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8 *Attorneys for Defendant Supergoop LLC*

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

11
12 PLEASANT WAYNE, individually and
on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 Supergoop LLC, and DOES 1 through
10, inclusive,

16 Defendant.

No. 25-CV-11844

State Court Case No. 25STCV32861

**DEFENDANT SUPERGOOP LLC'S
NOTICE OF REMOVAL OF
ACTION PURSUANT TO
28 U.S.C. § 1332(d)**

**ACTION SEEKING STATEWIDE OR
NATIONWIDE RELIEF**

17
18
19 **PLEASE TAKE NOTICE** that Defendant Supergoop LLC (“Supergoop” or
20 “Defendant”) hereby removes this action from the Superior Court of California,
21

1 County of Los Angeles, to the United States District Court for the Central District
2 of California. Supergoop is entitled to remove this action to federal district court
3 pursuant to 28 U.S.C. §§ 1332, 1441, 1446 & 1453 based on the following:

4 **STATE COURT ACTION**

5 1. On November 10, 2025, Plaintiff Pleasant Wayne, individually and on
6 behalf of all others similarly situated, filed a putative class action complaint (the
7 “Complaint”) in the Superior Court of California, County of Los Angeles, captioned
8 *Pleasant Wayne v. Supergoop LLC*, Case No. 25STCV32861 (the “State Court
9 Action”).

10 2. Contemporaneously filed herewith are all documents received by
11 Supergoop in the State Court Action. *See* 28 U.S.C. § 1446(b)(2)(A). A true and
12 correct copy of the Complaint filed in the State Court Action is attached hereto as
13 **Exhibit 1.**

14 3. A true and correct copy of all other pleadings, processes, and orders
15 served upon or received by Supergoop in the State Court Action, or otherwise found
16 on the docket in that action as of the date of the filing of this Notice of Removal, are
17 attached hereto, *see* 28 U.S.C. § 1446(a):

- 18 a. The Summons is attached hereto as **Exhibit 2.**
19 b. The Notice of Case Assignment is attached hereto as **Exhibit 3.**
20 c. The Civil Case Cover Sheet is attached hereto as **Exhibit 4.**

1 d. The Alternative Dispute Resolution Packet is attached hereto as
2 **Exhibit 5.**

3 e. The Proof of Service of Summons is attached hereto as
4 **Exhibit 6.**

5 f. The Proof of Personal Service is attached hereto as **Exhibit 7.**

6 g. The Minute Order dated December 10, 2025, is attached hereto
7 as **Exhibit 8.**

8 h. The Initial Status Conference Order is attached hereto as
9 **Exhibit 9.**

10 i. The Clerk’s Certificate of Service by Electronic Service is
11 attached hereto as **Exhibit 10.**

12 j. The docket sheet for the State Court Action is attached hereto as
13 **Exhibit 11.**

14 4. The Complaint filed in the State Court Action purports to challenge
15 Supergoop’s labeling of at least fourteen (14) different sunscreen products
16 referenced in the Complaint (the “Products”), *see* Compl. ¶¶ 4-5, and asserts claims
17 for alleged false and misleading advertising and alleged unlawful, unfair, and
18 fraudulent business acts or practices and unfair, deceptive, untrue, or misleading
19 advertising under California Business and Professions Code §§ 17200 et seq. &
20 17500 et seq., *see id.* ¶¶ 40-89.

1 5. The purported class is defined in the Complaint as Plaintiff and “[a]ll
2 citizens of the state of California who purchased the Products during the time period
3 of four (4) years preceding the date of the filing of this class action through the
4 present.” *Id.* ¶ 31.

5 6. The State Court Action is removable to this Court because the Court
6 has original jurisdiction under the Class Action Fairness Act (“CAFA”), 28 U.S.C.
7 §§ 1332(d) & 1453, and this Court is the federal district court embracing the location
8 in which the State Court Action was filed (Los Angeles, California), *see* 28 U.S.C.
9 § 84; 28 U.S.C. § 1441(a).

10 **THE STATE COURT ACTION IS REMOVABLE UNDER THE**
11 **CLASS ACTION FAIRNESS ACT, 28 U.S.C. §§ 1332(d) & 1453**

12 7. CAFA defines the term “class action” to mean “any civil action filed
13 under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule
14 of judicial procedure authorizing an action to be brought by 1 or more representative
15 persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

16 8. CAFA expressly provides that putative class actions filed in state court
17 are removable to federal court on the basis of “minimal diversity” jurisdiction under
18 28 U.S.C. § 1332(d) and 28 U.S.C. § 1453, where (a) the putative class contains at
19 least one hundred class members; (b) any member of the putative class is a citizen
20 of a state different from any defendant; and (c) and the amount in controversy
21 exceeds the sum or value of five million dollars (\$5,000,000), exclusive of costs and

1 interest. *See Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1195 (9th Cir. 2015).

2 Each of these requirements is satisfied here.

3 **(a) Numerosity**

4 9. Under CAFA, the putative class must contain at least one hundred
5 putative class members. *See* 28 U.S.C. § 1332(d)(5). Here, Plaintiff seeks to
6 represent “[a]ll citizens of the state of California who purchased the Products
7 during the time period of four (4) years preceding the date of the filing of this class
8 action through present” and alleges that “the number is great enough such that
9 joinder is impracticable.” Compl. ¶¶ 31-32.

10 10. As stated in the accompanying Declaration of Robert Kelso, which is
11 attached to this Notice as **Exhibit 12**, during the period between 2022 and 2025,
12 Supergoop sold more than \$20 million of the Products to consumers in the state of
13 California through multiple retailers, including Amazon, Sephora, Ulta Beauty,
14 Nordstrom, Kohls, and others. *See* Decl. of Robert Kelso ¶ 6. The putative class
15 thus contains well over one hundred putative class members.

16 **(b) Minimal Diversity**

17 11. Under CAFA, diversity of citizenship exists between the parties so
18 long as “any member of a class of plaintiffs is a citizen of a State different from any
19 defendant.” *See* 28 U.S.C. § 1332(d)(2)(A).

20 12. Plaintiff alleges that she was a citizen of California at the time the
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1 Complaint was filed in the State Court Action and “at all times relevant [t]hereto.”
2 Compl. ¶ 25.

3 13. Supergoop is the only defendant named in the Complaint. As alleged
4 in the Complaint, Supergoop is a limited liability company organized and existing
5 under the laws of the state of Delaware, *see* Compl. ¶ 29, and having its principal
6 place of business in New York.

7 14. Because Plaintiff is a citizen of a state different from Supergoop (the
8 only named defendant), diversity of citizenship exists under CAFA.

9 ***(c) Amount in Controversy***

10 15. The general federal rule is that the complaint itself determines the
11 amount in controversy. *See Horton v. Liberty Mut. Ins. Co.*, 367 U.S. 348, 353
12 (1961). Where, as here, the “the plaintiff’s complaint does not state the amount in
13 controversy, the defendant’s notice of removal may do so.” *Dart Cherokee Basin*
14 *Operating Co., LLC v. Owens*, 574 U.S. 81, 84 (2014).

15 16. To establish the amount in controversy, a notice of removal “need not
16 contain evidentiary submissions.” *Id.* Rather, a defendant may rely “on a chain of
17 reasoning that includes assumptions” to establish that the amount in controversy
18 exceeds \$5,000,000, so long as “the chain of reasoning and its underlying
19 assumptions [are] reasonable.” *LaCross v. Knight Transp. Inc.*, 775 F.3d 1200, 1201
20 (9th Cir. 2015) (reversing the district court’s judgment of remand because
21

1 “defendants relied on a reasonable chain of logic and presented sufficient evidence
2 to establish that the amount in controversy exceeds \$5 million”). As a result, to
3 satisfy the CAFA’s amount-in-controversy requirement, a defendant need only
4 “plausibly show that it is reasonably possible that the potential liability exceeds
5 \$5 million.” *Greene v. Harley-Davidson, Inc.*, 965 F.3d 767, 772 (9th Cir. 2020).

6 17. Under CAFA, the claims of individual class members are aggregated to
7 determine if the matter in controversy exceeds the sum or value of \$5,000,000,
8 exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(6).

9 18. Moreover, CAFA’s legislative history makes clear that Section
10 1332(d)(6) is to be interpreted expansively. The Senate Committee stated:

11 [I]f a federal court is uncertain about whether ‘all matters in
12 controversy’ in a purported class action ‘do not in the aggregate
13 exceed the sum or value of \$5,000,000,’ the court should err in
14 favor of exercising jurisdiction over the case. By the same token,
15 the Committee intends that a matter be subject to federal court
16 jurisdiction under this provision if the value of the matter in
17 litigation exceeds \$5,000,000 either from the viewpoint of the
18 plaintiff or the viewpoint of the defendant, and regardless of the
19 type of relief sought (e.g., damages, injunctive relief, or declaratory
20 relief).

21 S. Rep. No. 109-14, at 42 (2005), *as reprinted in* 2005 U.S.C.C.A.N. 40.

19 19. In this case, Plaintiff alleges a putative class action by which she
20 seeks to represent “[a]ll citizens of the state of California who purchased the
21 Products during the time period of four (4) years preceding the date of the filing of
this class action through present.” Compl. ¶ 31.

1 20. Supergoop denies that Plaintiff or any member of the putative class is
2 entitled to any form of relief. However, taking the allegations in the Complaint—
3 which seeks, *inter alia*, monetary restitution, injunctive relief, punitive damages, and
4 attorneys’ fees—as true, it is reasonably possible that the amount in controversy in
5 this case exceeds the jurisdictional amount of \$5,000,000, exclusive of interest and
6 costs. *See* 28 U.S.C. § 1332(d)(2); *see also* *Fritsch v. Swift Transp. Co. of Ariz.,*
7 *LLC*, 899 F.3d 785, 793 (9th Cir. 2018) (noting that “the amount in controversy is
8 the ‘amount at stake in the underlying litigation’” (citation omitted)); *Woods v. CVS*
9 *Pharmacy, Inc.*, No. 14-cv-0259, 2014 U.S. Dist. LEXIS 13339, at *5 (C.D. Cal.
10 Jan. 30, 2014) (“The ultimate inquiry is what amount is put ‘in controversy’ by the
11 plaintiff’s complaint, not what a defendant will *actually* owe.” (citation omitted)).

12 21. It is reasonably possible that at least \$5,000,000, exclusive of interest
13 and costs, is at stake in this litigation as established through the following:

14 a. *Restitution*: Plaintiff seeks “restitution of the monetary amounts by
15 which Plaintiff and the Class Members did not receive the value of the Products they
16 paid for, and by which Defendant was unjustly enriched.” *See* Compl. ¶¶ 52, 89.
17 Supergoop denies that Plaintiff or any member of the putative class is entitled to any
18 award of damages or restitution. However, the Complaint seeks to recover an
19 unspecified portion, or potentially the entirety, of the price of the Products she and
20 the putative class members paid for, which the Complaint alleges are “sold
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1 individually for prices ranging from \$23 to \$50 per product.” *Id.* ¶ 12. As stated in
2 the accompanying Declaration of Robert Kelso, during the period between 2022 and
3 2025, Supergoop sold more than \$20 million of the Products to consumers in the
4 state of California through multiple retailers, including Amazon, Sephora, Ulta
5 Beauty, Nordstrom, Kohls, and others. Decl. of Robert Kelso ¶ 6. This case
6 concerns the claim that these products are “mineral sunscreens,” a prominent claim
7 as to the basic nature of the Products, and—although this claim is truthful and
8 Supergoop denies that it is in any way liable or that Plaintiff or any member of the
9 putative class is entitled to any relief—the Complaint plausibly appears to seek
10 restitution of up to the entire purchase price, which is already over \$20,000,000.
11 Even assuming that Plaintiff limits the recovery sought to 30% of sales in the state
12 of California during the putative class period, this would amount to relief in excess
13 of \$6,000,000. It is thus reasonably possible that aggregating such monetary
14 restitution across all putative class members during the putative class period exceeds
15 \$5,000,000, even before the imposition of punitive damages and other remedies
16 discussed below. Accordingly, the monetary restitution sought in the Complaint,
17 either standing alone or in combination with the other forms of relief sought in the
18 Complaint, satisfies CAFA’s amount-in-controversy threshold of \$5,000,000.

