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Attorneys for Plaintiff and the Proposed Class

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

RENEE YOUNG, individually and on behalf of
all others similarly situated,

Plaintiff(s),

v.

S&G Hampton Sun, LLC, and DOES 1 through
10, inclusive,

Defendant(s).

Case No. **26STCV24294**

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA FALSE
ADVERTISING LAW, BUSINESS AND
PROFESSIONS CODE § 17500, et. seq.
2. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW,
BUSINESS AND PROFESSIONS CODE §
17200, et seq.
3. VIOLATION OF CALIFORNIA
CONSUMERS LEGAL REMEDIES ACT,
CIVIL CODE § 1750, et seq.

1 Plaintiff RENEE YOUNG (“Plaintiff”), individually and on behalf of all other similarly
2 situated purchasers (the “Class” and “Class Members”), brings this class action lawsuit against S&G
3 Hampton Sun, LLC (“Hampton Sun” or “Defendant”), and alleges as follows:

4 I. NATURE OF THE ACTION

5 1. This is a consumer protection class action arising from Defendant's false and
6 misleading marketing, advertising, and sale of its skincare products.

7 2. Defendant prominently markets its mineral sunscreen Products as “mineral”, “100%
8 mineral” and as providing “natural, chemical-free protection”. Viewed together, these
9 representations convey to reasonable consumers that the Products are formulated with naturally
10 occurring mineral and natural ingredients rather than synthetic alternatives and, as a result, are
11 cleaner, healthier, and more environmentally conscious than conventional sunscreens. In reality,
12 however, the Products contain numerous synthetic and non-mineral ingredients, rendering
13 Defendant's “mineral”, “100% mineral”, and “natural” representations false and misleading.

14 3. The terms “natural” and “mineral” have become touchstones of the modern wellness
15 movement. By prominently featuring these wellness indicators, Defendant capitalizes on consumers'
16 preference for cleaner products and induces consumers to believe the Products are superior to
17 conventional skincare products when, in reality, they contain numerous synthetic chemicals,
18 artificial ingredients, and other laboratory-derived ingredients that are inconsistent with Defendant's
19 marketing narrative.

20 4. By making and reinforcing these representations, Defendant has induced consumers,
21 including Plaintiff, to purchase the Products and to pay a price premium for products they
22 reasonably believed were made exclusively of mineral and natural ingredients. Plaintiff and other
23 consumers would not have purchased the Products, or would have paid less for them, had they
24 known that such products are not in fact exclusively comprised of mineral and natural ingredients.
25 As a result, Defendant’s conduct has caused economic injury to Plaintiff and the proposed Class
26 and has conferred upon Defendant an unfair competitive advantage relating to these marketing
27 claims.
28

II. THE PRODUCTS AT ISSUE

5. The Hampton Sun products at issue are the following products, as identified by product name on the front label of each product:

- a. Hampton Sun SPF 30 Mineral Sunscreen;
 - b. Hampton Sun SPF 50 Mineral Sunscreen;
 - c. Hampton Sun SPF 30 Mineral Moisture Lip Balm;
 - d. Hampton Sun SPF 50 Kids Mineral Sunscreen Face Stick;
 - e. Hampton Sun Age-Defying SPF 50 Mineral Face Crème;
 - f. Hampton Sun SPF 50 Mineral Face Stick;
 - g. Hampton Sun SPF 30 Mineral Lotion;
 - h. Hampton Sun SPF 45 Mineral Body Crème; and
 - i. Hampton Sun SPF 50 Mineral Baby Lotion;
- (Collectively referred to as the “Products”).

6. The Products are offered for sale through various channels, including directly on the Hampton Sun brand’s website, and through third party retail outlets and internet websites.

III. THE CHALLENGED MARKETING AND ADVERTISING

A. Defendant Uniformly Promotes the Hampton Sun Brand and the Products Using “Mineral” and “Natural” Marketing Claims.

7. During the Class Period—defined herein as the four (4) years preceding the filing of this Complaint, Defendant engaged in a uniform and extensive marketing campaign promoting the Hampton Sun Products as “Mineral Sunscreens” providing “natural, chemical-free protection.” Defendant disseminated these representations through its own website, promotional materials, product packaging, social media, and third-party retailers and online platforms.

