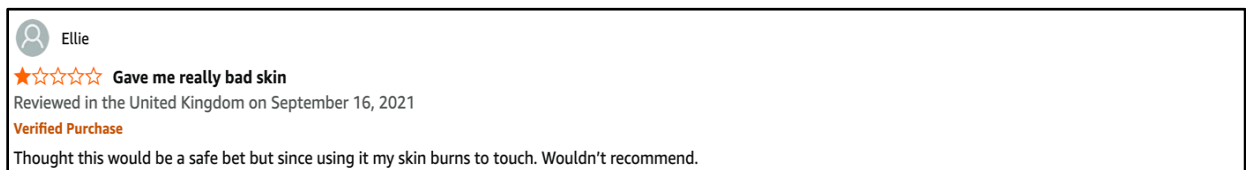
20       26. Defendant, as the producer, manufacturer, distributor, packager, and  
21 labeler of the Product, and the employer of a dedicated team of product testing  
22 professionals, has been aware or should have been aware, since the Product's inception  
23 and throughout the time period relevant to this action, that the true SPF protection  
24 provided by the Product is significantly lower than 50.



27. Moreover, based on the Product's chemical formula and its active ingredients alone, Defendant either knew or should have known that the true SPF protection provided by the Product is significantly and materially lower than SPF 50.

28. Additionally, Defendant was required to perform and did perform testing on the Product, including concerning the protection against ultraviolet radiation provided by the Product, prior to the Product being labeled, advertised, promoted, marketed, distributed, and offered for sale to consumers.<sup>4</sup> Such testing either made or should have made Defendant aware that the true SPF protection provided by the Product is significantly and materially lower than SPF 50.

29. Plaintiff is just one among numerous consumers nationwide who have been deceived by Defendant's false and misleading representations of the Product, as the following examples of publicly available "reviews"<sup>5</sup> of the Product reflect:



<sup>4</sup> See, e.g., Clinique, *Our Philosophy*, available at <https://www.clinique.com/our-philosophy> (last visited Oct. 20, 2025) (explaining that Clinique's products are "Dermatologist guided"); Clinique, *Skin Experts—Why Winter SPF is Non-Negotiable*, <https://www.clinique.com/skin-school-blog/skin-experts/sunscreen-in-winter> (explaining that its products are dermatologist- and ophthalmologist-tested or tested in clinical settings).

<sup>5</sup> The reviews are accessible at the following webpages: <https://www.amazon.com/Clinique-Broad-Spectrum-Mineral-Sunscreen/dp/B01F5BBNOU#averageCustomerReviewsAnchor> (first review depicted); <https://www.ulta.com/p/broad-spectrum-spf-50-mineral-sunscreen-fluid-face-xlsImpprod14171057> (second review depicted); <https://www.nordstrom.com/s/clinique-broad-spectrum-spf-50-mineral-sunscreen-fluid-for-face/4371536?> (third review depicted).

★☆☆☆☆ **Won't use again**

I put this on my sons face, ears and neck. It wasn't even a particularly sunny day and not only did he get burned, he also got a terrible rash wherever I had put this sunscreen. I bought two bottles and I'm throwing them both out. I checked out the ingredient list further and this has some stuff in it that can cause skin irritation.

PleaseFix

★☆☆☆☆ Aug 11, 2023

✓ Verified purchase

**Did they forget to add the sunscreen ingredient?**

I decided to try a new sunscreen and assumed Clinique would be good for sensitive skin. I seldom burn, even in direct sun all day. But 1 afternoon in partial sun with this product produced sunburn!

👍 1 found this helpful

30. At all times relevant hereto, Defendant either knew or should have known that its representations that the Product provides SPF protection of 50 were untrue, false and/or misleading, and made these representations knowing that consumers would rely upon the Product's represented SPF value of 50 in deciding to purchase the Product and in using the Product while exposed to the sun's harmful ultraviolet radiation.

31. Defendant's misrepresentations of the SPF protection provided by the Product, on the labeling and packaging of the Product and in advertising and promotional materials for the Product, were made for the purpose of inducing—and did in fact induce—consumers (including Plaintiff and members of the Classes) to purchase the Product at a premium price, based on their reasonable but mistaken beliefs that the Product provides greater protection against the sun's harmful rays than its lower-SPF sunscreen counterparts.