19 b. *Cost of Injunctive Relief*: Plaintiff seeks injunctive relief in the form of
20 “an order in equity . . . enjoining Defendant from engaging in the above-described
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1 wrongful acts and practices, including, but not limited to, an order enjoining
2 Defendant from continuing to disseminate and/or including the Challenged
3 Representations detailed herein in the marketing, advertising, website pages,
4 packaging and labeling of the Products.” Compl. ¶¶ 51, 88. Supergoop denies that
5 Plaintiff or any member of the putative class is entitled to any injunctive relief.
6 However, the “costs of complying with an injunction” are considered in calculating
7 the amount in controversy. *Fritsch*, 899 F.3d at 793; *see also Pagel v. Dairy*
8 *Farmers of Am., Inc.*, 986 F. Supp. 2d 1151, 1158 (C.D. Cal. 2013); 28 U.S.C. §
9 1446(c)(2)(A)(i). Requiring Supergoop to halt marketing and advertising of
10 numerous products would be a complicated, time-consuming, and expensive task.
11 Accordingly, injunctive relief sought in the Complaint, in combination with the other
12 forms of relief sought in the Complaint such as monetary restitution and punitive
13 damages, satisfies CAFA’s amount-in-controversy threshold of \$5,000,000.

14 *c. Punitive Damages:* The Complaint further seeks “punitive damages
15 pursuant to Civil Code section 3294.” Compl. at 22 (Further Relief). Supergoop
16 denies that Plaintiff or any member of the putative class is entitled to any award of
17 punitive damages. However, potential punitive damages contribute to the
18 satisfaction of CAFA’s amount-in-controversy requirement. *See Greene*, 965 F.3d
19 at 773. Assuming that Plaintiff seeks punitive damages at a ratio of 1:1 to the
20 monetary restitution sought in the Complaint, it is reasonably possible that the
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1 amount in controversy in this action not only satisfies, but far surpasses CAFA's
2 amount-in-controversy threshold of \$5,000,000. *See id.* (ruling that defendant
3 "relied on a reasonable chain of logic" to assume a ratio of 1:1 for
4 punitive:compensatory damages in a false advertising case).

5 d. *Attorneys' Fees*: The Complaint also seeks an award of attorneys' fees.
6 *See* Compl. at 21 (Prayer for Relief). Supergoop denies that Plaintiff's attorney is
7 entitled to any award of attorneys' fees. However, in the Ninth Circuit, the amount
8 in controversy for purposes of CAFA jurisdiction includes potential future attorneys'
9 fees. *See, e.g., Fritsch*, 899 F.3d at 794 ("[A] court must include future attorneys'
10 fees recoverable by statute or contract when assessing whether the amount-in-
11 controversy requirement is met . . ."). A removing defendant can establish the
12 likely attorneys' fees for purposes of determining the amount in controversy by
13 identifying cases in which the plaintiff's counsel has requested similar fees. *See*
14 *Greene*, 965 F.3d at 774 n.4. Plaintiff's attorney was awarded \$157,500 in attorneys'
15 fees in 2017 for a putative class action for alleged false and misleading advertising.
16 *See Sozzi v. Provide Commerce*, No. BC513925, 2017 Cal. Super. LEXIS 29059, at
17 *9 (Cal. Super. Ct. Aug. 14, 2017). If this case proceeds to trial, Plaintiff's attorney
18 would likely seek an award that is even higher in this case. This litigation, should it
19 proceed to trial, would likely involve motion to dismiss practice, document
20 discovery, fact depositions, expert discovery, expert depositions, summary judgment

1 motion practice, pre-trial motion practice, and trial. The potential award of
2 attorneys' fees further establishes that it is reasonably possible that CAFA's amount-
3 in-controversy threshold of \$5,000,000 is satisfied here.

4 22. Accordingly—although Supergoop concedes no liability on Plaintiff's
5 claims—assuming Plaintiff's allegations to be true for purposes of this Notice of
6 Removal, it is reasonably possible that Plaintiff's claims place in controversy a sum
7 that is greater than \$5,000,000. Therefore, all requirements for removal under
8 CAFA, 28 U.S.C. § 1332(d), are satisfied and this action is properly removed to this
9 Court.

10 **SUPERGOOP SATISFIES THE REQUIREMENTS OF 28 U.S.C. § 1446**

11 23. This Notice of Removal is signed pursuant to Rule 11 of the Federal
12 Rules of Civil Procedure. *See* 28 U.S.C. § 1446(a).

13 24. As Supergoop is the only named defendant in this matter, there are no
14 other defendants who are required to consent to the removal. *See* 28 U.S.C.
15 § 1446(b)(2)(A).

16 25. Removal is timely. This Notice of Removal has been filed within 30
17 days (as computed under Rule 6(a)(1) of the Federal Rules of Civil Procedure) of
18 November 14, 2025, the earliest possible date that Supergoop first received a copy
19 of the pleadings. *See* 28 U.S.C. § 1446(b)(3); *see also* Ex. 6 (Proof of Service of
20 Summons); Ex. 7 (Proof of Personal Service).

1 Dated: December 15, 2025

FOLEY HOAG LLP

2 /s/ Monica Frasca
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1 **CERTIFICATE OF SERVICE**

2 The undersigned certifies that on December 15, 2025, the foregoing
3 DEFENDANT SUPERGOOP LLC'S NOTICE OF REMOVAL OF ACTION
4 PURSUANT TO 28 U.S.C. § 1332(d) and accompanying exhibits were served via
5 electronic mail upon the following counsel for Plaintiff, who have consented in
6 writing to service by electronic mail:

7 Paul D. Stevens (Cal. Bar. No. 207107)
8 STEVENS, LC
9 1855 Industrial Street
Suite 518
Los Angeles, California 90021
pstevens@stevenslc.com

10 I declare under penalty of perjury under the laws of the United States that
the foregoing is true and correct.

11 Dated: December 15, 2025

/s/ Monica Frasca
Monica Frasca

EXHIBIT 1

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Electronically FILED by
Superior Court of California,
County of Los Angeles
11/10/2025 11:56 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff and the Proposed Class

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

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

Plaintiffs,

v.

Supergoop, LLC and DOES 1 through 10,
inclusive,

Defendant.

Case No. **25STCV32861**

CLASS ACTION COMPLAINT

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

DEMAND FOR JURY TRIAL

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

4 **I. NATURE OF THE ACTION**

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

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

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

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

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

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

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

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

II. STATEMENT OF FACTS

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

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

¹ <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>
² <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>

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

7 **B. The Challenged Marketing And Advertising.**

8 4. During the Class Period defined herein, dating from four (4) years prior to the date of
9 the filing of the complaint, Defendant through an extensive, widespread, comprehensive, and
10 uniform nationwide marketing campaign, including creating marketing materials pertaining to the
11 Products for itself and third-party sellers and marketing platforms, promoted the Products as being
12 “100% Mineral” and or “Mineral” by way of marketing and advertising language on the Products
13 labels, packaging and website pages that includes, but is not limited to, the following statements
14 and terminology identified in bold:

- 15 i. Supergoop![®] (Re)setting 100% Mineral Powder SPF 35
 - 16 1. Label: Supergoop![®] (Re)setting **100% Mineral** Powder SPF 35;
 - 17 2. Website descriptor: (Re)setting **Mineral** Powder SPF 35 (Colors –
 - 18 Translucent, Light, Medium, Deep)
 - 19 3. Packaging: **100% Mineral** Powder
 - 20 4. Website: “(Re)setting **Mineral** Powder SPF 35”; “A **mineral** setting
 - 21 powder that mattifies shine”
- 22 ii. Supergoop![®] PLAY 100% Mineral Lotion SPF 50
 - 23 1. Label: Supergoop![®] PLAY **100% Mineral** Lotion SPF 50
 - 24 2. Website descriptor: PLAY **Mineral** Lotion SPF 50
 - 25 3. Website: “Play **Mineral** Lotion SPF 50”; “A lightweight, **mineral**
 - 26 sunscreen body lotion”; “Blendable **mineral** formula”; “Play
 - 27 **Mineral** Lotion”

28 ³ <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>
⁴ <https://www.persistencemarketresearch.com/market-research/mineral-sunscreen-market.asp>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 **E. Plaintiff’s And Consumers’ Resulting Harm From Defendant’s Challenged**
16 **Representations.**

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

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

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

26 14. In reliance on the Challenged Representations set forth herein, Plaintiff and
27 consumers purchased products they would not have purchased but for Defendant’s Challenged
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1 Representations. Had Plaintiff and other consumers known the true nature of the Products, they
2 would not have purchased and spent money on the Products.

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

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

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

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

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

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

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

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

23 **III. THE PARTIES**

24 **A. Defendant**

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

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

13 **B. Plaintiff**

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

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

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

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1 **IV. JURISDICTION AND VENUE**

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

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

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

12 **V. CLASS ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

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

4 **(False and Misleading Advertising)**

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

7 41. This cause of action is brought pursuant to Business and Professions Code section
8 17500, et seq., on behalf of Plaintiff and the Class.

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

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

14 44. Defendant publicly disseminated and advertised the Challenged Representations set
15 forth herein which Defendant knew, or should have known in the exercise of reasonable care, was
16 untrue or misleading via advertising mediums that include but are not limited to, the Product
17 labeling and website at <https://supergoop.com/?view=s1-E8E3201B>, as set forth herein.

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

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

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

1 48. The Products as purchased by Plaintiff and the Class Members were and are
2 unsatisfactory and worth less than the amount paid for them.

3 49. All of Defendant’s conduct alleged herein occurs and continues to occur in
4 Defendant’s business.

5 50. Wherefore, unless and until enjoined by order of this Court, the Challenged
6 Representations will continue and cause great and irreparable injury to Plaintiff, Class Members
7 and other California consumers.

8 51. Therefore, pursuant to Business and Professions Code section 17535, Plaintiff seeks
9 an order in equity from this Court enjoining Defendant from engaging in the above-described
10 wrongful acts and practices, including, but not limited to, an order enjoining Defendant from
11 continuing to disseminate and/or including the Challenged Representations detailed herein in the
12 marketing, advertising, website pages, packaging and labeling of the Products.

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

16 **SECOND CAUSE OF ACTION**

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

20 53. Plaintiff repeats and realleges the allegations set forth above and incorporates the
21 same as if set forth herein at length.

22 54. Plaintiff brings this cause of action pursuant to Business and Professions Code section
23 17200, et seq., on her own behalf and on behalf of all other persons similarly situated.

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

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A. “Unfair” Prong

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

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

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

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

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

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

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

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

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

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

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

B. “Fraudulent” Prong

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

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

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

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

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

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

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

1 **C. “Unlawful” Prong**

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

6 75. Defendant’s advertising and labeling of the Products with the Challenged
7 Representations is further “unlawful” because it violates California Health and Safety Code sections
8 110390-110400 and sections 111440-111450 (“the Sherman Law”).