8. As part of this marketing campaign, Defendant prominently made, among others, the following representations concerning the Hampton Sun brand and the Products:

a. Brand-Level Representations

i. “**Mineral** Sunscreens with **natural, chemical-free protection**”

<https://hamptonsun.com/pages/why-hampton-sun>

ii. “**Mineral** formulas”

<https://hamptonsun.com/pages/dermatologist-recommended-1>

b. Product- Specific Representations

PRODUCT: SPF 30 Mineral Sunscreen

Front of Product Label

- **MINERAL SUNSCREEN**

Website marketing

- **MINERAL SUNSCREEN**
- **MICROMINERAL PARTICLES**
- The modern-day **mineral SPF mist**
- A breakthrough in how **mineral sunscreen mists** feel and perform
- engineered to optimize the delivery of **mineral sunscreens**
- **100% Mineral, non-nano zinc oxide**
- Conscious Formula
- **Alcohol-Free**

PRODUCT: SPF 50 Mineral Sunscreen

Front of Product Label

- **MINERAL SUNSCREEN**

Website marketing

- **MINERAL SUNSCREEN**
- **MICRO MINERAL PARTICLES**
- The modern day **mineral SPF mist**
- a breakthrough in how **mineral sunscreen mists** feel and perform
- engineered to optimize the delivery of **mineral sunscreens**
- **100% mineral, non-nano zinc oxide**
- Conscious Formula
- **Alcohol-Free**

PRODUCT: SPF 30 Mineral Moisture Lip Balm

Front of Product Label m

- **MINERAL MOISTURE LIP BALM**

Website marketing

- **MINERAL MOISTURE LIP BALM**
- **“...our mineral lip balm...”**
- **100% mineral, non-nano zinc oxide**
- **Conscious Formula**
- **Alcohol-Free**

PRODUCT: SPF 50 Kids Mineral Sunscreen Face Stick

Front of Product Label

- **MINERAL SUNSCREEN FACE STICK**

Website marketing

- **MINERAL SUNSCREEN FACE STICK**
- **Sheer, glide-on mineral protection, designed for young skin.**
- **100% mineral, non-nano Zinc Oxide**
- **Conscious Formula**
- **Alcohol-Free**

PRODUCT: Age-Defying SPF 50 Mineral Face Crème

Front of packaging

- **MINERAL AGE DEFYING SUNSCREEN FACE CREAM**

Back of packaging

- **ALL NATURAL**
- **MINERAL SUNSCREEN**

Front of product label

- **MINERAL AGE DEFYING SUNSCREEN FACE CREAM**

Back of product label

- **MINERAL AGE DEFYING SUNSCREEN FACE CREAM**
- **ALL NATURAL**

Website marketing

- **Mineral Sunscreen** face stick
- The gold standard in **mineral sunscreen.**
- This **100% mineral** cloud soft cream melts into skin invisibly.....
- **100% mineral, non-nano Zinc Oxide**
- **Conscious Formula**
- **Alcohol-Free**

PRODUCT: SPF 50 Mineral Face Stick

Front of product label

- MINERAL SUNSCREEN

Website marketing for SPF 50 Mineral Face Stick

- MINERAL SUNSCREEN FACE STICK
- "...SPF 50 Mineral Face Stick delivers broad-spectrum protection...."
- 100% mineral, non-nano Zinc Oxide
- Conscious Formula
- Alcohol-Free

PRODUCT: SPF 30 Mineral Lotion

Front of product label

- MINERAL SUNSCREEN

Website marketing

- MINERAL SUNSCREEN BODY LOTION
- SPF 30 Mineral Sunscreen Body Lotion
- 100% mineral, non-nano Zinc Oxide
- Conscious Formula
- Alcohol-Free

PRODUCT: SPF 45 Mineral Body Crème

Front of package

- MINERAL SUNSCREEN BODY LOTION

Back of package

- ALL NATURAL
- MINERAL SUNSCREEN

Front of product label

- MINERAL SUNSCREEN BODY LOTION

Back of product label

- ALL NATURAL
- MINERAL SUNSCREEN BODY LOTION

Website marketing

- The gold standard in mineral body sunscreen
- A next generation mineral body sunscreen
- this advanced mineral formula
- 100% mineral, non-nano Zinc Oxide
- Conscious Formula
- Alcohol-Free

PRODUCT: SPF 50 Mineral Baby Lotion**Product Label**

- MINERAL SUNSCREEN LOTION
- ALL NATURAL

Website marketing

- MINERAL SUNSCREEN LOTION
- SPF 50 Baby Mineral Lotion
- ALL NATURAL
- 100% mineral, non-nano zinc oxide
- Conscious Formula
- Alcohol-Free

9. True and correct copies of the Challenged Representations for each of the Products, together with images of the corresponding product packaging, labels, and website pages on which those representations appear, are attached hereto as Exhibits 1 and 2 and incorporated herein by this reference.