#### **IV. Plaintiff's Experience**

32. Plaintiff purchased the Product at the website [www.macys.com](http://www.macys.com) on or about April 12, 2025 from her home in California.

33. SPF was the most important consideration in Plaintiff's decision to purchase the Product because she values the filtration, absorption, and reflection capabilities against UV rays provided by high SPF sunscreens, such as those of SPF 50 protection.

34. Prior to purchasing the Product, Plaintiff saw—and in making her decision to purchase, she relied on—Defendant’s representations on the label and packaging of the Product that the Product provided “SPF 50” protection. Plaintiff had no realistic way to review or independently assess Defendant’s proprietary knowledge concerning the Product’s chemical formula or the Product’s true SPF performance prior to purchasing the Product. At the time she purchased the Product, Plaintiff had no reason to suspect or know that the Product provided significantly less SPF protection than the value of 50 that Defendant had represented on the Product’s label and packaging and had advertised, promoted, and marketed the Product as providing.

35. Based on Defendant's representations on the Product's labeling and packaging, Plaintiff reasonably expected the Product she purchased would provide SPF 50 protection in terms of its filtration, absorption, and reflection of ultraviolet radiation.

36. However, the Product actually provided Plaintiff materially less SPF protection than SPF 50 protection.

37. Had Plaintiff been aware that the actual SPF protection provided by the Product was materially less than SPF 50, she would not have paid as much as she did for the Product or would not have purchased the Product at all.

38. As the direct and proximate result of Defendant's false, deceptive, and misleading statements and omissions concerning the Product, as alleged herein, Plaintiff suffered economic injury by paying a premium for an inferior quality good

1 and by being deprived of the full intended use of the Product and the full benefit of the  
2 bargain promised by Defendant.

3 **CLASS ALLEGATIONS**

4 39. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks to  
5 represent the following “Nationwide Class”:

6 All persons who, during the applicable limitation period continuing  
7 through the date of an order certifying this class, purchased “Clinique  
8 Broad Spectrum SPF 50 Mineral Sunscreen Fluid for Face” in the United  
9 States.

10 40. Plaintiff also seeks to represent the following “California Subclass”  
11 pursuant to Federal Rule of Civil Procedure 23:

12 All persons who, during the applicable limitation period continuing  
13 through the date of an order certifying this class, purchased “Clinique  
14 Broad Spectrum SPF 50 Mineral Sunscreen Fluid for Face” in California.

15 41. The “Nationwide Class” and the “California Subclass” are at times  
16 referred to herein collectively as the “Classes”.

17 42. Plaintiff reserves the right to modify the definitions of the Classes  
18 following the commencement of discovery and further investigation.

19 43. Excluded from the Classes are Defendant, any parent, subsidiary, or  
20 affiliate of Defendant, as well as the officers, directors, agents, servants, or employees  
21 of the foregoing.

22 44. This action may properly be brought and maintained as a class action  
23 pursuant to Federal Rule of Civil Procedure 23(a) and (b). This class action satisfies  
24 the numerosity, typicality, adequacy, commonality, predominance, and superiority  
25 requirements.

26 45. The Classes are so numerous that their individual joinder herein is  
27 impracticable. The number of persons within the Classes is substantial. Plaintiff is  
28 informed and believes, and thereupon alleges, that there are millions of persons who

1 comprise the Nationwide Class and at least several hundred thousand persons who  
2 comprise the California Subclass. The precise number of members of the Classes and  
3 their identities are unknown to Plaintiff at this time but may be determined through  
4 discovery. Members of the Classes may be notified of the pendency of this action by  
5 mail and/or publication through the purchase records of Defendant and relevant third  
6 parties.