9 76. In 1938, Congress enacted the Federal Food, Drug, and Cosmetic Act (“FD&C Act”),
10 21 U.S.C. § 301, et seq. after Congress “became increasingly concerned about unsafe drugs and
11 fraudulent marketing.” (Wyeth v. Levine (2009) 555 U.S. 555, 566.) Through the FD&C Act, 21
12 U.S.C. section 301, et seq., the FDA has several safety and effectiveness regulations in place that
13 govern the manufacture and marketing of cosmetic products.

14 77. The California Health & Safety Code’s Sherman Food, Drug and Cosmetic Law
15 (“Sherman Law”) expressly incorporates federal labeling requirements for drugs – including over-
16 the-counter (“OTC”) drugs – into California law. Specifically, Health and Safety Code section
17 110111 provides that all nonprescription drug regulations adopted pursuant to the federal act are the
18 nonprescription drug regulations of this state. In addition, section 110340 requires that all drug
19 labels comply with the Fair Packaging and Labeling Act, title 15 of the United States Code, section
20 1451, et seq.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **PRAYER FOR RELIEF**

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

21 **FIRST AND SECOND CAUSES OF ACTION**

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

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FURTHER RELIEF

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

JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all triable issues.

DATED: November 7, 2025

STEVENS, L.C.

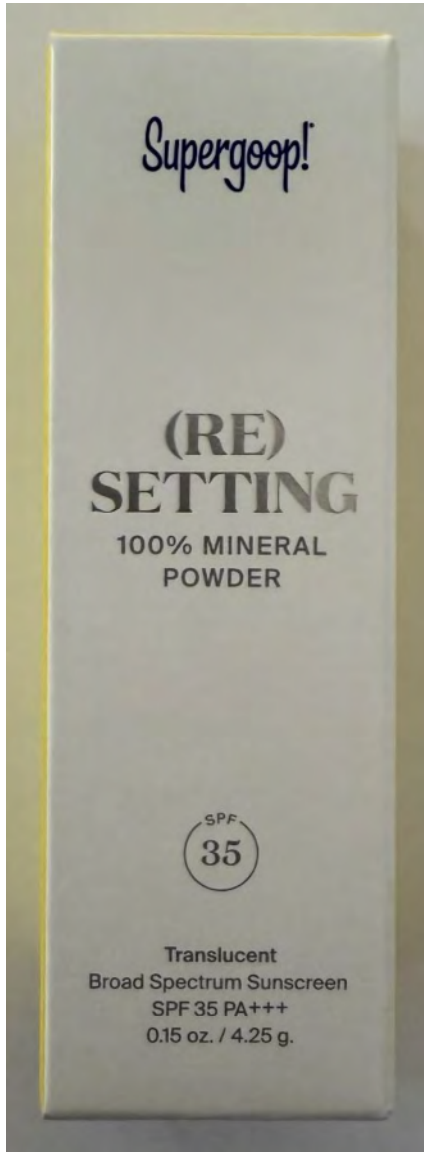
By: //s//Paul D. Stevens
Paul D. Stevens
Attorneys for Plaintiff and the
Class

EXHIBIT 1

Exhibit 1

1. **Label: Supergoop!® (Re)setting 100% Mineral Powder SPF 35; website descriptor: (Re)setting Mineral Powder SPF 35 (Colors – Translucent, Light, Medium, Deep)**

Front of Packaging



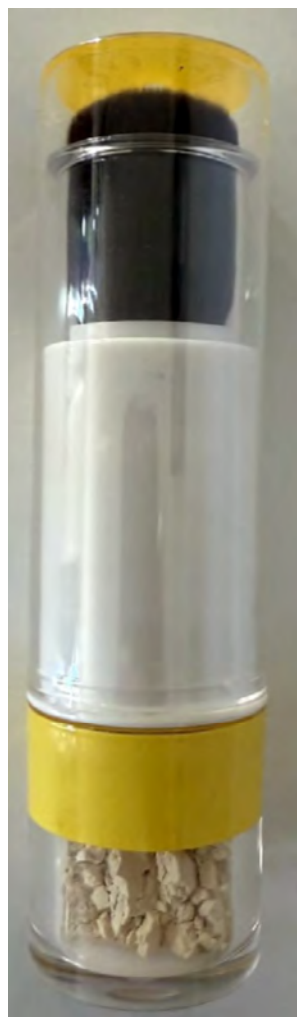
- **100% Mineral Powder**

Product Labels:

Front Label



Back Label



- **100% Mineral Powder**

Website:



- 100% **Mineral** Powder

a.

(Re)setting Mineral Powder SPF 35

★★★★☆ 675 Reviews

\$35

A mineral setting powder that mattifies shine, sets makeup & applies sunscreen with an easy-to-use, soft-bristled brush.

- (Re)setting **Mineral** Powder SPF 35
- A **mineral** setting powder that mattifies shine
<https://supergoop.com/products/mineral-setting-powder?variant=32056031084642>

2. Label: Supergoop!® PLAY 100% Mineral Lotion SPF 50; website descriptor: PLAY Mineral Lotion SPF 50

Website:

a.



- **100% Mineral Lotion**

b.

PLAY Mineral Lotion SPF 50

★★★★☆ 59 Reviews

\$38

A lightweight, mineral sunscreen body lotion that's blendable, gentle on skin & water & sweat-resistant for 80 minutes.

- Play **Mineral** Lotion SPF 50
- A lightweight, **mineral** sunscreen body lotion
<https://supergoop.com/products/play-100-mineral-lotion-spf-50-with-green-algae?variant=39622604652642>

c.


WHAT MAKES IT SUPER HOW TO APPLY INGREDIENTS

WHAT MAKES IT SUPER

• WATER- & SWEAT-RESISTANT (80 MINUTES) • BLENDABLE MINERAL FORMULA
• PERFECT FOR THE WHOLE FAMILY

How it feels
A lightweight lotion that feels gentle and nourishing with a natural finish. Recommended for normal, combination, dry, oily or sensitive skin.

Why we made it
Our original PLAY Everyday Lotion was created to correct everything you ever disliked about sunscreen, and PLAY Mineral Lotion is its mineral SPF twin! Expertly formulated and recommended for all skin types, even sensitive skin, PLAY Mineral Lotion gently nourishes while it protects against UVA/UVB and infrared radiation. Great for the whole family, this daily sun essential is made for all kinds of play.



- Blendable **Mineral** Formula
- Play **Mineral** Lotion
<https://supergoop.com/products/play-100-mineral-lotion-spf-50-with-green-algae?variant=39622604652642>

3. **Label: Supergoop!® PLAY 100% Mineral Lotion SPF 30; website descriptor: PLAY Mineral Lotion SPF 30**

Product Labels and Packaging:

a.

Front Label



- **100% Mineral Lotion**

b.

PLAY Mineral Lotion SPF 30

★★★★☆ 32 Reviews

\$16

A lightweight, mineral sunscreen body lotion that's blendable, gentle on skin & water- & sweat-resistant for 80 minutes.

- PLAY **Mineral** Lotion SPF 30
- A lightweight, **mineral** sunscreen body lotion
https://supergoop.com/products/play-100-mineral-lotion-spf-30-with-green-algae?srsltid=AfmBOop_d48gmNT7W8gip4-t4na93GZqkjJTIDGuBKgFzF4_IjxkYf1S&variant=39622636568674

c.

WHAT MAKES IT SUPER

• WATER- & SWEAT-RESISTANT (80 MINUTES) • BLENDABLE MINERAL FORMULA
• PERFECT FOR THE WHOLE FAMILY

How it feels

A lightweight lotion that feels gentle and nourishing with a natural finish. Recommended for normal, combination, dry, oily or sensitive skin.

Why we made it

Our original PLAY Everyday Lotion was created to correct everything you ever disliked about sunscreen, and PLAY Mineral Lotion is its mineral SPF twin! Expertly formulated and recommended for all skin types, even sensitive skin, PLAY Mineral Lotion gently nourishes while it protects against UVA/UVB and infrared radiation. Great for the whole family, this daily sun essential is made for all kinds of play.



- Bendable **mineral** formula
- PLAY **Mineral** Lotion
https://supergoop.com/products/play-100-mineral-lotion-spf-30-with-green-algae?srsltid=AfmBOop_d48gmNT7W8gip4-t4na93GZqkjJTIDGuBKgFzF4_IjxkYf1S&variant=39622636568674

**4. Label: Supergoop!® PLAY SPF 50 100% Mineral Stick with Olive Fruit Extract;
website descriptor: PLAY Mineral Sunscreen Stick SPF 50**

Website:

a.



- **100% Mineral Stick With Olive Fruit Extract**

b.

PLAY Mineral Sunscreen Stick SPF 50

★★★★☆ 137 Reviews

\$24

A blendable mineral sunscreen stick that nourishes & protects skin on the go with a water- & sweat-resistant formula.

- PLAY **Mineral** Sunscreen Stick SPF 50.
- A bendable **mineral** sunscreen stick
- https://supergoop.com/products/100-mineral-sunscreen-stick?srsId=AfmBOorkoMmcgge5IZU3M_paoheO1kM9bccihCv4xQnM1ofokIPOWGLE&variant=731856470032

c.

WHAT MAKES IT SUPER | **HOW TO APPLY** | INGREDIENTS

HOW TO APPLY

Use PLAY Mineral Stick throughout the day for essential sun protection.

- 01 Remove the cap and twist the bottom of the pack to expose the sunscreen stick.
- 02 Swipe PLAY Mineral Stick generously and evenly across all exposed skin.
- 03 Reapply as needed throughout the day.

EXPERT TIP:
Layer PLAY Mineral Stick with other SPF products for optimal protection! We love pairing with PLAY 100% Mineral Lotion and Sheerscreen for head-to-toe protection.

Uses	+
Warnings	+
Directions	+
Other Information	+

- Swipe PLAY **Mineral** Stick generously and evenly across all exposed skin.
- Layer PLAY **Mineral** Stick
- We love pairing with PLAY **100% Mineral** Lotion
https://supergoop.com/products/100-mineral-sunscreen-stick?srsId=AfmBOorkoMmcgge5IZU3M_paoheO1kM9bccihCv4xQnM1ofokIPOWGLE&variant=731856470032

5. **Label: Supergoop!® Bright-Eyed 100% Mineral Eye Cream SPF 40; website descriptor: Bright-Eyed Mineral Eye Cream SPF 30**

Website:

a.



- **100% Mineral Eye Cream**

b.

Bright-Eyed Mineral Eye Cream SPF 40

★★★★☆ 828 Reviews

\$40

A daytime eye cream with caffeine & probiotics that instantly awakens & brightens tired eyes plus protects the delicate eye area with expert sun protection.

- Bright-Eyed **Mineral** Eye Cream SPF 40
<https://supergoop.com/products/bright-eyed-100-mineral-eye-cream-spf-40?variant=31191267967074>

c.

WHAT MAKES IT SUPER
HOW TO APPLY
INGREDIENTS

WHAT MAKES IT SUPER


- HELPS VISIBLY REDUCE PUFFINESS
- HELPS FILTER BLUE LIGHT
- PROTECTS WITH MINERAL SPF

How it feels

A smooth eye cream with a natural finish. Recommended for normal, combination, dry, oily or sensitive skin.

