Andrea Lynn Chasteen
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Twelfth Judicial Circuit Court
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**ILLINOIS CIRCUIT COURT FOR WILL COUNTY,
LAW DIVISION**

MELANIE MULCONREY and ANGELA MADATOVIAN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BEIERSDORF, INC.,

Defendant.

Case No. 2026LA000527

CLASS ACTION COMPLAINT

JURY DEMANDED

Now comes the Plaintiffs, MELANIE MULCONREY and ANGELA MADATOVIAN ("Plaintiffs"), individually and on behalf of all others similarly situated, by and through their attorneys, and for their Class Action Complaint against the Defendant, Beiersdorf, Inc. ("Defendant"), Plaintiffs allege and state as follows:

PRELIMINARY STATEMENTS

1. This is an action for damages, injunctive relief, and any other available legal or equitable remedies, for violations of Illinois Consumer Fraud and Deceptive Businesses Practices Act ("ILCFA"), 815 ILCS 505/1 *et seq.*, False Advertising Law (Cal. Business & Professions Code §§ 17500 *et seq.*, Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*, common law fraud, and unjust enrichment, resulting from the illegal actions of Defendant, in intentionally labeling its products with false and misleading claims that they are oil-free, when Defendant's products contain numerous oils. Plaintiffs alleges as follows upon personal knowledge as to themselves and their own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

PARTIES

2. Plaintiff Mulconrey is an individual who was at all relevant times residing in Joliet, Illinois.

3. Plaintiff Madatovian is an individual who was at all relevant times residing in Glendale, California.

4. Defendant is a Delaware corporation, whose principal place of business is located in Hamburg, Germany.

5. At all times relevant hereto, Defendant was engaged in the manufacturing, marketing, and sale of consumer products.

FACTS COMMON TO ALL COUNTS

6. Defendant manufactures, advertises, markets, sells, and distributes sunscreen products throughout Illinois, California, and the United States under the brand name Coppertone.

7. During the Class Period Defendant sold its Coppertone Oil-Free + Shine Control face sunscreen products (the "Products") advertised as oil-free when they in fact contained oils including but not limited to those listed below:

a. Homosalate;

b. Octisalate;

c. Octocrylene;

d. Butyloctyl salicylate;

e. Butylene glycol dicaprylate/dicaprate;

f. Dibutyl adipate;

g. Tocopherol;

8. On September 30, 2025, Plaintiff Mulconrey purchased one of the Products from a Walmart located in Shorewood, Illinois.

9. On September 30, 2025, Plaintiff Madatovian purchased one of the Products from Walmart.com while at her home in Glendale, California.

10. When purchasing Defendant's products Plaintiffs made their purchasing decisions because of the labeling on the products which read "oil-free".

11. At the time Plaintiffs purchased the Products they read and relied upon the "Oil Free" label that appears prominently on the face of the Products.

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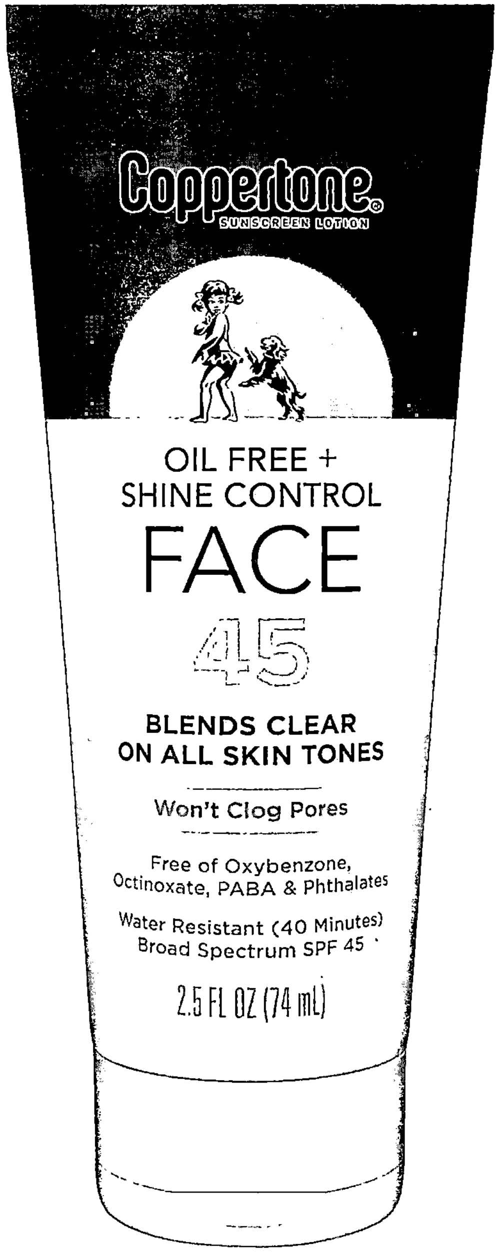
12. The following is an example picture of the Products, including the "oil-free" labeling Plaintiffss relied upon when purchasing the Products:



13. At the time of Plaintiffs' purchases they did not purchase similar products without oil-free labeling and purchased the Products because of the "Oil Free" labeling on the Products.

14. Plaintiffs are drawn to oil-free labeling for multiple reasons, including but not limited to the following: Plaintiffs do not like the way oil feels on their skin, Plaintiffs are

concerned that oils in their cosmetics and skincare products will cause them to develop blackheads and other forms of acne, Plaintiffs do not like the "shiny" appearance of their face when they use oil based cosmetics and skincare products, Plaintiffs do not like the residue often left by oils, Plaintiffs do not like when oil based cosmetics and skincare products become slick when interacting with perspiration, and Plaintiffs use oil-free labeling to help determine which products they should use in conjunction with other products so as to minimize any feeling of greasiness, oiliness, or other unpleasant feelings associated with using multiple cosmetic and skincare products at the same time.

15. All of Plaintiffs' reasons for being drawn oil-free labeling are based on the same common fact that oil-free products do not contain oils.

16. When Plaintiffs purchase oil-free products they interpret the statement "oil-free" to mean the products they are purchasing are free of oils and will not contain any ingredients that generally have the following qualities: liquid at room temperature, more viscous but less dense than water, do not mix with water, and slick or slippery to the touch.

17. In other words, Plaintiffs, like any reasonable consumer, understand oils to be substances that look, feel, and interact with water the way common oils, such as olive oil, vitamin e oil, or castor oil, do, and Plaintiffs expected that when they bought oil-free products they would not contain any substances that can be characterized as oils based on the way they look, feel, and interact with water.

18. Plaintiffs have experienced dissatisfaction with the Products due to the Products feelings oily and greasy, leaving an unpleasant residue on their skin, looking shiney, and causing eye irritation when mixed with sweat.

19. Purchasers of the Products on Amazon have left reviews that mirror Plaintiffs negative experiences with the Products they purchased. For example, one consumer stated "I don't know what it is or why, but this stuff makes my face even oilier! There is no shine control, it's shine-inducing and burns my eyes with sebum by midday. Will not be purchasing again anytime soon."; another consumer stated, "I didn't like this sunscreen at all! Why? 1) It burned my eyes, and even when I kept it far, far away from them, it somehow migrated there and hurt like a demon. 2) It is greasy, despite being touted as being oil-free and a product designed for oilier skin types. I am now using it only on my neck in order to use up the tube, and will not repurchase."; another consumer stated, "No shine control. In fact, this makes your skin quite oily. If you have sensitive skin, beware of the breakouts that are going to happen. It happened to my face."; another consumer stated, "Didn't expect this from a product that specifically says it is for shine control. I though maybe it was the kind of product that started a little slick and then quickly absorbed to invisible, but by the end of the day, my face looked exceedingly shiny and oily compared to other chemical sunscreens, and it wasn't even a very active day. Even Vacation classic lotion spf 50 has a more neutral finish all day long compared to this, and that's a face and body sunscreen."; another consumer stated, "it's sunscreen IG but my face is OBVIOUSLY oily. can i just say that i LITERALLY got it BECAUSE my skin is ALREADY oily. why would i want to add more? but it's ok. TWO stars for wasting my time but i will be using this sunscreen everyday because i don't have money. erm i forgot what else i was going to say so i'm going to leave now yeah i forgot"; another consumer stated, "It does make you oily, makes your eyes burn, and has a fragrance… so