10. The Challenged Representations were uniform and standardized, were disseminated to consumers throughout California, and were intended to influence consumers' purchasing decisions by conveying the same material message regarding the nature, composition, and qualities of the Products.

B. The Products Contain Ingredients Inconsistent with Defendant's "Mineral" and "Natural" Representations and Marketing Claims.

11. Contrary to the Challenged Representations, the Products contain numerous ingredients that are neither mineral nor natural but instead are synthetic or laboratory-manufactured ingredients. Each of the Products contain a combination of at least two of the following non-mineral and synthetic ingredients set forth below:

- Tocopherol Acetate
- Polyhydroxystearic Acid
- Butyloctyl Salicylate
- VP/Hexadecene Copolymer

- Ethylhexylglycerin
- Fragrance
- Isopropyl Myristate
- Ethylhexyl Methoxycrylene
- Caprylyl Glycol
- Dibutyl Ethylhexanoyl Glutamide
- Dibutyl Lauroyl Glutamide
- C12-15 Alkyl Benzoate
- Octyldodecanol
- Hydrogenated Polydecene

12. Among the ingredients identified above are numerous synthetic and non-mineral ingredients. In other words, many of the ingredients contained in the Products are not naturally occurring mineral compounds, but instead are synthetic ingredients or ingredients manufactured through chemical processes involving non-mineral source materials. Accordingly, the Challenged Representations are false, misleading, and deceptive because they create the false net impression that the Products are composed of naturally occurring mineral and natural ingredients rather than numerous synthetic and non-mineral ingredients.

13. Exhibit 2, attached hereto and incorporated herein by this reference, identifies the synthetic, non-mineral, and non-natural ingredients contained in each of the Products.

C. Reasonable Consumer Understanding of, and the Materiality of and Reliance on, the “Mineral” and “Natural” Marketing Claims.

14. The net impression conveyed by Defendant’s marketing is clear and unambiguous: that the Products are composed exclusively of mineral and natural ingredients and do not contain synthetic or non-mineral/unnatural substances. When viewed together with Defendant’s “natural, chemical-free protection” representations, consumers reasonably understand those claims to describe the Products’ overall formulation and composition.

1 15. Reasonable consumers lack specialized knowledge of chemistry or ingredient
2 nomenclature and cannot be expected to understand whether ingredients such as Tocopheryl
3 Acetate, Caprylyl Glycol, or Ethylhexylglycerin are mineral and natural.

4 16. Reasonable consumers understand these phrases to mean that the Products are made
5 according to a formula derived entirely from mineral and natural ingredients.

6 17. The use of these specific “Mineral” and “Natural” textual representations creates a
7 consistent and reinforcing message that the Products are free from synthetic and non-mineral or
8 non-natural derived formulations.

9 18. This textual messaging is amplified by Defendant’s uniform visual branding and
10 packaging aesthetic. Defendant utilizes gleaming bronze and rust-orange coloring across the
11 Products’ packaging, website, and typography. Visual elements such as these closely resemble the
12 natural earth tones consumers typically associate with minerals and mineral compounds.
13 Consequently, this packaging contributes to and solidifies to the overarching, deceptive marketing
14 message that the Products are strictly “mineral” and “natural”.

15 19. In the cosmetic and skincare industry, these specific visual elements significantly
16 influence consumer perception by signaling environmental purity, safety, and a complete absence
17 of chemical or synthetic additives. A significant portion of the general consuming public, acting
18 reasonably under the circumstances, understands Defendant’s text, logo, color schemes, and
19 mineral-adjacent visual imagery, taken together, to convey a cohesive message that the Products are
20 composed exclusively of natural, mineral ingredients and are free from chemical or synthetic
21 substances.