Why we made it

While working with dermatologists, we learned that 5-10% of skin cancer is found around the eyes*. This daytime eye cream was specially formulated to provide essential sun protection for the thin, delicate skin around your eyes, which is more prone to UV damage, aging and hyperpigmentation that can lead to dark circles. Featuring a blendable pink tint, Bright-Eyed helps visibly reduce puffiness while a blend of caffeine, probiotics and pomegranate help brighten and approve the appearance of undereye skin. *Source: [NIH](#)



- **Protects With Mineral SPF**
<https://supergoop.com/products/bright-eyed-100-mineral-eye-cream-spf-40?variant=31191267967074>

d.

WHAT MAKES IT SUPER
HOW TO APPLY
INGREDIENTS

HOW TO APPLY

Use Bright-Eyed 100% Mineral Eye Cream in your daily skincare routine.

- 01 Cleanse skin and apply your favorite moisturizer
- 02 Apply Bright-Eyed generously and evenly around the eye area, gently blending in with your ring finger
- 03 Allow 30 seconds for product to set before completing your routine

EXPERT TIP

The skin around your eyes is very thin and prone to UV damage, so it's important to keep it protected with daily SPF!

Uses	+
Warnings	+
Directions	+
Other Information	+

- **Use Bright-Eyed 100% Mineral Eye Cream in your daily skincare routine**
<https://supergoop.com/products/bright-eyed-100-mineral-eye-cream-spf-40?variant=31191267967074>

Product Labels and Packaging:

a.

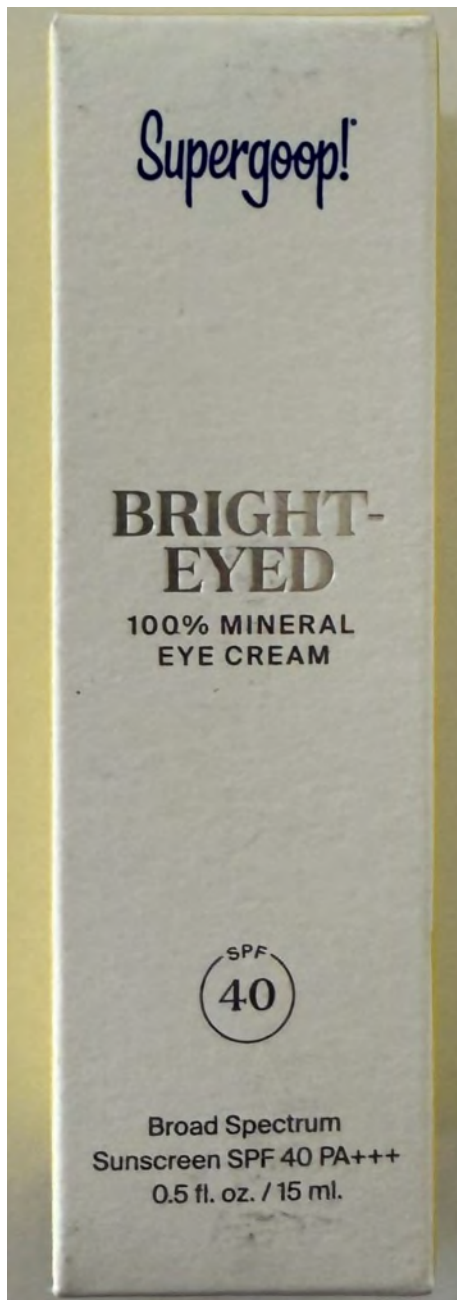
Front Label



- **100% Mineral Eye Cream**

d.

Front of Packaging



- **100% Mineral Eye Cream**

6. **Label: Supergoop!® (Glow)setting 100% Mineral Powder SPF 35; website descriptor: (Glow)setting Mineral Powder SPF 35**

Website:

a.



- **100% Mineral Powder**

b.

(Glow)setting Mineral Powder SPF 35

★★★★☆ 63 Reviews

\$35

A sheer, shimmery powder that sets makeup with a luminous, sparkling finish for on-the-go mineral sun protection.

- (Glow)setting **Mineral** Powder SPF 35
- on-the-go **mineral** sun protection
<https://supergoop.com/products/glowsetting-powder-100-mineral-spf-35?variant=4025392355747>

Product Label and Packaging:

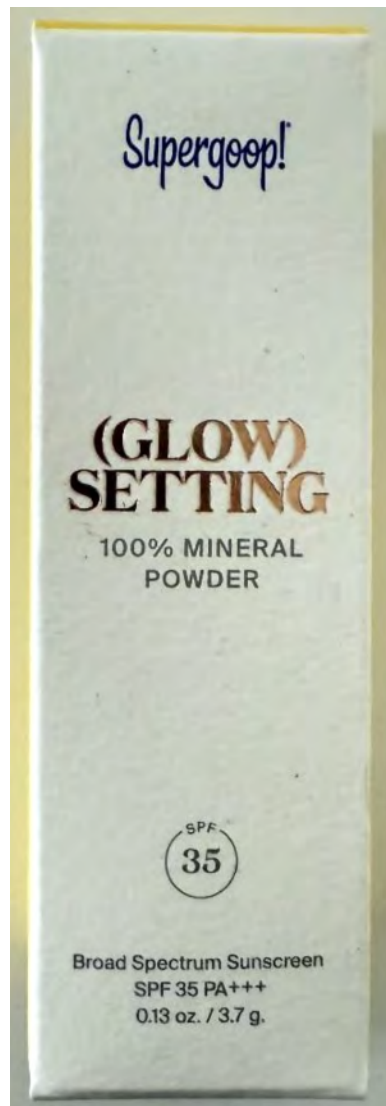
a.



- 100% Mineral Powder

b.

Front of Packaging



- **100% Mineral Powder**

**7. Label: Supergoop!® POOF 100% Mineral Part Powder SPF 35; website descriptor:
Poof Mineral Part Powder SPF 35**

Website:

a.



- **100% Mineral Part Powder**

b.

Poof Mineral Part Powder SPF 35

★★★★☆ 133 Reviews

\$34

A mineral SPF powder that protects your scalp from the sun's UV rays.

- Poof **Mineral** Part Powder SPF 35
- A **mineral** SPF powder that protects your scalp from the sun's UV rays
<https://supergoop.com/products/poof-part-powder?variant=32070636863586>

**8. Label: Supergoop!® Zinc Screen 100% Mineral Lotion SPF 40; website descriptor:
Zincscreen Mineral Lotion SPF 40**

Website:

a.



- **100% Mineral Lotion**

b.

Zincscreen Mineral Lotion SPF 40

★★★★☆ 281 Reviews

\$48

A lightweight, blendable mineral daily face lotion that moisturizes & nourishes with a natural finish.

- Zincscreen **Mineral** Lotion SPF 40
- A lightweight, blendable **mineral** daily face lotion
<https://supergoop.com/products/zincscreen-100-mineral-lotion?variant=20460432326754>

C.

WHAT MAKES IT SUPER	HOW TO APPLY	INGREDIENTS
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WHAT MAKES IT SUPER


• HELPS FILTER BLUE LIGHT • NON-COMEDOGENIC • SHEER, BLENDABLE PINK TINT

How it feels

A lightweight lotion that feels moisturizing and nourishing with a natural finish. Recommended for normal, combination, dry, oily or sensitive skin.

Why we made it

This mineral sunscreen lotion provides daily protection from UVA and UVB rays while nourishing skin. With a pink-hued formula that blends sheer, Zincscreen provides daily SPF protection and is formulated to be non-comedogenic and recommended for all skin types.



- This **mineral** sunscreen lotion provides daily protection <https://supergoop.com/products/zincscreen-100-mineral-lotion?variant=20460432326754>

Product Labels and Packaging:

a.

Front Label



- **100% Mineral Lotion**

b.

Front Packaging



- **100% Mineral Lotion**

9. Label: Supergoop!® Sunnyscreen SPF 50 Lotion for Babies + Kiddos 100% Non-Nano Mineral; website descriptor: Sunnyscreen Mineral Lotion SPF 50

Website:

a.



- **100% Non-Nano Mineral**

b.

Sunnyscreen Mineral Lotion SPF 50

★★★★☆ 48 Reviews

\$24 ~~\$30~~

A non-sticky sunscreen lotion with a gentle blend of sunflower seed oil & shea butter to help nourish babies' & toddlers' delicate skin.

- Sunnyscreen **Mineral** Lotion SPF 50
<https://supergoop.com/products/sunnyscreen-100-mineral-lotion?variant=20292031316066>

c.

WHAT MAKES IT SUPER HOW TO APPLY INGREDIENTS

WHAT MAKES IT SUPER


- PEDIATRICIAN-TESTED • FORMULATED FOR BABIES & TODDLERS
- FITS IN YOUR DIAPER BAG

How it feels

A creamy lotion that feels rich, gentle and nourishing with a natural finish specially formulated for delicate skin. Recommended for little ones aged 6 months to 3 years.

Why we made it

This sunscreen lotion is part of our Sunnyscreen™ collection, which features three mineral sunscreen formulas for babies and toddlers. All three sunscreens are gentle, effective and check all your boxes – they are pediatrician-tested, synthetic fragrance-free and silicone-free. This portable Sunnyscreen Lotion for face and body is also water-resistant for up to 80 minutes, and its TSA-friendly stand-up bottle fits just as nicely in your diaper bag as it does in your medicine cabinet.



- This sunscreen lotion is part of our Sunnyscreen™ collection, which features three **mineral sunscreen formulas**
<https://supergoop.com/products/sunnyscreen-100-mineral-lotion?variant=20292031316066>

10. Label: Supergoop!® Sunnyscreen SPF 50 Spray for Babies + Kiddos 100% Non-Nano Mineral; website descriptor: Sunnyscreen Mineral Spray SPF 50

Website:

a.



- **100% Non-Nano Mineral**

b.

Sunnyscreen Mineral Spray SPF 50

★★★★☆ 79 Reviews

\$30

A lightweight, gentle toddler & baby sunscreen spray that's soothing, nourishing & easy to apply.

- Sunnyscreen **Mineral** Spray SPF 50
<https://supergoop.com/products/sunnyscreen-100-mineral-spray?variant=20293149917282>

c.


WHAT MAKES IT SUPER	HOW TO APPLY	INGREDIENTS
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WHAT MAKES IT SUPER

- PEDIATRICIAN-TESTED
- FORMULATED FOR BABIES & TODDLERS
- FITS IN YOUR DIAPER BAG

How it feels
A lightweight spray that feels lotiony, gentle and nourishing with a natural finish specially formulated for delicate skin. Recommended for little ones aged 6 months to 3 years.

Why we made it
This sunscreen spray is part of our Sunnyscreen™ collection, which features three mineral sunscreen formulas for babies and toddlers. All three sunscreens are gentle, effective and check all your boxes – they are pediatrician-tested, synthetic fragrance-free and silicone-free. This spot-on Sunnyscreen Spray for face and body is also travel-friendly and water-resistant for up to 80 minutes.



- This sunscreen lotion is part of our Sunnyscreen™ collection, which features three **mineral sunscreen formulas**
<https://supergoop.com/products/sunnyscreen-100-mineral-spray?variant=20293149917282>

Label:



- **100% Non-Nano Mineral**

11. Label: Supergoop!® Mineral Mattescreen SPF 40 100% Mineral; website descriptor: Mineral Mattescreen SPF 40

Website:

a.



- **Mineral Matte Screen**
- **100% Mineral**

b.

Mineral Mattescreen SPF 40

★★★★☆ 1491 Reviews

\$40

A mineral, mattifying tinted sunscreen that visibly blurs pores, smooths the appearance of skin, primes for makeup & provides skincare benefits.