7 46. Common questions of law and fact exist for all members of the Classes  
8 and predominate over questions affecting only individual members. Common legal  
9 and factual questions include, but are not limited to:

10 (a) whether Defendant's representations that the Product provided  
11 SPF protection of 50 were false, deceptive, and/or misleading;

12 (b) whether Defendant knew or should have known that its  
13 misrepresentations, as alleged herein, were false or misleading to  
14 consumers;

15 (c) whether reasonable consumers would rely on Defendant's  
16 misrepresentations concerning the Product's SPF, as alleged herein, to  
17 believe the Product provided the advertised level of protection from the  
18 sun's harmful radiation;

19 (d) whether Defendant received and retained profits attributable to  
20 sales of the Product in New York;

21 (e) whether Defendant's conduct, as alleged herein, violated the  
22 statutes and laws at issue; and

23 (f) The damages to which Plaintiff and the members of the Classes are  
24 entitled to redress Defendant's unlawful conduct, as alleged herein.

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

3 48. Plaintiff is an adequate representative of the Classes she seeks to  
4 represent because her interests are aligned, and do not conflict, with the interests of  
5 the unnamed members of the Classes, she has retained competent counsel experienced  
6 in prosecuting consumer class actions, and she intends to prosecute this action  
7 vigorously. Plaintiff and her counsel will fairly and adequately protect the interests of  
8 the Classes.

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



**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF**

**Unjust Enrichment**

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

50. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully set forth herein.

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

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

53. Defendant received and retained, at its corporate headquarters in New York, the monetary revenue and profits that it received attributable to sales of the Product to Plaintiff and members of the Nationwide Class. Defendant appreciates or has knowledge of such benefits.

54. Defendant has knowingly and willingly accepted and enjoyed these benefits in New York.

55. Defendant either knew or should have known that the payments rendered by Plaintiff and the Nationwide Class members were given and received with the expectation that the Product would be as represented and warranted. For Defendant to receive and retain, in New York, the benefit of Plaintiff's and Nationwide Class members' payments under these circumstances is inequitable.

56. As a result of Defendant's misrepresentations that the Product provides SPF protection of 50—made on the labeling and packaging of the Product and in advertising and promotional materials for the Product, from Defendant's headquarters

1 in New York—Defendant wrongfully received and retained, in New York, monetary  
2 revenue and profits attributable to sales of the Product.

3 57. As described above, had Plaintiff been aware of the actual SPF protection  
4 provided by the Product, she would not have paid as much as she did for the Product  
5 or would not have purchased the Product at all.

6 58. As a direct and proximate result of Defendant’s wrongful conduct,  
7 Plaintiff and the other Nationwide Class members have suffered actual damages, in  
8 the form of the monetary revenue and profit received and retained by Defendant in  
9 New York attributable to the money that Plaintiff and members of the Classes paid to  
10 purchase a product labeled as “SPF 50” but which actually provided only SPF 26  
11 protection.

12 59. Equity demands disgorgement of Defendant’s ill-begotten gains.  
13 Defendant will be unjustly enriched unless it is ordered to disgorge those profits for  
14 the benefit of Plaintiff and Nationwide Class members.

15 60. Plaintiff and the Nationwide Class members are entitled to restitution  
16 from Defendant and institution of a constructive trust disgorging all profits, benefits,  
17 and other compensation obtained by Defendant through this inequitable conduct.

18 **SECOND CLAIM FOR RELIEF**

19 **Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200**

20 (By Plaintiff, Individually and on Behalf of the  
21 California Subclass, Against Defendant)

22 61. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully  
23 set forth herein.

24 62. Plaintiff brings this claim individually and on behalf of the California  
25 Subclass members against Defendant.  
26  
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1           63. The Unfair Competition Law, California Business & Professions Code  
2 §§ 17200, *et seq.* (the “UCL”), prohibits any “unlawful,” “unfair,” or “fraudulent”  
3 business act or practice and any false or misleading advertising.

4           64. Defendant’s acts and practices, as alleged herein, were unlawful, unfair,  
5 and fraudulent under the UCL.