22 20. Defendant’s “mineral” and “natural” claims are material to reasonable consumers.
23 Consumers actively seek out mineral skincare products to avoid synthetic and chemical ingredients,
24 which they associate with skin irritation or long-term health concerns. Plaintiff and Class Members
25 read and reasonably relied on Defendant’s uniform representations when choosing to purchase the
26 Products.

27 21. Had Plaintiff and Class Members known that the Products were not actually wholly
28 mineral and natural but instead contained numerous non-mineral, non-natural and synthetically

1 manufactured ingredients, they would not have purchased the Products or would have paid
2 significantly less for them. Defendant's "mineral" and "natural" marketing claims are therefore
3 likely to deceive a reasonable consumer and have caused financial injury by commanding an
4 unwarranted price premium.

5 **IV. SUMMARY OF NOTICE OF VIOLATIONS OF LAW**

6 22. On March 30, 2025, Defendant was served by Plaintiff with written notices pursuant
7 to Civil Code section 1750, et seq., setting forth Plaintiff's contentions.

8 23. Plaintiff's letter was sent via certified mail with electronic return receipt to Defendant
9 who acknowledged receipt. Defendant rejected Plaintiff's attempts to address the concerns stated
10 herein and instead has allowed the Products to continue to be sold with full knowledge of the alleged
11 claims.

12 24. Wherefore, unless and until enjoined by order of this Court, the false, misleading, and
13 deceptive marketing and advertising of the Products by Defendant will continue and cause great and
14 irreparable injury to Plaintiff, the Members of the Class, and other California consumers.

15 25. Therefore, Plaintiff brings this action challenging Defendant's claims relating to the
16 Products on behalf of herself and all others similarly situated under Civil Code section 17500, et
17 seq., Business and Professions Code sections 17200, et seq. and Civil Code section 1770,
18 subdivisions (a)(5) and (a)(7).

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

21 27. Plaintiff further seeks an order in equity compelling restitution of the monetary
22 amounts by which Plaintiff and the Class did not receive the value of the Products they paid for and
23 by which Defendant has been unjustly enriched.

24 28. Plaintiff further seeks actual and punitive damages, pre- and post-judgment interest,
25 attorney's fees, and costs.

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27 ///

28 ///

1 **V. THE PARTIES**

2 **A. Defendant**

3 29. Defendant S&G Hampton Sun, LLC is the owner and distributor of the Products and
4 is the company that created and/or authorized the false, misleading, and deceptive advertisements
5 and labeling for the Products alleged herein.

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

15 **B. Plaintiff**

16 31. Plaintiff RENEE YOUNG is, and at all times relevant hereto was, a citizen of the state
17 of California.

18 32. Plaintiff purchased the Hampton Sun SPF 50 Mineral Face Stick product.

19 33. Plaintiff purchased the Hampton Sun SPF 50 Mineral Face Stick product several times
20 from 2024 to 2025. To the best of Plaintiff's recollection, Plaintiff purchased the Hampton Sun SPF
21 50 Mineral Face Stick product in-store at Walmart.

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

27 35. Plaintiff would like to purchase the Products in the future. However, Plaintiff will be
28 unable to rely on the Products' packaging, labels, or advertising in the future, and so will not

1 purchase the Products although Plaintiff would like to. Plaintiff understands that the truth and/or
2 accuracy of the Challenged Representations as represented by Defendant could change over time
3 and Plaintiff might purchase the Products, despite the fact they were once marred by false and/or
4 misleading marketing, as she may reasonably assume, incorrectly, that the composition of the
5 materials in the Products and/or capability to perform the represented claims changed. However, as
6 long as Defendant continues to promote the Products with the Challenged Representations, Plaintiff
7 (and other consumers) will be unable to make informed decisions about whether to purchase the
8 Products and will be unable to evaluate the differences between the Products and competitors'
9 products. Plaintiff and other consumers are therefore further likely to be repeatedly misled by
10 Defendant's conduct, unless and until Defendant is enjoined from continuing to engage, use, or
11 employ the practice of falsely marketing and advertising for sale of the Products.

12 VI. JURISDICTION

13 36. This Court has subject-matter jurisdiction over this action because the claims arise
14 under California law and no federal question is presented.