- **Mineral** Mattescreen SPF 40
- A **mineral**, mattifying tinted sunscreen
- <https://supergoop.com/products/smooth-and-poreless-mattescreen?variant=39625226879074>

c.



- **Mineral** SPF 40
<https://supergoop.com/products/smooth-and-poreless-mattescreen?variant=39625226879074>

Product Labels and Packaging

a.

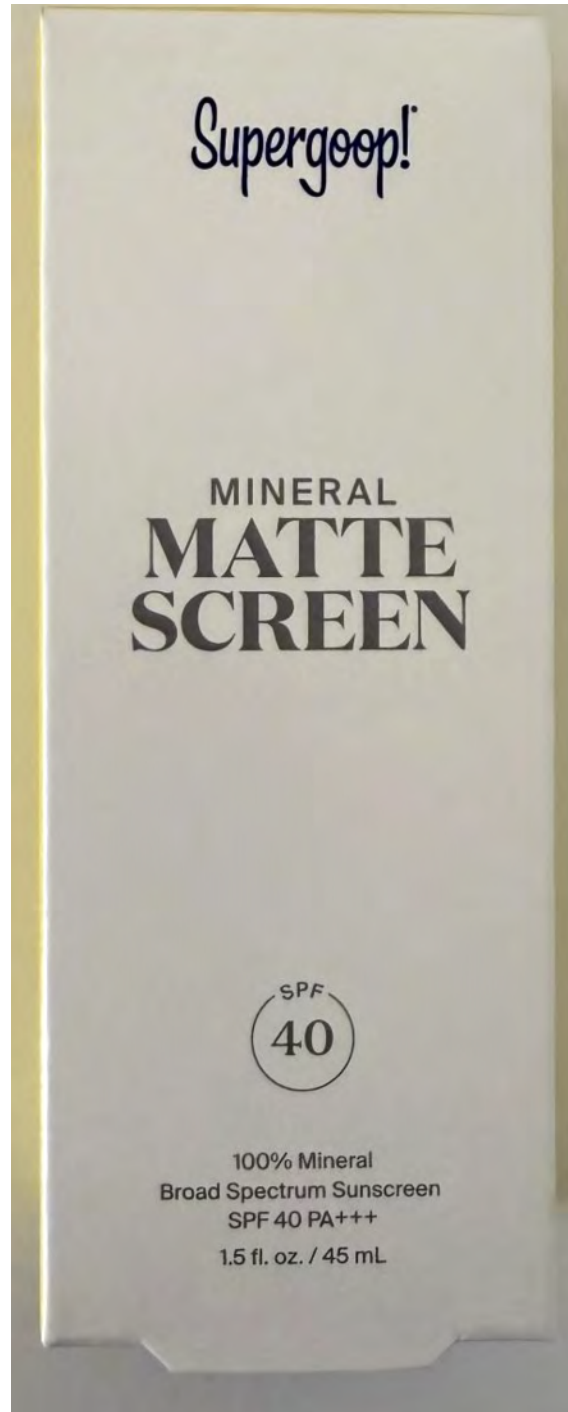
Front Label



- **Mineral Matte Screen**
- **100% Mineral**
-

b.

Front of Packaging



- **Mineral Matte Screen**
- **100% Mineral**

12. Label: Supergoop!® Mineral Sheerscreen SPF 30 100% Mineral; website descriptor: Mineral Sheerscreen SPF 30

Website

a.



- **Mineral Sheer Screen**
- **100% Mineral**

b.

Mineral Sheerscreen SPF 30

★★★★☆ 324 Reviews

\$40

A mineral, sheer face lotion that provides sun protection, primes for makeup & delivers skincare benefits.

- **Mineral** Sheerscreen SPF 30
- A **mineral**, sheer face lotion that provides sun protection
<https://supergoop.com/products/mineral-sheerscreen-spf-30?variant=32123495284834>

Product Packaging and Label

a.

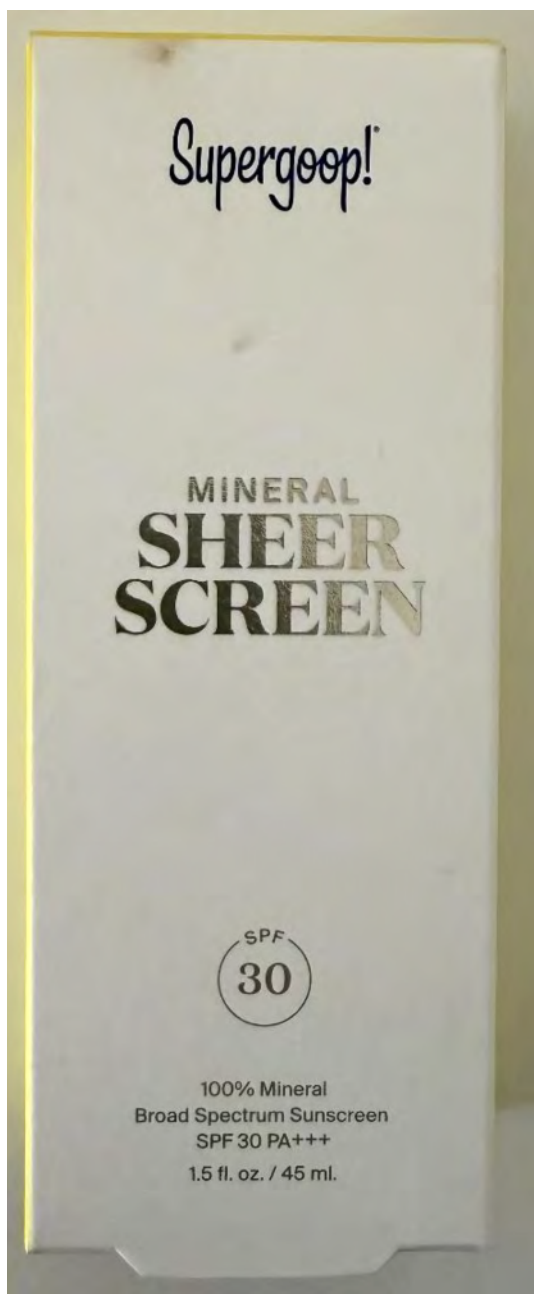
Front Label



- **Mineral Sheer Screen**
- **100% Mineral**

b.

Front of Packaging



- **Mineral Sheerscreen**
- **100% Mineral**

13. Label: Supergoop!® Mineral Glowscreen Soft-radiance Drops SPF 40; website descriptor: Mineral Glowscreen Soft-Radiance Drops SPF 40 (Shades – Sunrise and Golden Hour)

Website:

a.



- **Mineral** Glow Screen Soft-Radiance Drops

b.

Mineral Glowscreen Soft-Radiance Drops SPF 40

★★★★☆ 364 Reviews

\$40

Just dropped! Soft glow drops that enhance natural radiance for visibly brighter, smoother, even skin¹, with tinted mineral sunscreen for all skin types (including sensitive!) and a blendable tint to minimize white cast.

- **Mineral** Glowscreen Soft-Radiance Drops SPF 40
- tinted **mineral** sunscreen
<https://supergoop.com/products/glowscreen-glow-drops?variant=41683260997730>

c.

WHAT MAKES IT SUPER	HOW TO APPLY	INGREDIENTS	BEFORE AND AFTER
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WHAT MAKES IT SUPER


• MINERAL SPF THAT'S ALL GLOW • DOUBLES AS A MAKEUP BASE • NON-COMEDOGENIC

How it feels

Soft glow mineral drops that feel lightweight and hydrating with a soft, radiant finish that minimizes white cast. Recommended for normal, combination, dry, oily or sensitive skin.

Why we made it

These soft glow mineral SPF drops leave your skin the healthiest it's ever looked – instantly¹. Created for all skin types, including sensitive skin, Glowscreen Drops include a complex of blue pea flower and strawberry oil to help brighten, hydrate and soften skin plus broad spectrum mineral SPF 40 protection to help prevent the visible signs of aging.



- **Mineral** SPF That's All Glow
- Soft Glow **Mineral** Drops
- soft glow **mineral** SPF drops
- **mineral** SPF 40 protection
<https://supergoop.com/products/glowscreen-glow-drops?variant=41683260997730>

Product Label and Packaging:

a.

Front Label



- **Mineral**

b.

Front of Packaging



- **Mineral**

14. Label: Supergoop!® Mineral Sheer Stick SPF 30; website descriptor: Mineral Sheer Stick SPF 30

Website:

a.



- **Mineral Sheer Stick**

b.

Mineral Sheer Stick SPF 30

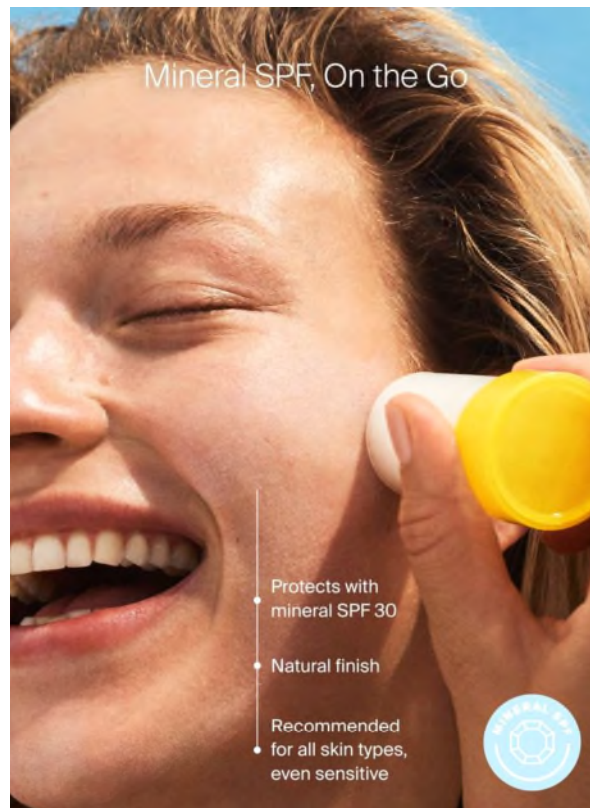
★★★★☆ 37 Reviews

\$32

A sheer sunscreen stick that provides on-the-go mineral sun protection & glides over skin with a naturally blurred-looking, soft-focus finish.

- **Mineral Sheer Stick SPF 30**
- provides on-the-go **mineral** sun protection
<https://supergoop.com/products/mineral-sheer-sunscreen-stick?variant=40758236282978>

c.



- **Mineral SPF, On the Go**
- Protects with **mineral** SPF 30
- **Mineral SPF**
<https://supergoop.com/products/mineral-sheer-sunscreen-stick?variant=40758236282978>

d.

WHAT MAKES IT SUPER	HOW TO APPLY	INGREDIENTS	BEFORE & AFTER
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WHAT MAKES IT SUPER


• MESS-FREE STICK • HELPS FILTER BLUE LIGHT • MINERAL SPF 30

How it feels

A soft, smooth and lightweight stick with a naturally blurred-looking, soft-focus finish. Recommended for normal, combination, dry, oily or sensitive skin types.

Why we made it

This mineral sheer sunscreen stick was created to make reapplying SPF easy for every adventure. Travel-friendly and effortless to apply, Mineral Sheer Stick's gentle formula glides over skin and is powered by zinc oxide, plus it's recommended for all skin types – even sensitive skin.