I will not be repurchasing."; and another consumer stated, "Oil free? My face looks like an oil slick after putting just a little of this on." [1]

20. Clearly, the presence of oils in the Products failed to live up to the expectations that reasonable consumers have when purchasing products labeled as oil-free, namely that those products do not contain oils.

21. Persons, like Plaintiffs herein, have an interest in purchasing products that do not contain false and misleading claims with regards to the qualities of the products.

22. By making false and misleading claims about the qualities of the products, Defendant impaired Plaintiffs' abilities to choose the type and quality of products they chose to buy.

23. Therefore, Plaintiffs have been deprived of her legally protected interest to obtain true and accurate information about her consumer products as required by law.

24. As a result, Plaintiffs have been misled into purchasing products that did not provide them with the benefit of the bargain they paid money for, namely that Defendant's "oil free" Products would actually be oil-free.

25. Oil is a term that describes a material that is both hydrophobic and lipophilic. Oil can also be classified by the polarity of the material. Oils can be wholly non-polar such as hydrocarbons, or polar such as fatty acids. Oil comprises the following chemical functional groups:[2]

a. hydrocarbons (alkanes, alkenes) —such as squalane commonly sold as squalane oil;

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[1] Customer Reviews of Product No. B0BKH3HSTZ, Amazon, https://www.amazon.com/product-reviews/B0BKH3HSTZ (last visited May 21, 2026).

[2] Tony O'Lenick, Polar vs. Nonpolar oils, 2008. https://www.cosmeticsandtoiletries.com/research/chemistry/17390254.html

b. triglycerides—such as glycerol tristearate also known as stearin;

c. esters—such as ester oil;

d. fatty acids—such as palmitic acid;

e. certain silicones—such as alkyl dimethicone

f. fatty alcohols-sterols

26. All of the above functional groups can be generally characterized by the same physical properties commonly observed in oils by laypersons including being less dense than water, being more viscous than water, not mixing with water, and feeling slick or slippery to the touch.

27. All of the following ingredients have been named in this Complaint precisely because they look like oils, feel like oils, interact with water like oils, and match the above chemical definition of oil; and therefore are substances that a reasonable consumer would not expect to be in products labeled as "oil free".

28. Homosalate contains the ester, phenol, and hydrocarbon functional groups. It would be defined as a polar oil. The compound has a reported density of about 1.05 g/mL, compared to water's 1.00 g/mL.

29. Octisalate contains the ester, phenol, and hydrocarbon functional groups. It would be defined as a polar oil. The compound has a reported density of about 1.014 g/mL, compared to water's 1.00 g/mL.

30. Octocrylene contains the ester, alkene, nitrile, aromatic ring, and hydrocarbon functional groups. It would be defined as a polar oil. The compound has a reported density of about 1.051 g/mL, compared to water's 1.00 g/mL.

31. Butyloctyl salicylate contains the ester, phenol, aromatic ring, and hydrocarbon functional groups. It would be defined as a polar oil because it is a lipophilic salicylate ester used

as an oily emollient and solvent. The compound has a reported density of about 0.995 g/mL, which is very close to water's 1.00 g/mL.

32. Butylene glycol dicaprylate/dicaprate contains the diester and hydrocarbon functional groups. It would be defined as a dual polarity oil. The compound has a reported density of about 0.91 to 0.93 g/mL, compared to water's 1.00 g/mL

33. Dibutyl adipate contains the diester and hydrocarbon functional groups. It would be defined as a polar oil. The compound has a reported density of about 0.962 g/mL, compared to water's 1.00 g/mL.