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

17 38. This Court has personal jurisdiction over Defendant. Defendant S&G Hampton Sun,
18 LLC is a limited liability company formed in New York. Defendant S&G Hampton Sun, LLC
19 conducts substantial, continuous, and systematic business within California and has substantial
20 contacts with and receives substantial benefits and income from and through the State of California,
21 and committed the wrongful acts alleged herein within the State of California.

22 39. By marketing, advertising, selling, and distributing the Products at issue to consumers
23 throughout California, Defendant S&G Hampton Sun, LLC purposefully availed itself of the
24 privilege of conducting activities within California and invoked the benefits and protections of
25 California law.

26 40. The injuries suffered by Plaintiff and the Class occurred in California, and arise out
27 of Defendant S&G Hampton Sun, LLC's contacts with California. Accordingly, the exercise of
28

1 jurisdiction over Defendant S&G Hampton Sun, LLC is proper and comports with traditional
2 notions of fair play and substantial justice.

3 **VII. VENUE**

4 41. Venue is proper in this District because Defendant is doing business in Los Angeles
5 County.

6 **VIII. CLASS ALLEGATIONS**

7 42. Plaintiff brings this action on Plaintiff's own behalf and on behalf of all other persons
8 similarly situated. The Class which Plaintiff seeks to represent comprises:

9
10 All natural persons who were citizens of the State of California at the time of
11 purchase and who purchased the Products in the State of California, including
12 purchases made while physically located in California or for delivery to a
California address, during the four (4) years preceding the filing of this action
through the present (Referred to herein as "the Class" or "Class Members").

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

15 43. Numerosity: although the exact number of Class Members is uncertain and can only
16 be ascertained through appropriate discovery, the number is great enough such that joinder is
17 impracticable.

18 44. Adequacy: Plaintiff is an adequate representative of the Class because Plaintiff's
19 interests are the same as the Class in that Plaintiff and the Class Members were subjected to the
20 same representations by Defendant as set forth herein; Plaintiff intends to prosecute this action
21 vigorously and completely on behalf of herself and the Class Members; Plaintiff has retained
22 competent counsel experienced in prosecuting class actions; and Plaintiff's interests do not conflict
23 with the interests of the Members of the Class. Based thereon, the interests of the Class Members
24 will be fairly and adequately protected by Plaintiff and Plaintiff's counsel.

25 45. Commonality and Predominance of Common Issues: Defendant has acted on grounds
26 common and applicable to the entire Class and therefore, numerous questions of law and fact are
27 common to Plaintiff and the Class Members that predominate over any question affecting only
28

1 individual Class Members thereby making relief appropriate with respect to the Class as a whole.

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

3 a. Common facts include but are not limited to:

- 4 i. Throughout the Class Period, Defendant manufactured, marketed, advertised,
5 and sold the Products pursuant to a common course of conduct.
- 6 ii. Defendant marketed each of the respective Products through a centralized and
7 uniform marketing campaign, including on Defendant's website, product
8 pages, and promotional materials.
- 9 iii. Each of the respective Products contained the same or substantially similar
10 ingredients and were formulated to serve the same intended purpose.
- 11 iv. Each of the respective Products were sold in substantially similar packaging
12 and labeling that prominently displayed the Challenged Representations.
- 13 v. The representations appearing on each of the respective Products packaging,
14 labeling were the same or materially similar throughout the Class Period.
- 15 vi. The representations disseminated through Defendant's website and marketing
16 materials were the same or materially similar for each of the respective
17 Products throughout the Class Period.
- 18 vii. Plaintiff and Class Members were exposed to the same or substantially similar
19 representations on each of the respective Products' packaging, labeling, and
20 marketing materials prior to purchase.
- 21 viii. The truth or falsity of Defendant's representations is capable of common proof
22 and presents questions that are common to Plaintiff and all Class Members.

23 b. Common issues of law include but are not limited to:

- 24 i. Whether the Challenged Representations by Defendant, as alleged herein,
25 were and are material to Plaintiff and the Class Members.
- 26 ii. Whether the Challenged Representations were and are false, deceptive and/or
27 misleading in violation of Business and Professions Code sections 17200, et
28 seq. and 17500, et seq. and California Civil Code 1750, et. seq.

1 46. Accordingly, the determination of Defendant's liability under each of the causes of
2 action presents legal issues that are common to Plaintiff and the class as a whole.