- **Mineral SPF 30**
- **Mineral** sheer sunscreen stick
<https://supergoop.com/products/mineral-sheer-sunscreen-stick?variant=40758236282978>

Product Labels and Packaging:

a.

Front Label



- **Mineral Sheer Stick**

15. Label: Supergoop!® Mineral Unseen Sunscreen SPF 40 Mineral Broad Spectrum Sunscreen; website descriptor: Mineral Unseen Sunscreen SPF 40

Website:

a.



- **Mineral Unseen Sunscreen**
- **Mineral Broad Spectrum Sunscreen**

b.

Mineral Unseen Sunscreen SPF 40

★★★★☆ 202 Reviews

\$40

A sheer, weightless, scentless mineral sunscreen that's recommended for sensitive skin, with expert SPF protection & a cloud-like formula to seamlessly blend in with a natural finish.

- **Mineral** Unseen Sunscreen SPF 40
- scentless **mineral** sunscreen
<https://supergoop.com/products/mineral-unseen?variant=40811652350050>

c.



- **Mineral** cloud-like lotion
<https://supergoop.com/products/mineral-unseen?variant=40811652350050>

d.

WHAT MAKES IT SUPER	HOW TO APPLY	INGREDIENTS	BEFORE & AFTER
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WHAT MAKES IT SUPER


- WATER- & SWEAT-RESISTANT (40 MIN)
- NON-COMEDOGENIC
- DOUBLES AS A MAKEUP-GRIPPING PRIMER

How it feels

A weightless, cloud-like lotion with a sheer, natural finish that glides smoothly onto skin with a dream-like feel. Recommended for normal, combination, dry, oily and sensitive skin.

Why we made it

It's the iconic original Unseen Sunscreen, now in a sheer mineral formula! Expertly formulated to deliver powerful sun protection in a weightless, scentless, cloud-like formula, Mineral Unseen Sunscreen applies easily, glides smoothly onto skin and softly blends in sheer for a dream-like feel. It's recommended for all skin types, including sensitive skin, and it doubles as a makeup-gripping primer with a natural finish and water- and sweat-resistance for 40 minutes.



- now in a sheer **mineral** formula!
<https://supergoop.com/products/mineral-unseen?variant=40811652350050>

e.

What's the difference between the original Unseen Sunscreen and Mineral Unseen Sunscreen?

Both deliver broad spectrum sun protection in a weightless, scentless formula that doubles as a primer under makeup, but the original Unseen Sunscreen has a 100% invisible traditional SPF formula with a gel-like texture while Mineral Unseen Sunscreen has a sheer, seamlessly blendable mineral SPF formula with a cloud-like souffle texture. Both were created to be your essential daily SPF, so you can choose whichever formula is right for you!

- seamlessly blendable **mineral** SPF formula
<https://supergoop.com/products/mineral-unseen?variant=40811652350050>

Product Labels and Packaging:

a.

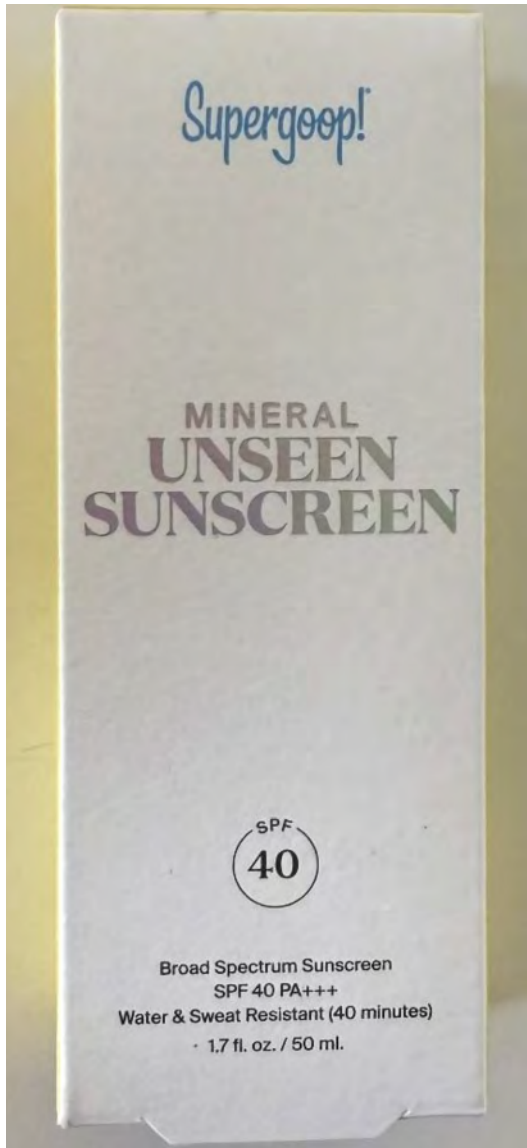
Front Label



- **Mineral** Unseen Sunscreen
- **Mineral** Broad Spectrum Sunscreen

b.

Front of Packaging



- **Mineral** Unseen Sunscreen

16. Label: Supergoop!® Daily Dose Bioretinol + Mineral SPF (SPF 40); website descriptor: Daily Dose Bioretinol + Mineral SPF 40

a.



- Bioretinol + **Mineral** SPF

b.

Daily Dose Bioretinol + Mineral SPF 40

★★★★☆ 146 Reviews

\$50

A daytime, plant-based retinol alternative treatment with mineral SPF 40, bakuchiol & a peptide for rejuvenated, smoother-looking skin – without irritation.

- Daily Dose Bioretinol + **Mineral** SPF 40
- **A daytime, plant-based retinol alternative treatment with mineral SPF 40**
<https://supergoop.com/products/daily-dose-bioretinol-mineral-spf-40-fluid?variant=40153478824034>

17. Website descriptor: Lipshade Mineral Lip Color SPF 30 (Shades – Hey Y'all, Obsessed, Love you More, Lucky Me, High Five)

a.



b.

Lipshade Mineral Lip Color SPF 30

★★★★☆ 288 Reviews

\$24

A buildable, bold lip color in easy-to-apply shades that nourish, hydrate & protect with mineral SPF for naturally softer & smoother lips.

- hydrate & protect with **mineral** SPF
<https://supergoop.com/products/lipshade-100-mineral-spf-30-hydrating-lipstick?variant=40334820540514>

EXHIBIT 2

Exhibit 2

Product Name (On Product Label)	Product Name (Website Descriptor)	Product Label Claims	Website Claims	Synthetic Ingredients	Link
Supergoop!® (Re)setting 100% Mineral Powder SPF 35	(Re)setting Mineral Powder SPF 35 (Colors – Translucent, Light, Medium, Deep)	“100% Mineral Powder”	“(Re)setting Mineral Powder SPF 35” “A mineral setting powder that mattifies shine”	-Trimethylsiloxysilicate -Polymethyl Methacrylate -Triethoxycaprylylsilane -Polyglyceryl-10 Pentaisostearate -Ethylhexylglycerin -Nylon-6/12 -Sodium Dehydroacetate -Ascorbyl Palmitate	https://supergoop.com/products/mineral-setting-powder?variant=32056031084642
Supergoop!® PLAY 100% Mineral Lotion SPF 50	PLAY Mineral Lotion SPF 50	“100% Mineral Lotion”	“Play Mineral Lotion SPF 50” “A lightweight, mineral sunscreen body lotion” “Blendable mineral formula” “Play Mineral Lotion”	-Butyloctyl Salicylate -C13-14 Alkane -Caprylhydroxamic Acid -Caprylyl Glycerin/Sebacic Acid Copolymer -Caprylyl Glycol -Diheptyl Succinate -Methyl Dihydroabietate -Polyester-7 -Polyester-8 -Polyhydroxystearic Acid	https://supergoop.com/products/play-100-mineral-lotion-spf-50-with-green-algae?variant=39622604652642

Supergoop!® PLAY 100% Mineral Lotion SPF 30	PLAY Mineral Lotion SPF 30	“100% Mineral Lotion”	“Play Mineral Lotion SPF 50” “A lightweight, mineral sunscreen body lotion” “Blendable mineral formula” “Play Mineral Lotion”	-Butyloctyl Salicylate -C13-14 Alkane -Caprylhydroxamic Acid -Caprylyl Glycerin/Sebacic Acid Copolymer -Caprylyl Glycol -Diheptyl Succinate -Methyl Dihydroabietate -Polyester-7 -Polyester-8 -Polyhydroxystearic Acid	https://supergoop.com/products/play-100-mineral-lotion-spf-30-with-green-algae?srsId=AfmBOop_d48gmNT7W8gip4-t4na93GZqkJTIDGuBKgFzF4_IjxkYfIS&variant=39622636568674
Supergoop!® PLAY SPF 50 100% Mineral Stick with Olive Fruit Extract	PLAY Mineral Sunscreen Stick SPF 50	“100% Mineral Stick With Olive Fruit Extract”	“PLAY Mineral Sunscreen Stick SPF 50” “A blendable mineral sunscreen stick” “Swipe Play Mineral Stick generously and evenly across all exposed skin” “We love pairing with PLAY 100% Mineral Lotion”	-Butyloctyl Salicylate	https://supergoop.com/products/100-mineral-sunscreen-stick?srsId=AfmBOorkoMmcgge5IZU3M_paoheO1kM9bccihCv4xQnMIofokIPOWGLE&variant=731856470032
Supergoop!® Bright-Eyed 100% Mineral Eye Cream SPF 40	Bright-Eyed Mineral Eye Cream SPF 30	“100% Mineral Eye Cream”	“Protects with mineral SPF” “Bright-Eyed Mineral Eye Cream SPF 40” “Use Bright-Eyed 100% Mineral Eye Cream in your daily skincare routine”	- Butyloctyl Salicylate -Lauroyl Lysine -Inulin Lauryl Carbamate -Polyhydroxystearic Acid -Potassium Cetyl Phosphate - Triethoxycaprylylsilane -Polyurethane-79 - Diethylhexyl Syringylidenemalonate - Hydroxyacetophenone - 1,2-Hexanediol	https://supergoop.com/products/bright-eyed-100-mineral-eye-cream-spf-40?variant=31191267967074

				<ul style="list-style-type: none"> - Caprylyl Glycol - Trisodium Ethylenediamine Disuccinate 	
Supergoop!® (Glow)setting 100% Mineral Powder SPF 35	(Glow)setting Mineral Powder SPF 35	“100% Mineral Powder”	<p>“(Glow)setting Mineral Powder SPF 35”</p> <p>“on-the-go mineral sun protection.”</p>	<ul style="list-style-type: none"> -Triethoxycaprylylsilane -Trimethylsiloxysilicate - Polymethyl Methacrylate - Polyglyceryl-10 Pentaisostearate -Lauroyl Lysine - Ethylhexylglycerin - Nylon-12 - Sodium Dehydroacetate -Ascorbyl Palmitate 	https://supergoop.com/products/glowsetting-powder-100-mineral-spf-35?variant=40253923557474
Supergoop!® POOF 100% Mineral Part Powder SPF 35	Poof Mineral Part Powder SPF 35	“100% mineral part powder”	<p>“Poof Mineral Part Powder SPF 35”</p> <p>“A mineral SPF powder that protects your scalp from the sun’s UV rays.”</p>	<ul style="list-style-type: none"> -Trimethylsiloxysilicate -Polymethyl Methacrylate -Lauroyl Lysine -Polyglyceryl-10 Pentaisostearate -Triethoxycaprylylsilane -Ethylhexylglycerin -Nylon-6/12 -Sodium Dehydroacetate -Ascorbyl Palmitate 	https://supergoop.com/products/poof-part-powder?variant=32070636863586
Supergoop!® Zinc Screen 100% Mineral Lotion SPF 40	Zincscreen Mineral Lotion SPF 40	“100% Mineral Lotion”	<p>“Zincscreen Mineral Lotion SPF 40”</p> <p>“a lightweight, blendable mineral lotion”</p> <p>“This mineral sunscreen lotion provides daily protection”</p>	<ul style="list-style-type: none"> -Tetradecane -Cetearyl Nonanoate -Ethylhexyl Palmitate -Isopropyl Palmitate -Isopropyl Myristate -Polyglyceryl-3 Diisostearate -Polyglyceryl-6 	https://supergoop.com/products/zincscreen-100-mineral-lotion?variant=20460432326754