34. Tocopherol contains the hydrocarbon functional group. It is best described as a polar oil. The compound has a reported density of about 0.95 g/mL, compared to water's 1.00 g/mL.

35. Due to Defendant's intentional, deceitful practice of falsely labeling the Products as "oil free", Plaintiffs could not have known that the Products contained oils at the time they purchased them.

36. Plaintiffs were unaware that the Products contained oils when they purchased them.

37. Plaintiffs and the Class members were deceived into paying money for products they did not want because the Products were labeled as oil free.

38. Producers of consumer products, like Defendant, use consumer product labeling to increase consumer demand for products based on the perceived features or benefits of the products thereby increasing the price producers can charge for their products and/or the quantity they can sell.

39. Defendant by including "oil free" labeling increased consumer demand for the Products by incentivizing consumers to purchase them to receive desirable product features.

40. However, the "oil free" label on Defendant's Products is misleading, and consumers have been therefore deprived of that product feature. As a result, Defendant has been able to sell the Products at a greater price and/or in greater quantity than if Defendant did not include the challenged labeling, but without providing consumers with the promised product feature. Stated otherwise, Defendant coerced consumers to base their purchasing decision in material part on false claims, thereby fraudulently, deceptively, and unfairly increasing consumer demand for the product. Defendant profited from these acts by extracting additional funds from consumers than otherwise would not have been paid for Class Products, and also harmed competitors by luring would-be consumers of competitive products away from law-abiding products that were not so falsely advertised

41. Defendant, and not Plaintiffs, the Class, or Sub-Classes, knew or should have known that the Products' express labeling stating "Oil Free" was false, deceptive, and misleading, and that Plaintiffs, the Class, and Sub-Classes members would not be able to tell the Products' contained oils unless Defendant expressly told them.

42. Defendant employs professional chemists to create the chemical formulas of Defendant's products. Therefore, Defendant through its employees knew or should have known that the Products contained oils and that by labeling the Products as oil free they were deceiving consumers.

43. On information and belief, Defendant through their employees did know that the Products contained oils but chose to include "oil free" labeling.

44. As a result of Defendant's acts and omissions outlined above, Plaintiffs have suffered concrete and particularized injuries and harm, which include, but are not limited to, the following:

a. Lost money as a result in a shift of the consumer demand curve which increases consumer demand, the number of units sold, and the price of the Products;

b. Wasting Plaintiffs' time; and

c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of confidence in product labeling.

CLASS ALLEGATIONS

45. Plaintiffs bring this action on behalf of themselves and all others similarly situated, as a member of the proposed class (the "Class"), defined as follows:

> All persons within the United States who purchased the Products within five years prior to the filing of the original Complaint through the date of class certification.

46. Plaintiff Mulconrey also brings this action on behalf of herself and all others similarly situated, as a member of the proposed sub-class (the "Illinois Sub-Class"), defined as follows:

> All persons within the State of Illinois who purchased the Products within five years prior to the filing of the original Complaint through the date of class certification.

47. Plaintiff Madatovian also brings this action on behalf of herself and all others similarly situated, as a member of the proposed sub-class (the "California Sub-Class"), defined as follows:

> All persons within the State of California who purchased the Products within four years prior to the filing of the original Complaint through the date of class certification.

48. Defendant, their employees and agents are excluded from the Class and Sub-Class. Plaintiffs do not know the number of members in the Class and Sub-Class, but believes the

members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

49. The Class and Sub-Class are so numerous that the individual joinder of all of their members is impractical. While the exact number and identities of their members are unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs are informed and believes and thereon alleges that the Class and Sub-Class include thousands, if not millions of members. Plaintiffs alleges that the class members may be ascertained by the records maintained by Defendant and its retailers.