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

6 48. The Class is identifiable and ascertainable. Plaintiff has precisely defined the Class
7 based on objective criteria whereby Class Members would be able to know whether they are a
8 member of the prospective Class, specifically, "[A]ll natural persons who were citizens of the State
9 of California at the time of purchase and who purchased the Products in the State of California,
10 including purchases made while physically located in California or for delivery to a California
11 address, during the four (4) years preceding the filing of this action through the present."

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

16 50. Superiority: A class action is superior to other available methods for the fair and
17 efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and will
18 continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct.
19 The expense and burden of individual litigation would make it impracticable and impossible for
20 proposed Class Members to afford to seek legal redress for the wrongs complained of herein and
21 prosecute their claims individually. Therefore, absent a class or representative action, the Class
22 Members will continue to suffer losses, and Defendant will be allowed to continue these violations
23 of law and to retain the proceeds of its wrongdoing. Class treatment of common questions of law
24 and fact would also be a superior method to multiple individual actions or piecemeal litigation in
25 that class treatment will conserve the resources of the courts and the litigants and will promote
26 consistency and efficiency of adjudication. Finally, trial on a representative and class basis would
27 be manageable. Liability may be determined by facts and law common to the Class Representative
28

1 and the Class Members and monetary damages or restitution may be determined by proven and
2 approved methods on a class wide basis.

3 **IX. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

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

6 **(False and Misleading Advertising)**

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

9 52. This cause of action is brought pursuant to Business and Professions Code section
10 17500, et seq., on behalf of Plaintiff and the Class.

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

14 54. Defendant intended the Challenged Representations as detailed herein.

15 55. Defendant publicly disseminated and advertised the Challenged Representations set
16 forth herein which Defendant knew, or should have known in the exercise of reasonable care, were
17 untrue or misleading via advertising mediums that include but are not limited to, the Products'
18 labeling, packaging and website, as set forth herein.

19 56. Specifically, Defendant's false, untrue, and misleading advertisements include, but
20 are not limited to, uniform representations that the Products are "Mineral" (including claims such
21 as "100% Mineral," "Mineral Sunscreen," and "our mineral lip balm") and "Natural" (including
22 claims such as "All Natural" and "natural . . . protection") when, in fact, they contain non-mineral,
23 unnatural and synthetically manufactured ingredients.

24 57. The Challenged Representations were material to Plaintiff and the Members of the
25 Class and played a substantial part, and were a substantial factor, in influencing Plaintiff's and other
26 California consumers' decisions to purchase the Products.

27 58. Plaintiff and the Members of the Class relied on Defendant's false, deceptive, and
28 misleading representations and would not have purchased the Products if not for the false, deceptive,

1 and misleading representations and marketing of the Challenged Representations by Defendant set
2 forth herein.

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

6 60. The Products as purchased by Plaintiff and the Members of the Class were and are
7 unsatisfactory and worth less than the amount paid for them.

8 61. All of Defendant's conduct alleged herein occurs and continues to occur in
9 Defendant's business.

10 62. Wherefore, Plaintiff, the Members of the Class, and other California consumers have,
11 among other things, no adequate remedy at law for the injuries that are currently being suffered and
12 that will be suffered in the future in that, unless and until enjoined by order of this Court, the
13 Challenged Representations will continue and cause great and irreparable injury to Plaintiff, the
14 Members of the Class, and other California consumers.

15 63. Therefore, pursuant to Business and Professions Code section 17535, Plaintiff seeks
16 an order in equity from this Court enjoining Defendant from engaging in the above-described
17 wrongful acts and practices, including, but not limited to, an order enjoining Defendant from
18 continuing to disseminate and/or include the Challenged Representations detailed herein in the
19 marketing, advertising, website pages, packaging, and labeling of the Products.

20 64. In addition, Plaintiff seeks an order awarding Plaintiff and the Members of the Class
21 restitution of the monetary amounts by which Plaintiff and the Members of the Class did not receive
22 the value of the Products they paid for and by which Defendant was unjustly enriched.

23 **SECOND CAUSE OF ACTION**

24 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, et seq.** 25 **(Unlawful, Unfair, and Fraudulent Business Acts or Practices and Unfair, Deceptive, Untrue** 26 **or Misleading Advertising)**

27 65. Plaintiff repeats and realleges the allegations set forth above, and incorporates the
28 same as if set forth herein at length.