				<p>Polyricinoleate</p> <p>-Octyldodecyl Oleate</p> <p>-Sodium Benzoate</p> <p>-Dodecane</p> <p>-Hexadecane</p> <p>-Polyhydroxystearic Acid</p>	
<p>Supergoop!® Sunnyscreen SPF 50 Lotion for Babies + Kiddos 100% Non-Nano Mineral</p>	<p>Sunnyscreen Mineral Lotion SPF 50</p>	<p>“100% Non-Nano Mineral”</p>	<p>“Sunnyscreen Mineral Lotion SPF 50”</p> <p>“This sunscreen is part of our Sunnyscreen™ collection, which features three mineral sunscreen formulas”</p>	<p>-Butyloctyl Salicylate</p> <p>-C9-12 Alkane</p> <p>-Caprylhydroxamic Acid</p> <p>-Ethylhexylglycerin</p> <p>-Methyl Dihydroabietate</p> <p>-Polyhydroxystearic Acid</p>	<p>https://supergoop.com/products/sunnyscreen-100-mineral-lotion?variant=20292031316066</p>
<p>Supergoop!® Sunnyscreen SPF 50 Spray for Babies + Kiddos 100% Non-Nano Mineral</p>	<p>Sunnyscreen Mineral Spray SPF 50</p>	<p>“100% Non-Nano Mineral”</p>	<p>“Sunnyscreen Mineral Spray SPF 50”</p> <p>“This sunscreen is part of our Sunnyscreen™ collection, which features three mineral sunscreen formulas”</p>	<p>-Ascorbyl Palmitate</p> <p>-Butyloctyl Salicylate</p> <p>-Glyceryl Caprylate</p> <p>-Glyceryl Stearate Citrate</p> <p>-Glyceryl Undecylenate</p> <p>-Polyhydroxystearic Acid</p>	<p>https://supergoop.com/products/sunnyscreen-100-mineral-spray?variant=20293149917282</p>
<p>Supergoop!® Mineral Mattescreen SPF 40 100% Mineral</p>	<p>Mineral Mattescreen SPF 40</p>	<p>“Mineral Matte Screen”</p> <p>“100% Mineral”</p>	<p>“Mineral Mattescreen SPF 40”</p> <p>“A mineral, mattifying tinted sunscreen”</p> <p>“Mineral SPF 40”</p>	<p>-Dimethicone</p> <p>-Dimethicone Crosspolymer</p> <p>-Methyl Dihydroabietate</p> <p>-Polyhydroxystearic Acid</p> <p>-C9-12 Alkane</p> <p>-Ethylhexylglycerin</p>	<p>https://supergoop.com/products/smooth-and-poreless-mattescreen?variant=39625226879074</p>

Supergoop!® Mineral Sheerscreen SPF 30 100% Mineral	Mineral Sheerscreen SPF 30	“Mineral Sheer Screen” “100% Mineral”	“Mineral Sheerscreen SPF 30” “A mineral, sheer face lotion that provides sun protection”	-Isododecane -Butyloctyl Salicylate -Polysilicone-11 -Polyacrylate Crosspolymer-6 -Isostearic Acid -Polyglyceryl-3 Polyricinoleate -Polyhydroxystearic Acid -Caprylhydroxamic Acid -Butylene Glycol -Citric Acid	https://supergoop.com/products/mineral-sheerscreen-spf-30?variant=32123495284834
Supergoop!® Mineral Glowscreen Soft-radiance Drops SPF 40	Mineral Glowscreen Soft- Radiance Drops SPF 40 (Shades – Sunrise and Golden Hour)	“Mineral”	“Mineral Glowscreen Soft- Radiance Drops SPF 40” “tinted mineral sunscreen” “Mineral SPF that’s all glow” “Soft glow mineral drops” “soft glow mineral SPF drops” “mineral SPF 40 protection”	-Ethylhexyl Palmitate -Propanediol -Dimethicone -Polyglyceryl-3 Polyricinoleate -Sorbitan Isostearate -Polyglyceryl-2 Dipolhydroxystearate -Polyglyceryl-6 Polyricinoleate -Butylene Glycol -Polysilicone-11 -Polyhydroxystearic Acid -Triethoxycaprylylsilane -Isopropyl Myristate -Isostearic Acid -Sodium Benzoate	https://supergoop.com/products/glowscreen-glow-drops

Supergoop!® Mineral Sheer Stick SPF 30	Mineral Sheer Stick SPF 30	“Mineral Sheer Stick”	“Mineral Sheer Stick SPF 30” “provides on-the-go mineral sun protection” “Mineral SPF, On the Go” “Protects with mineral SPF 30” “Mineral SPF”	-C12-15 Alkyl Benzoate -C13-15 Alkane -Butyloctyl Salicylate -Diisostearyl Malate -Polyglyceryl-3 Polyricinoleate -Polyhydroxystearic Acid -Triethoxycaprylylsilane -Caprylyl Glycol -Propylene Carbonate -Polyglyceryl-3 Diisostearate -Isostearic Acid	https://supergoop.com/products/mineral-sheer-stick?variant=40758236282978
Supergoop!® Mineral Unseen Sunscreen SPF 40 Mineral Broad Spectrum Sunscreen	Mineral Unseen Sunscreen SPF 40	“Mineral Unseen Sunscreen” “Mineral Broad Spectrum Sunscreen”	“Mineral Unseen Sunscreen SPF 40” “scentless mineral sunscreen” “Mineral cloud-like lotion” “now in a sheer mineral formula!” “seamlessly blendable mineral SPF formula”	-Dimethicone -Dimethicone Crosspolymer -Methyl Dihydroabietate -Polyhydroxystearic Acid -C9-12 Alkane -Ethylhexylglycerin	https://supergoop.com/products/mineral-unseen?variant=40811652350050
Supergoop!® Daily Dose Bioretinol + Mineral SPF (SPF 40)	Daily Dose Bioretinol + Mineral SPF 40	“Bioretinol + Mineral SPF”	“Daily Dose Bioretinol + Mineral SPF 40” “A daytime, plant-based retinol alternative treatment with mineral SPF 40”	-Dicaprylyl Ether -Butyloctyl Salicylate - Polyglyceryl-4 Diisostearate/Polyhydroxystearate/Sebacate -Isohexadecane -Polyhydroxystearic Acid -Isododecane -VP/Hexadecene Copolymer -Polyglyceryl-6 Pentaoleate -Ethylhexylglycerin -Propylene Carbonate	https://supergoop.com/products/daily-dose-bioretinol-mineral-spf-40-fluid?variant=40153478824034

				-Trisodium Ethylenediamine Disuccinate	
Lipshade Mineral Lip Color SPF 30	Lipshade Mineral Lip Color SPF 30 (Shades – Hey Y’all, Obsessed, Love you More, Lucky Me, High Five)	N/A	“hydrate & protect with mineral SPF” “created to deliver mineral SPF protection”	-Bis-Diglyceryl Polyacyladipate-2 -Cetearyl Ethylhexanoate -Isostearic Acid -Polyhydroxystearic Acid -Polyglyceryl-3 Polyricinoleate -Sorbitan Isostearate -Ascorbyl Palmitate -Palmitoyl Tripeptide-38 -Tocopheryl Acetate	https://supergoop.com/products/lipshade-100-mineral-spf-30-hydrating-lipstick?variant=40334820540514
Social Media Claims			Link		
“100% Clean”			https://www.instagram.com/supergoop/		
“Mineral Glowscreen Drops SPF 40” “A mineral powder formula that’s perfect for reapplying SPF over makeup and on-the-go” “Mineral protection, tailored to your skin’s needs”			https://www.instagram.com/p/DK-XV_0yOJY/		

EXHIBIT 2

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Supergoop, LLC and DOES 1 through 10, inclusive

**Electronically FILED by
Superior Court of California,
County of Los Angeles
11/10/2025 11:56 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk**

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

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

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 N. Hill St. Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

25STCV32861

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Paul D. Stevens/Lauren Bochurberg, STEVENS LC, 1855 Industrial St., Suite 518, Los Angeles, CA 90021, Tel: 213-270-1215

DATE: 11/10/2025
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) J. Nunez (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 11/10/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u> J. Nunez </u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 25STCV32861

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Laura A. Seigle	17					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 11/12/2025
(Date)

By J. Nunez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

EXHIBIT 4

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul D. Stevens (SBN 207107), Lauren A. Bochurberg (SBN 333629) STEVENS LC, 1855 Industrial St., Suite 518, Los Angeles, CA 90021 TELEPHONE NO.: 213-270-1215 FAX NO.: EMAIL ADDRESS: pstevens@stevenslc.com; lbochurberg@stevenslc.com ATTORNEY FOR (Name): Plaintiff, PLEASANT WAYNE	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 11/10/2025 11:56 AM David W. Slayton, Executive Officer/Clerk of Court, By J. Nunez, Deputy Clerk			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: same CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk / Central				
CASE NAME: PLEASANT WAYNE v. Supergoop, LLC and DOES 1 through 10				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) </td> <td style="width:33%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less) </td> <td style="width:33%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="font-size: 24pt; font-weight: bold; text-align: center;">25STCV32861</div> JUDGE: DEPT.:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (*check all that apply*): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (*specify*): Violations of Cal. Prof Bus. Codes §17200, et seq. and §17500, et seq.
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: November 7, 2025

Paul D. Stevens

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Wayne v. Supergoop, LLC	CASE NUMBER 25STCV32861
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Wayne v. Supergoop, LLC	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8	

SHORT TITLE Wayne v. Supergoop, LLC	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Wayne v. Supergoop, LLC	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

SHORT TITLE Wayne v. Supergoop, LLC	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS:		
CITY:	STATE:	ZIP CODE:			

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 11/7/2025



 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

EXHIBIT 5



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.