50. This suit is properly maintainable as a class action pursuant to Fed. R. Civ. P. 23(a) because the Class and Sub-Class are so numerous that joinder of their members is impractical and the disposition of their claims in the Class Action will provide substantial benefits both to the parties and the Court.

51. There are questions of law and fact common to the Class and Sub-Class affecting the parties to be represented. The questions of law and fact common to the Class and Sub-Class predominate over questions which may affect individual Class and Sub-Class members and include, but are not necessarily limited to, the following:

a. Whether Defendant disseminated false and misleading information by claiming the Products was oil-free when they contained oils;

b. Whether the Class and Sub-Class members were informed that the products contained oils;

c. Whether the Products contained oils;

d. Whether Defendant's conduct was unfair and deceptive;

e. Whether Defendant unjustly enriched itself as a result of the unlawful conduct alleged above;

f. Whether Defendant breached express warranties to Plaintiffs, and the Class and Sub-Class members;

g. Whether there should be a tolling of the statute of limitations; and

h. Whether the Class and Sub-Class members are entitled to restitution, actual damages, punitive damages, and attorneys' fees and costs.

52. As a residents of the United States, Illinois, and California who purchased the Products, Plaintiffs are asserting claims that are typical of the Class and Sub-Classes.

53. Plaintiffs have no interests adverse or antagonistic to the interests of the other members of the Class and Sub-Classes.

54. Plaintiffs will fairly and adequately protect the interests of the members of the Class and Sub-Classes. Plaintiffshave retained attorneys experienced in the prosecution of class actions.

55. A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class and Sub-Class members is impracticable. Even if every Class and Sub-Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous issues would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties, and to the court system, resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and of the court system and protects the rights of each class member. Class treatment will also permit the adjudication of relatively

small claims by many Class and Sub-Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

56. The prosecution of separate actions by individual members of the Class and Sub-Classes would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other Class and Sub-Class members not parties to such adjudications or that would substantially impair or impede the ability of such non-party Class and Sub-Class members to protect their interests.

57. Plaintiffs' claims and injuries are identical to the claims and injuries of all Class and Sub-Class members, because all claims and injuries of all Class and Sub-Class members are based on the same false labeling and same legal theories. All allegations arise from the identical, false, affirmative written statements made by Defendant.

58. Defendant has acted or refused to act in respect generally applicable to the Class and Sub-Classes thereby making appropriate final and injunctive relief with regard to the members of the Class and Sub-Classes as a whole.

59. The size and definition of the Class and Sub-Classes can be identified through records held by retailers carrying and reselling the Products, and by Defendant's own records.

COUNT I
VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, *et seq.*

60. Plaintiffs incorporate all of the allegations and statements made in Paragraphs No. 1-67 as if fully reiterated herein.

61. Plaintiff is a "person" as defined in 815 ILCS 505/1(c), as she is a natural person.

62. Defendant is a "person" as defined in 815 ILCS 505/1(c), as it is a company and a business entity and/or association.

63. 815 ILCS 505/2 states:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

64. Through its representation that the Products were oil free, Defendant made false promises, misrepresentations, concealments, suppressions, and omissions of material facts, with the intent that Plaintiffs rely upon said false promises, misrepresentations, concealments, suppressions, and omissions of material facts.

65. 815 ILCS 505/10a states:

> (a) Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper...
>
> (c) [T]he Court may grant injunctive relief where appropriate and may award, in addition to the relief provided in this Section, reasonable attorney's fees and costs to the prevailing party.

66. In taking the actions and omissions set forth above, and making the false promises, misrepresentations, concealments, suppressions, and omissions of material facts set forth above, Defendant violated the Illinois Consumer Fraud and Deceptive Business Practices Act, including, but not limited to, 815 ILCS 505/2.