6           65. Defendant’s conduct, as alleged herein, constituted an “unfair” business  
7 act or practice because, as alleged above, Defendant produced, manufactured, labeled,  
8 packaged, distributed, marketed, promoted, and advertised the Product (which was  
9 purchased by consumers throughout California) as providing an SPF protection of 50,  
10 which it knew or should have known is materially higher than the SPF protection that  
11 it actually provides. In so doing, Defendant intentionally, deceptively, and falsely  
12 labeled and advertised the Product and omitted material facts regarding the Product,  
13 and engaged in immoral, unethical, oppressive, and/or unscrupulous activities that  
14 were substantially injurious to consumers, offending an established public policy in  
15 California. Defendant’s conduct, as alleged herein, was also “unfair” because  
16 whatever utility Defendant derived from mislabeling the SPF protection provided by  
17 its Product was outweighed by the resulting consumer deception and overcharges.

18           66. Defendant’s representations that the Product provides SPF protection of  
19 50 also constituted “fraudulent” business practices in violation of the UCL because  
20 such misrepresentations were intentional and were likely to deceive—and in fact did  
21 deceive—reasonable consumers and the public into believing the Product has greater  
22 filtration, absorption, and reflection capabilities against ultraviolet radiation than other  
23 alternative products providing lower SPF protection than the Product was represented  
24 to provide, causing them to justifiably rely on such misrepresentations in deciding to  
25 purchase the Product.

67. Additionally, Defendant’s conduct, as alleged herein, was “unlawful” under the UCL because it violates California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*, and California’s express warranty law, Cal. Com. Code § 2313.

68. Plaintiff saw and relied on Defendant's representations on the labeling and packaging of the Product, which stated that the Product provided SPF protection of 50. These representations were intentionally false, deceptive, and misleading, as described herein.

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

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

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

72. Unless restrained and enjoined, Defendant will continue to misrepresent the Product as providing SPF protection of 50. Accordingly, injunctive relief is appropriate for Plaintiff and the California Subclass members.

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

**THIRD CLAIM FOR RELIEF**

**False Advertising in Violation of Cal. Bus. & Prof. Code § 17500**

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

74. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully set forth herein.

75. Plaintiff brings this claim individually and on behalf of the California Subclass members against Defendant.

76. California’s False Advertising Law (the “FAL”)—Cal. Bus. & Prof. Code §§ 17500, *et seq.*—prohibits “any statement” that is “untrue or misleading” and made “with the intent directly or indirectly to dispose of” property or services.

77. As noted above, Defendant falsely or misleadingly represented that the Product provides SPF protection of 50, when in fact the SPF protection it provides is materially less than 50.

78. Defendant made this misrepresentation for the purposes of inducing purchases of the Product by consumers and maximizing the number of purchases of the Product by consumers.

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

80. Plaintiff and California Subclass members suffered economic injury as a result of Defendant’s misrepresentations that the Product provides SPF protection of 50. But for Defendant’s false SPF claims, Plaintiff and California Subclass members would not have paid as much as they did for the Product or would not have purchased the Product at all. Accordingly, Plaintiff and California Subclass members were

1 misled into paying a price for the Product that they would not have paid had Defendant  
2 truthfully and accurately represented the SPF protection provided by the Product.

3 81. As a result of Defendant's misrepresentations of the SPF protection  
4 provided by the Product, Plaintiff and California Subclass members have been injured  
5 in terms of the full amount of money they paid for the Product or, at the very least, the  
6 amount of money paid for the Product as represented in excess of what a consumer  
7 reasonably would have paid for the Product as delivered.

8 **FOURTH CLAIM FOR RELIEF**

9 **Breach of Express Warranty in Violation of Cal. Com. Code § 2313**

10 (By Plaintiff, Individually and on Behalf of the  
11 California Subclass, Against Defendant)

12 82. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully  
13 set forth herein.

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

16 84. Defendant produced, manufactured, labeled, packaged, distributed,  
17 advertised and promoted, and marketed the Product in its regular course of business.

18 85. Plaintiff and the California Subclass members purchased the Product in  
19 California.

20 86. Defendant represented that the Product provides SPF protection of 50 to  
21 the public, including Plaintiff and California Subclass members, on the labeling of the  
22 Product and in advertising and promotional materials for the Product.

23 87. Defendant intended its SPF 50 representations—which figure  
24 prominently on the Product's labeling and packaging, and in advertising and  
25 promotional materials for the Product—to be relied upon by consumers in California  
26 like Plaintiff and the California Subclass members in purchasing the Product and  
27 ultimately using the Product on themselves and their loved ones.