66. Plaintiff brings this cause of action pursuant to Business and Professions Code section 17200, et seq., on her own behalf and on behalf of all other persons similarly situated.

67. The UCL prohibits “any unlawful, unfair . . . or fraudulent business act or practice.” (Bus. & Prof. Code, § 17200, et seq.) Defendant’s Challenged Representations as set forth herein violate each of these provisions.

A. “Unfair” Prong

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

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

70. Defendant’s Challenged Representations falsely advertising the status of the Products caused injuries to Plaintiff and the Members of the Class, who did not receive what they were promised.

71. Defendant’s Challenged Representations stifle competition in the marketplace.

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

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

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

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

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

C. “Unlawful” Prong

86. Defendants’ business practices, described herein, violated and continue to violate the “unlawful” prong of Business and Professions Code section 17200, et seq., by violating Civil Code sections 1573, 1709, 1710, 1711, and 1750 et seq., and Business and Professions Code sections 17500, et. seq.

87. Defendant knew that the claims that they made and continue to make about the Products with the Challenged Representations are false and misleading.

88. Defendant’s false, deceptive, and misleading representations through Challenged Representations played a substantial part, and was a substantial factor, in influencing Plaintiff’s and the Members of the Class’s decisions to purchase the Products.

89. Plaintiff and the Class have suffered injury in fact and have lost money or property as a result of the Challenged Representations.

90. The Products as purchased by the Plaintiff and the Class were and are unsatisfactory and worth less than the amounts paid for.

91. Defendant’s advertising and labeling of the Products with the Challenged Representations is further “unlawful” because it violates California Health and Safety Code sections 110385 and 111330.

92. California Health & Safety Code section 110385 provides that it is unlawful for any person to distribute in commerce any food, drug, device, or cosmetic, if its packaging or labeling does not conform to the provisions of the California Health and Safety Code.

93. California Health and Safety Code section 111330 provides that “Any drug or device is misbranded if its labeling is false or misleading in any particular.”

94. The Products are “misbranded” within the meaning of California Health and Safety Code section 111330 because Defendant’s labeling and advertising are false and misleading as set forth herein.

95. All of the conduct alleged herein occurs and continues to occur in Defendant’s business.

1 102. This cause of action is brought pursuant to Civil Code section 1750, et seq., the
2 Consumers Legal Remedies Act, on behalf of Plaintiff and a Class pursuant to Civil Code section
3 1781 consisting of the Class defined above.

4 103. The Class consists of thousands of persons, the joinder of whom is impracticable.

5 104. There are questions of law and fact common to the Class, which questions are
6 substantially similar and predominate over questions affecting the individual members, including
7 but not limited to:

8 a. Common facts include but are not limited to:

- 9 i. Throughout the Class Period, Defendant manufactured, marketed,
10 advertised, and sold the Products pursuant to a common course of conduct.
- 11 ii. Defendant marketed each of the respective Products through a centralized
12 and uniform marketing campaign, including on Defendant's website, product
13 pages, and promotional materials.
- 14 iii. Each of the respective Products contained the same or substantially similar
15 ingredients and were formulated to serve the same intended purpose.
- 16 iv. Each of the respective Products were sold in substantially similar packaging
17 and labeling that prominently displayed the Challenged Representations.
- 18 v. The representations appearing on each of the respective Products packaging,
19 labeling were the same or materially similar throughout the Class Period.
- 20 vi. The representations disseminated through Defendant's website and
21 marketing materials were the same or materially similar for each of the
22 respective Products throughout the Class Period.
- 23 vii. Plaintiff and Class Members were exposed to the same or substantially
24 similar representations on each of the respective Products' packaging,
25 labeling, and marketing materials prior to purchase.
- 26 viii. The truth or falsity of Defendant's representations is capable of common
27 proof and presents questions that are common to Plaintiff and all Class
28 Members

1 a. Common issues of law include but are not limited to:

2 i. Whether the Challenged Representations by Defendant, as alleged herein,
3 were and are material to Plaintiff and the Class Members.

4 ii. Whether the Challenged Representations were and are false, deceptive and/or
5 misleading in violation of Business and Professions Code sections 17200, et
6 seq. and 17500, et seq. and California Civil Code 1750, et. seq.