67. Defendant failed to comply with the requirements of the ILCFA, including, but not limited to, 815 ILCS 505/2 as to the Class and Sub-Class members with respect to the above-alleged transactions

68. By reason thereof, Plaintiffs is entitled to a judgment against Defendant, declaring that Defendant's conduct violated 815 ILCS 505/2, enjoining Defendant from engaging in similar conduct in the future, and awarding actual damages, punitive damages, injunctive relief, costs, and attorneys' fees.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for a judgment against Defendant as follows:

a. An order certifying the Class and the Sub-Class and appointing Plaintiffsas Representatives of the Class and the Sub-Classes;

b. An order certifying the undersigned counsel as the Class and Sub-Class Counsel;

c. An order requiring Defendant, at its own cost, to notify all members of the Class and the Sub-Class of the unlawful, unfair, deceptive, and unconscionable conduct herein;

d. Judgment against Defendant in an amount to be determined at trial;

e. Judgment against Defendant for Plaintiffs' attorneys' fees, court costs, and other litigation costs; and

f. Any other relief deemed just and proper by this Court.

COUNT II
COMMON LAW FRAUD

69. Plaintiffs incorporate all of the allegations and statements made above in Paragraphs No. 1-67 as if fully reiterated herein.

70. Through its false statements on the Products' packaging, that the Products were oil free, Defendant made false statements of material fact.

71. At the time Defendant made its statements to Plaintiffs that the Products were oil

free, it knew, or reasonably should have known, that the statements described above were false.

72. At the time Defendant made the statements to Plaintiffs, Defendant intended to induce Plaintiffs to purchase the Products.

73. Plaintiffs relied upon the truth of the statements described above and purchased the Products, only to find that the Products did in fact contain oils.

74. As a result of their reasonable reliance upon Defendant's false statements of material fact as set forth above, Plaintiffs and other members of the Class and Sub-Classes have suffered concrete and particularized injuries, harm, and damages which include, but are not limited to, the loss of money spent on products they did not want to buy, and stress, aggravation, frustration, inconvenience, emotional distress, mental anguish, and similar categories of damages.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for a judgment against Defendant as follows:

a. An order certifying the Class and the Sub-Classes and appointing Plaintiffs as Representatives of the Class and the Sub-Classes;

b. An order certifying the undersigned counsel as the Class and Sub-Class Counsel;

c. An order requiring Defendant, at its own cost, to notify all members of the Class and the Sub-Class of the unlawful, unfair, deceptive, and unconscionable conduct herein;

d. Judgment against Defendant in an amount to be determined at trial;

e. Judgment against Defendant for Plaintiffs' attorneys' fees, court costs, and other litigation costs; and

f. Any other relief deemed just and proper by this Court.

COUNT III
UNJUST ENRICHMENT

75. Plaintiffs incorporates all of the allegations and statements made above in Paragraphs No. 1-67 as if fully reiterated herein.

76. Plaintiffs conferred monetary benefits to Defendant by purchasing the Products.

77. Defendant has been unjustly enriched by retaining the revenues derived from Plaintiffs' purchase of the Products based on the false statements that the Products are oil-free.

78. Defendant's retention of the revenue it received from Plaintiffs, and the Class and Sub-Class members, is unjust and inequitable because Defendant's false statements caused injuries to Plaintiffs, and the Class and Sub-Class members, as they would not have purchased the Products if they knew the Products contained oils.

79. Defendant's unjust retention of the benefits conferred on it by Plaintiffs, and the Class and Sub-Class members, entitles Plaintiffs, and the Class and Sub-Class members, to restitution of the money they paid to Defendant for the Products.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for a judgment against Defendant as follows:

a. An order certifying the Class and the Sub-Class and appointing Plaintiffs as Representatives of the Class and the Sub-Classes;

b. An order certifying the undersigned counsel as the Class and Sub-Class Counsel;

c. An order requiring Defendant, at its own cost, to notify all members of the Class and the Sub-Class of the unlawful, unfair, deceptive, and unconscionable conduct herein;

d. Judgment against Defendant in an amount to be determined at trial;

e. Judgment against Defendant for Plaintiffs' attorneys' fees, court costs, and other litigation costs; and

f. Any other relief deemed just and proper by this Court

COUNT IV
Violation of the California False Advertising Act
(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

80. Plaintiffs incorporate all of the allegations and statements made above in Paragraphs No. 1-67 as if fully reiterated herein.