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

3           89. Defendant breached the express warranty of the Product it provided to  
4 consumers in California because the Product does not provide SPF protection of 50,  
5 but rather provides SPF protection far lower than 50.

6           90. The SPF protection represented on the labels and packaging of the  
7 Product was false when the Product was sold to Plaintiff and California Subclass  
8 members, and the falsity of these representations was undiscoverable by Plaintiff and  
9 the California Subclass members at the time they made their purchases.

10          91. All conditions precedent to seeking liability under this claim for breach  
11 of express warranty have been performed by or on behalf of Plaintiff and the members  
12 of the California Subclass in terms of paying for the goods at issue.

13          92. Defendant also had actual or constructive notice of the falsity of the SPF  
14 representations on the labeling of the Product based upon the testing Defendant  
15 performed on the Product and Defendant's knowledge of the active ingredient and the  
16 formula of the Product.

17          93. Defendant's breach of express warranty has caused Plaintiff and the  
18 California Subclass members to suffer injuries, pay for a falsely labeled Product, and  
19 enter into transactions that they either would not have entered into at all or would not  
20 have entered into for the consideration paid. As a direct and proximate result of  
21 Defendant's breach of express warranty, Plaintiff and the California Subclass  
22 members have suffered damages and continue to suffer damages, including economic  
23 damages, in terms of the full price of the full amount of money they paid for the  
24 Product or, at the very least, the amount of money paid for the Product as represented  
25 in excess of what a consumer reasonably would have paid for the Product as delivered.

1        94. As a result of Defendant’s breach of an express warranty, Plaintiff and  
2 the members of the California Subclass are entitled to legal and equitable relief,  
3 including damages, costs, attorneys’ fees, rescission, and other relief as deemed  
4 appropriate, for an amount to compensate them for not receiving the benefit of their  
5 bargain.

6                                    **FIFTH CLAIM FOR RELIEF**  
7                                    **Breach of Implied Warranty of Merchantability**  
8                                    **in Violation of Cal. Com. Code § 2314**  
9                                    (By Plaintiff, Individually and on Behalf of the  
   California Subclass, Against Defendant)

10        95. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully  
11 set forth herein.

12        96. Plaintiff brings this claim individually and on behalf of the members of  
13 the California Subclass against Defendant under California Commercial Code § 2314  
14 and the Song–Beverly Act (Cal. Civ. Code §§ 1790, *et seq.*).

15        97. Defendant is a “merchant” with respect to the goods at issue here—the  
16 Product, a sunscreen lotion.

17        98. By placing the Product into the stream of commerce, Defendant made—  
18 and breached—at least two implied warranties.

19        99. First, to be merchantable, a product must conform to any written  
20 representations on its labels and packaging. Because the true SPF protection provided  
21 by the Product does not, in fact, comport with the advertised SPF protection provided  
22 by the Product, as alleged herein, Defendant has breached an implied warranty of  
23 merchantability.

24        100. Second, to be merchantable, the Product must be fit for its intended  
25 purpose as a consumer sunscreen lotion. Because consumer sunscreens containing  
26 materially less SPF protection than represented are generally considered dangerous  
27

1 and unsuitable, consumer sunscreen represented as providing SPF 50 protection is not  
2 fit for its intended purposes if such sunscreen actually provides far less than SPF 50  
3 protection (such as SPF 26 protection in the case of the Product). Defendant breached  
4 an implied warranty of merchantability by producing, manufacturing, labeling,  
5 packaging distributing, advertising, marketing, and promoting a product that it  
6 represented as providing SPF 50 protection but, in reality, provides only SPF 26  
7 protection.

8 101. Defendant's breaches of these implied warranties have caused Plaintiff  
9 and the California Subclass members to suffer injuries, pay for a falsely labeled  
10 Product, and enter into transactions that they either would not have entered into at all  
11 or would not have entered into for the consideration paid.