7 105. Accordingly, the determination of Defendant's liability under each of the causes of
8 action presents legal issues that are common to Plaintiff and the class as a whole.

9 106. As set forth in detail herein, Defendant publicly disseminated the Challenged
10 Representations.

11 107. The policies, acts, and practices described herein were intended to result in the sale of
12 the Products to the consuming public and violated and continue to violate Civil Code section 1770,
13 subdivision (a)(5) of the Act by making representations that the Products have characteristics and
14 benefits which they do not have as represented, and violate Civil Code section 1770, subdivision
15 (a)(7) by representing that the Products are of a particular standard, quality, grade and style when
16 they are of another.

17 108. In doing so, Defendant intentionally misrepresented material facts.

18 109. Defendant's Challenged Representations about the Products led Plaintiff and the
19 Members of the Class to believe that the Products have characteristics, materials, and benefits which
20 they do not have and are of a particular standard, quality, grade, and style when they are of another.

21 110. Defendant knew that the Challenged Representations concerning the Products'
22 purported attributes and qualities were false and/or misleading and material to the Plaintiff and the
23 Class Members' purchase decisions.

24 111. Defendant's actions as described hereinabove were done with a conscious disregard
25 of Plaintiff's, the Class Members' and other California consumers' rights.

26 112. Defendant's Challenged Representations were material to Plaintiff and the Class
27 Members and played a substantial part, and were a substantial factor, in influencing Plaintiff's and
28 the Class Members' decisions to purchase the Products.

1 113. Plaintiff and the Class Members relied on Defendant's Challenged Representations
2 and would not have purchased the Products if not for the Challenged Representations by Defendant
3 set forth herein.

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

7 115. The Products as purchased by Plaintiff and the Class Members were and are
8 unsatisfactory and worth less than the amount paid for them.

9 116. On March 30, 2025, Defendant was served by Plaintiff with written pre lawsuit notice
10 pursuant to Civil Code section 1750, et seq., which set forth Plaintiff's contentions. Plaintiff's letter
11 was sent via certified mail with electronic return receipt to Defendant who acknowledged receipt.
12 Defendant rejected Plaintiff's attempts to address the concerns stated herein and instead has allowed
13 the Products to continue to be sold with full knowledge of the alleged claims.

14 117. All of Defendant's conduct alleged herein occurs and continues to occur in
15 Defendant's business.

16 118. Wherefore, Plaintiff, the Members of the Class, and other California consumers have,
17 among other things, no adequate remedy at law for the injuries that are currently being suffered and
18 that will be suffered in the future in that, unless and until enjoined by order of this Court, the
19 Challenged Representations by Defendant will continue and cause great and irreparable injury to
20 Plaintiff, the Members of the Class and other California consumers.

21 119. Therefore, pursuant to Civil Code section 1780, subdivision (a)(2), Plaintiff seeks an
22 order in equity from this Court enjoining Defendant from engaging in the above-described wrongful
23 acts and practices, including, but not limited to, an order enjoining Defendant from continuing to
24 disseminate and/or including the Challenged Representations detailed herein in the marketing,
25 advertising, website pages, packaging, and labeling of the Products.

26 120. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members
27 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the
28 value of the Products they paid for and by which Defendant was unjustly enriched and/or damages.

X. PRAYER FOR RELIEF

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

FIRST AND SECOND CAUSES OF ACTION

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

THIRD CAUSE OF ACTION

1. An order enjoining Defendant from pursuing the practices complained of pursuant to Civil Code § 1780, subdivision (a)(2);
2. An order certifying that the action may be maintained as a Class Action pursuant to Civil Code § 1781;
3. For an award of restitution in an amount according to proof at trial pursuant to Civil Code § 1780, subdivision (a)(3);
4. For an award of damages;
5. For an award of punitive damages pursuant to Civil Code § 1780, subdivision (a)(4);
6. For an award of costs of this suit pursuant to Civil Code § 1780, subdivision (e);
7. For an award of attorney's fees pursuant to Civil Code §§ 1780, subdivision (e) and/or 1021.5.

FURTHER RELIEF

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

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JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all triable issues.

DATED: July 31, 2026

STEVENS, L.C.

By: //s//Paul D. Stevens

Paul D. Stevens
Attorneys for Plaintiff and the
Class