81. Pursuant to California Business and Professions Code section 17500, et seq., it is unlawful to engage in advertising "which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading...or...to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

82. California Business and Professions Code section 17500, et seq.'s prohibition against false advertising extends to the use of false or misleading written statements.

83. Defendant misled consumers by making misrepresentations and untrue statements about the Class Products, namely, Defendant sold the Products advertised to be oil-free fully knowing the Products contained oils, and made false representations to Plaintiffs and other putative class members in order to solicit these transactions.

84. Specifically, Defendant wrote on the packages of these Products that they were oil-free.

85. Defendant knew that their representations and omissions were untrue and misleading, and deliberately made the aforementioned representations and omissions in order to

deceive reasonable consumers like Plaintiffs and other Class Members.

86. As a direct and proximate result of Defendant's misleading and false advertising, Plaintiffs and the other Class Members have suffered injury in fact and have lost money or property. Plaintiffs reasonably relied upon Defendant's representations regarding the Products, namely that they were oil-free. In reasonable reliance on Defendant's false advertisements, Plaintiffs and other Class Members purchased the Products. In turn Plaintiffs and other Class Members ended up with skincare products that turned out to actually be different than advertised, and therefore Plaintiffs and other Class Members have suffered injury in fact.

87. Plaintiffs allege that these false and misleading written representations made by Defendant constitute a "scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

88. Defendant advertised to Plaintiffs and other putative class members, through written representations and omissions made by Defendant and its employees, that the Class Products would be oil-free.

89. Defendant knew that the Class Products did in fact contain oils.

90. Thus, Defendant knowingly sold Class Products to Plaintiffs and other putative class members that contained oils contrary to the Products packaging.

91. The misleading and false advertising described herein presents a continuing threat to Plaintiffs and the Class Members in that Defendant persists and continues to engage in these practices, and will not cease doing so unless and until forced to do so by this Court. Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Plaintiffs is entitled to preliminary and permanent injunctive relief ordering Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiffs and all Class Members

Defendant's revenues associated with their false advertising, or such portion of those revenues as the Court may find equitable.

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated, request for relief pursuant to each claim set forth in this complaint, as follows:

a. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiffs as the Class Representative and appointing the undersigned counsel as Class Counsel;

b. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiffs and the Class members as a result of Defendant's unlawful, unfair, and fraudulent business practices;

c. Ordering Defendant to engage in a corrective advertising campaign;

d. Ordering damages in amount which is different than that calculated for restitution for Plaintiffs and the Class;

e. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiffs and the other members of the Class;

f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and

g. Ordering such other and further relief as may be just and proper.

COUNT V
Violation of Unfair Business Practices Act
(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

92. Plaintiffs incorporate all of the allegations and statements made above in Paragraphs No. 1-67 as if fully reiterated herein.

93. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiffs is required to

provide evidence of a causal connection between a defendant's business practices and the alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiffs to show merely that the defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

UNFAIR

94. California Business & Professions Code § 17200 prohibits any "unfair ... business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Plaintiffsreserve the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

95. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or competition; and, (3) is not one that consumers themselves could reasonably have avoided.

96. Here, Defendant's conduct has caused and continues to cause substantial injury to Plaintiffs and members of the Class. Plaintiffs and members of the Class have suffered injury in fact due to Defendant's decision to sell them fraudulently labeled products (Class Products). Thus, Defendant's conduct has caused substantial injury to Plaintiffs and the members of the Sub-Class.

97. Moreover, Defendant's conduct as alleged herein solely benefits Defendant while

providing no benefit of any kind to any consumer. Such deception utilized by Defendant convinced Plaintiffs and members of the Class that the Class Products were oil-free, in order to induce them to spend money on said Class Products. In fact, knowing that Class Products, by their objective terms contained oils, unfairly profited from their sale, in that Defendant knew that the expected benefit that Plaintiffs would receive from this feature is nonexistent, when this is typically never the case in situations involving ingredients said to be excluded from a product. Thus, the injury suffered by Plaintiffs and the members of the Sub-Class is not outweighed by any countervailing benefits to consumers.