12 102. As a direct and proximate result of Defendant's breach, Plaintiff and  
13 members of the California Subclass have suffered damages and continue to suffer  
14 damages, including economic damages, in terms of the full amount of money they paid  
15 for the Product or, at the very least, the amount of money paid for the Product as  
16 represented in excess of what a consumer reasonably would have paid for the Product  
17 as delivered.

18 **SIXTH CLAIM FOR RELIEF**  
19 **Fraud in Violation of California Common Law**  
20 (By Plaintiff, Individually and on Behalf of the  
21 California Subclass, Against Defendant)

22 103. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully  
23 set forth herein.

24 104. Plaintiff brings this claim individually and on behalf of the members of  
25 the California Subclass against Defendant under California common law.  
26  
27

1 105. As alleged above, Defendant made false and misleading statements, and  
2 omitted material facts, in representing to Plaintiff and the California Subclass that the  
3 SPF protection provided by the Product is 50.

4 106. The actual SPF protection provided by the Product that Plaintiff and the  
5 California Subclass members purchased was far less than the SPF protection that  
6 Defendant represented on the labeling of the Product, packaging for the Product, and  
7 in materials used to advertise, promote, and market the Product.

8 107. Defendant also failed to disclose that the Product did not, in fact, provide  
9 SPF protection of 50.

10 108. Defendant knowingly and intentionally misrepresented the SPF  
11 protection provided by the Product for the purpose of increasing its revenues and  
12 maximizing its corporate profits.

13 109. Defendant made these misrepresentations and omissions with knowledge  
14 of their falsehood.

15 110. Defendant's misrepresentations and omissions concerning the SPF  
16 protection provided by the Product were intended to induce Plaintiff and the California  
17 Subclass members to purchase the Product.

18 111. And as Defendant intended, its misrepresentations and omissions  
19 concerning the SPF protection of the Product induced Plaintiff and the California  
20 Subclass members to purchase the Product. In purchasing the Product, Plaintiff and  
21 the California Subclass members reasonably and justifiably relied on Defendant's  
22 misrepresentations and omissions concerning the SPF protection provided by the  
23 Product.

24 112. Had Plaintiff and the California Subclass members known that the  
25 Product provided SPF protection materially lower than the SPF protection represented  
26 by Defendant on the Product's labeling, and in advertising and promotional materials  
27

1 for the Product, they either would not have purchased the Product at all or would have  
2 paid significantly less for the Product than they did.

3 113. The fraudulent actions by Defendant, as alleged herein, caused  
4 substantial harm to Plaintiff and the California Subclass members, entitling them to  
5 monetary damages and other available legal and equitable remedies.

6  
7 **SEVENTH CLAIM FOR RELIEF**  
8 **Negligent Misrepresentation in Violation of California Common Law**  
9 (By Plaintiff, Individually and on Behalf of the  
10 California Subclass, Against Defendant)

11 114. Plaintiff repeats and incorporates paragraphs 1–49 above as though fully  
12 set forth herein.

13 115. Plaintiff brings this claim individually and on behalf of the members of  
14 the California Subclass against Defendant under California common law.

15 116. Defendant misrepresented a fact. It advertised that the Product provided  
16 SPF protection of 50, when in fact the SPF protection provided by the Product is  
17 materially less than 50.

18 117. There were no reasonable grounds for Defendant to believe that these  
19 misrepresentations were true. As an experienced sunscreen producer and  
20 manufacturer responsible for testing the sunscreens that it labels, packages, distributes,  
21 advertises, promotes, and markets, Defendant should have known that the Product did  
22 not in fact provide an SPF protection of anywhere close to 50.

23 118. This misrepresentation was material. Consumers purchase sunscreens to  
24 protect themselves and their loved ones from the dangerous effects of sun exposure.  
25 Accordingly, the degree of sun protection as advertised on the Product was a  
26 material—if not the sole—factor in Plaintiff’s decision to purchase the Product. And  
27 this would be true of any reasonable consumer, including members of the California  
28 Subclass.

1 119. Defendant intended that consumers, like Plaintiff and the California  
2 Subclass members, rely on its representations that the Product provides SPF protection  
3 of 50, as stated on the labels of the Product and in advertising and promotional  
4 materials for the Product. As alleged herein, that representation was designed solely  
5 for consumers, like Plaintiff and the California Subclass members, who will ultimately  
6 purchase and use the Product on themselves and their loved ones.