98. Finally, the injury suffered by Plaintiffs and members of the Class and Sub-Class is not an injury that these consumers could reasonably have avoided. After Defendant, falsely represented that Class Products would be oil-free, the Plaintiffs, Class members, and Sub-Class Members suffered injury in fact due to Defendant's sale of Class Products to them. Defendant failed to take reasonable steps to inform Plaintiffs and class members that the Class Products contained oils, including intentionally mislabeling the Products by labeling them as oil-free. As such, Defendant took advantage of Defendant's position of perceived power in order to deceive Plaintiffs and the Class members to purchase products containing oils. Therefore, the injury suffered by Plaintiffs and members of the Class is not an injury which these consumers could reasonably have avoided.

99. Thus, Defendant's conduct has violated the "unfair" prong of California Business & Professions Code § 17200.

FRAUDULENT

100. California Business & Professions Code § 17200 prohibits any "fraudulent ... business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a consumer

must allege that the fraudulent business practice was likely to deceive members of the public.

101. The test for "fraud" as contemplated by California Business and Professions Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200 violation can be established even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage.

102. Here, not only were Plaintiffs and the Class members likely to be deceived, but these consumers were actually deceived by Defendant. Such deception is evidenced by the fact that Plaintiffs agreed to purchase Class Products under the basic assumption that they were oil-free even though the Products contained oils. Plaintiffs'reliance upon Defendant's deceptive statements is reasonable due to the unequal bargaining powers of Defendant and Plaintiffs. For the same reason, it is likely that Defendant's fraudulent business practice would deceive other members of the public.

103. As explained above, Defendant deceived Plaintiffs and other Class Members by representing the Class Products as oil-free when the Products contained oils.

104. Thus, Defendant's conduct has violated the "fraudulent" prong of California Business & Professions Code § 17200.

UNLAWFUL

105. California Business and Professions Code Section 17200, et seq. prohibits "any unlawful...business act or practice."

106. As explained above, Defendant deceived Plaintiffs and other Class Members by representing the Class Products as oil-free, when the Products contained oils.

107. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiffs and Class Members to purchase the Class Products, in violation of California Business

and Professions Code Section 17500, et seq. Had Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiffs and Class Members would not have purchased the Class Products. Defendant's conduct therefore caused and continues to cause economic harm to Plaintiffs and Class Members.

108. These representations by Defendant are therefore an "unlawful" business practice or act under Business and Professions Code Section 17200 et seq.

109. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts entitling Plaintiffs and Class Members to judgment and equitable relief against Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiffs and Class Members seek an order for public injunctive relief requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves and the Class and Sub-class, requests the following relief:

(a) An order certifying the Class and appointing Plaintiffs as Representative of the Class and Sub-class;

(b) An order certifying the undersigned counsel as Class and Sub-Class Counsel;

(c) An order requiring Defendant, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;

(d) An order for public injunctive relief prohibiting Defendant from continuing the conduct described herein or engaging in similar conduct in the future;

(e) An order requiring Defendant to engage in corrective advertising regarding the conduct discussed above;

(f) Actual damages suffered by Plaintiffs and Class Members as applicable or full restitution of all funds acquired from Plaintiffs and Class Members from the sale of mislabeled Class Products during the relevant class period;

(g) Any and all statutory enhanced damages;

(h) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;

(i) Pre- and post-judgment interest; and

(j) All other relief, general or special, legal and equitable, to which Plaintiffs and Class Members may be justly entitled as deemed by the Court.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues in this action so triable, except for any issues relating to the amount of attorneys' fees and costs to be awarded should Plaintiffs prevail on any of their claims in this action.

RESPECFULLY SUBMITTED,

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