7 120. Plaintiff's reliance on Defendant's representation that the Product  
8 provided SPF protection of 50 was justifiable. Plaintiff had no way of verifying this  
9 representation before purchase, and consumers generally rely on the SPF stated on the  
10 Product instead of paying the substantial costs to have the Product tested by labs.

11 121. Plaintiff and the California Subclass members were proximately damaged  
12 by Defendant's misrepresentations. Had Plaintiff and the California Subclass members  
13 known that Defendant's representations that the Product provided SPF protection of  
14 50 were false, Plaintiff and the California Subclass members would not have paid as  
15 much as they did for the Product, or they would not have purchased the Product at all.

16 122. Further, Defendant was in a "special relationship" with Plaintiff and the  
17 California Subclass members, and thus owed them a duty of care, because:

18 a) The SPF misrepresentations Defendant made on the Product's labels and in  
19 advertising and promotional materials for the Product were intended solely to  
20 affect the purchasing decisions of consumers, like Plaintiff and the California  
21 Subclass members, who will ultimately base their decision on these SPF claims  
and who ultimately use the Product on themselves or their loved ones;

22 b) It was foreseeable that, by misrepresenting an SPF value as being higher than  
23 it is, and charging a premium for that added protection, Defendant would  
24 economically harm consumers by misleading them into paying an unjustified  
premium for a sunscreen that lacked the advertised protection;

25 c) This harm was certain;  
26  
27



1 d) Defendant's decision to label and advertise, market, and promote the Product  
2 as providing SPF 50 protection was the close, proximate cause of Plaintiff's and  
3 the California Subclass members' deception and the fact that they were  
overcharged for the Product;

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

10 f) Holding sunscreen producers and manufacturers accountable—to Plaintiff  
11 and California Subclass members, and other sunscreen consumers—for SPF  
12 misrepresentations would deter future misrepresentations, with no perceivable  
drawbacks.

13 123. Accordingly, Plaintiff seeks damages on behalf of herself and California  
14 Subclass members in the full amount of the Product or, at the very least, the amount  
15 of money paid for the Product as represented in excess of what a consumer reasonably  
16 would have paid for the Product as delivered.

17 **PRAYER FOR RELIEF**

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

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

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

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

- 1 D. For prejudgment interest on all amounts awarded;
- 2 E. For an order of restitution and all other forms of equitable monetary
- 3 relief;
- 4 F. For injunctive relief as pleaded or as the Court may deem proper; and
- 5 G. For an order awarding punitive damages, reasonable attorneys' fees, and
- 6 costs to counsel for Plaintiff and the Classes.

7 **DEMAND FOR TRIAL BY JURY**

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

9

10 Dated: December 29, 2025

Respectfully submitted,

11 /s/ Frank S. Hedin

12 Frank S. Hedin (SBN 291289)

13 **HEDIN LLP**

14 1395 Brickell Ave., Suite 610

15 Miami, Florida 33131-3302

16 Telephone: (305) 357-2107

17 Facsimile: (305) 200-8801

18 E-Mail: fhedin@hedinllp.com

19 *Counsel for Plaintiff and Putative Classes*

20

21

22

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24

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26

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## CIVIL COVER SHEET

Case 1:25-cv-02060-KES-GDB Document 1-1 Filed 12/29/25 Page 1 of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

MARIA KRASNOVA, individually and on  
behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Kern County, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Frank S. Hedin, Hedin LLP, 1395 Brickell Ave, Ste 610,  
Miami, FL 33131, 305-357-2107

**DEFENDANTS**

CLINIQUE LABORATORIES, LLC,

County of Residence of First Listed Defendant New York Co., NY  
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

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

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

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

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

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(d)

Brief description of cause:  
Falsely representing the SPF value of a sunscreen product in violation of California and New York law

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 5 million+ **CHECK YES only if demanded in complaint:**  
**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

December 29, 2025

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 1:25-cv-02060-KES-CDB Document 1-1 Filed 12/29/25 Page 2 of 2  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.