WHAT IS ADR?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

DISADVANTAGES OF ADR

- **Costs.** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial.** ADR does not provide a public trial or decision by a judge or jury.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*

RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.
- Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*
- Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*
- Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvewlawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit <https://www.lacourt.org/division/civil/CI0047.aspx>.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit <https://my.lacourt.org/odr>.*
- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcba.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*

EXHIBIT 6

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address)</i> Stevens, LC Paul Stevens SBN 207107 1855 Industrial St Apt 518 Los Angeles, CA 90021 TELEPHONE NO: (310) 597-5107 FAX NO <i>(Optional)</i> : E-MAIL ADDRESS <i>(Optional)</i> : pstevens@stevenslc.com ATTORNEY FOR <i>(Name)</i> : Plaintiff	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 11/14/2025 9:26 AM David W. Slayton, Executive Officer/Clerk of Court, By G. Cordon, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 N. Spring St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Spring St.	CASE NUMBER: 25STCV32861
PLAINTIFF / PETITIONER: PLEASANT WAYNE DEFENDANT / RESPONDENT: SUPERGOOP, LLC, et al.	Ref. No. or File No.: 14577094 (26765535)
PROOF OF SERVICE OF SUMMONS	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) Package
 - d. Civil Case Cover Sheet *(served in complex cases only)*
 - e. Cross-Complaint
 - f. Other *(specify documents)*: Civil Case Cover Sheet Addendum and Statement of Location, Notice of Case Assignment
3. a. Party served *(specify name of party as shown on documents served)*:
SUPERGOOP, LLC
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
CT Corporation System (CT Corp) - Person Authorized to Accept Service of Process, Intake Specialist, William Miller
4. Address where the party was served:
1999 Bryan St Suite 900, Dallas, TX 75201
5. I served the party *(check proper box)*
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date)*: Fri, Nov 14 2025 (2) at *(time)*: 08:31 AM
 - b. **by substituted service.** On *(date)*: _____ at *(time)*: _____ I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3)*:
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on *(date)*: _____ from *(city)*: _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: PLEASANT WAYNE DEFENDANT / RESPONDENT: SUPERGOOP, LLC, et al.	CASE NUMBER: 25STCV32861
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5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (specify means of service and authorizing code section): _____
- Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify): _____
- c. as occupant.
- d. On behalf of (specify): SUPERGOOP, LLC
 under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| <input checked="" type="checkbox"/> other: Corp. Code 17701.16, LLC | |
7. **Person who served papers**
- a. Name: Mauricio Segovia
- b. Address: 1400 North McDowell Blvd Suite 300, Petaluma, CA 94954
- c. Telephone number: 800-938-8815
- d. **The fee** for service was: \$60
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor
- (ii) Registration No: _____
- (iii) County: _____
8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: November 14, 2025

Mauricio Segovia

 (NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
 1400 North McDowell Blvd Suite 300,
 Petaluma, CA 94954
 800-938-8815



 (SIGNATURE)

EXHIBIT 7

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address)</i> Stevens, LC Paul Stevens SBN 207107 1855 Industrial St Apt 518 Los Angeles, CA 90021 TELEPHONE NO: (310) 597-5107 FAX NO <i>(Optional)</i> : E-MAIL ADDRESS <i>(Optional)</i> : pstevens@stevenslc.com ATTORNEY FOR <i>(Name)</i> : Plaintiff	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 11/17/2025 12:14 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Lara, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 N. Spring St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Spring St.	
PLAINTIFF / PETITIONER: PLEASANT WAYNE DEFENDANT / RESPONDENT: SUPERGOOP, LLC, et al.	CASE NUMBER: 25STCV32861
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 14577094 (26765535)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) Package
 - d. Civil Case Cover Sheet *(served in complex cases only)*
 - e. Cross-Complaint
 - f. Other *(specify documents)*: Civil Case Cover Sheet Addendum and Statement of Location, Notice of Case Assignment
3. a. Party served *(specify name of party as shown on documents served)*:
SUPERGOOP, LLC
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
CT Corporation System (CT Corp) - Person Authorized to Accept Service of Process, Intake Specialist, William Miller
4. Address where the party was served:
1999 Bryan St Suite 900, Dallas, TX 75201
5. I served the party *(check proper box)*
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date)*: Fri, Nov 14 2025 (2) at *(time)*: 08:31 AM
 - b. **by substituted service.** On *(date)*: _____ at *(time)*: _____ I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3)*:
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on *(date)*: _____ from *(city)*: _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: PLEASANT WAYNE DEFENDANT / RESPONDENT: SUPERGOOP, LLC, et al.	CASE NUMBER: 25STCV32861
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5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):
- Additional page describing service is attached.
6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*): _____
- c. as occupant.
- d. On behalf of (*specify*): SUPERGOOP, LLC
 under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| <input checked="" type="checkbox"/> other: Corp. Code 17701.16, LLC | |
7. **Person who served papers**
- a. Name: Mauricio Segovia
- b. Address: 1400 North McDowell Blvd Suite 300, Petaluma, CA 94954
- c. Telephone number: 800-938-8815
- d. **The fee** for service was: \$60
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor
- (ii) Registration No: _____
- (iii) County: _____
8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: November 14, 2025

Mauricio Segovia

 (NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000634
 1400 North McDowell Blvd Suite 300,
 Petaluma, CA 94954
 800-938-8815



 (SIGNATURE)

EXHIBIT 8

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 17

25STCV32861

PLEASANT WAYNE vs SUPERGOOP, LLC

December 10, 2025

3:14 PM

Judge: Honorable Laura A. Seigle

Judicial Assistant: M. Mata

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order re: Complex Determination

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 03/17/2026 at 09:00 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 17

25STCV32861

December 10, 2025

PLEASANT WAYNE vs SUPERGOOP, LLC

3:14 PM

Judge: Honorable Laura A. Seigle

CSR: None

Judicial Assistant: M. Mata

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act (“PAGA”) claim.

Parties shall file all documents in conformity with Superior Court of Los Angeles County Local Rule 3.4, particularly the provisions requiring bookmarking (Local Rule 3.4(f)(2-5)).

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

This Complex Courtroom does not use Los Angeles Superior Court’s Court Reservation (“CRS”) portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the “xx” being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court’s website for information on how to make such a request in a timely manner.

<https://www.lacourt.ca.gov/pages/lp/language-access-services/tp/request-a-court-interpreter>

Counsel are directed to access the following link for further information on procedures in the Complex litigation Program courtrooms: <https://www.lacourt.ca.gov/pages/lp/civil/tp/civil-case-types-and-specialty-courtrooms/cp/complex-civil-litigation>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Service is attached.

EXHIBIT 9

1 Counsel representing a party at the ISC or any other status conference should be fully familiar
2 with the facts as then understood and be able to make binding agreements respecting case
3 management.

4 Parties presently engaged in mediation or who have secured a date with a mediator for
5 mediation may stipulate to one continuance of the ISC, provided they also agree upon an e-service
6 provider, as set forth in Item 8, below, and include the name of the provider and the date of the
7 mediation in their Stipulation for Continuance. It is expected that parties using this procedure will
8 timely exchange such information as is necessary to have a productive mediation and that the
9 mediation will go forward as scheduled.

10 At the ISC, the Court will discuss case management, set dates for motions, and invite the
11 parties to propose procedures to enhance efficiency and avoid duplicative or unnecessary
12 expenditures of time. Counsel attending shall be prepared to address these issues.

13 At least ten (10) days prior to the ISC, all counsel shall meet, preferably by use of telephone
14 and/or video technology, to discuss case management. Plaintiff's counsel shall take the lead in
15 preparing a joint ISC Statement and ensuring that it is filed at least five (5) court days prior to the
16 ISC. To the extent the parties are unable to agree on a joint submission, each party may separately
17 present a brief statement of its position. If any party who has been served with this Order declines to
18 participate, all other parties shall file an ISC statement.

19 The ISC Statement shall contain the following in the following order:

- 20 1. A succinct description of the facts of the case as then known. In wage and hour cases
21 the nature of the employee's work, the employer's business, and the specific factual
22 bases for claims under the Labor Code shall be provided. Citations to relevant statutes
23 and pending appellate cases that may impact the case shall be provided.
- 24 2. A discussion of any issues of jurisdiction, venue, contractual arbitration/judicial
25 reference that any party intends to raise and the meet and confer efforts to date on
26 these issues. Prior to the ISC any party seeking arbitration shall have provided a copy
27 of the applicable agreement to arbitrate to the opposing party and a decision should
28 have been made as to whether a motion to compel arbitration will be filed. Dates for

- 1 any motions involving challenges to jurisdiction, venue, the pleadings, or referrals to
- 2 arbitration will be set at the ISC.
- 3 3. Counsel should address issues such as an agreement to share the cost of class
- 4 notice/opt out procedures, the adequacy of class representatives, and potential
- 5 conflicts of interest among class representatives.
- 6 4. Whether the action incorrectly identifies the name of any party and whether any party
- 7 intends to add parties or causes of action by way of amendment, cross-complaint, or
- 8 the like.
- 9 5. The names, addresses, telephone, email, and facsimile numbers of all counsel and the
- 10 parties they represent.
- 11 6. Any basis for the Court's recusal or disqualification.
- 12 7. A discussion of the identity of entities or persons other than those shown in the
- 13 pleadings that may have a significant financial or other interest in the proceedings.
- 14 8. A joint recommendation for an e-service provider for inclusion in the Court's order for
- 15 initiation of e-service. The parties must employ an agreed e-service provider. The
- 16 parties shall identify the appointed e-service provider in the caption of each filing.
- 17 9. A brief description of any related cases pending in other courts or anticipated for
- 18 future filing.
- 19 10. Whether there is insurance coverage for the dispute.
- 20 11. A plan to preserve evidence, to deploy a uniform system for identification of
- 21 documents, and to protect confidentiality by, for example, executing a protective
- 22 order.
- 23 12. A preliminary discovery plan, with dates, reflecting the parties' consideration of
- 24 phased discovery, e.g., limiting initial discovery to a significant or dispositive issue as
- 25 a predicate to an important early ruling or meaningful participation in an early
- 26 mediation. In class actions, the parties should address whether discovery should
- 27 initially be limited to class certification issues.
- 28 13. Where appropriate, the parties should outline a process for managing discovery of

1 electronically stored information (ESI) by, for example, scheduling a meeting among
2 counsel and the parties' information technology consultants in order to address (1) the
3 information management systems employed by the parties; (2) the location and
4 custodian(s) of information likely to be subject to production (including the
5 identification of network and email servers and hard drives maintained by target
6 custodians); (3) the format in which electronically stored information will be
7 produced; (4) the type of ESI that will be produced, i.e., data files, emails, etc.; and (5)
8 appropriate search criteria for focused requests.

- 9 14. Any proposed mechanism for and the timing of mediation and/or mandatory
10 settlement conferences to assist in resolution of the case.
- 11 15. Any issues regarding publicity which the Court should consider.
- 12 16. Recommended dates and times for trial, filing of motions for class certification,
13 alternative dispute resolution, and deadlines (and proposed briefing schedules) for
14 filing other anticipated motions.
- 15 17. A recommended date for the next Status Conference.

16
17 **II. Reminders And Other Information**

- 18 1. It is the joint responsibility of counsel to file a joint status conference statement for all
19 status conferences scheduled after the ISC, which statement shall be filed five (5)
20 court days in advance of the status conference.
- 21 2. Counsel may secure dates for motions by calling the Courtroom Assistant. Counsel
22 should have jointly discussed any likely contested motion with each other and the
23 Court before it is filed so that, if possible, the matter may be resolved or narrowed by
24 agreement or, if filed, an appropriate briefing schedule is set.
- 25 3. Unless otherwise ordered, counsel may appear remotely for all appearances. Please be
26 in a quiet place and note that a party speaking may not hear simultaneous speech in the
27 courtroom. Please speak slowly and pause frequently. Each counsel should advise the
28 others at least 24 hours in advance as to whether an appearance will be remote or in

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person.

4. Any message on the message board for the Court should be joint and neutral in tone. Absent good cause shown no unilateral postings are appropriate.
5. In the ordinary course, discovery motions will not be heard without an Informal Discovery Conference (IDC) pursuant to Cal. Code of Civ. Pro. § 2016.080. Counsel may arrange for an IDC by jointly posting a request on the e-service provider’s message board. If all counsel are not in agreement, counsel may request an IDC by filing LACIV094. Unilateral requests for IDC by message board are not appropriate.
6. Specific direction as to the matters to be provided to the Court for the IDC and the timing of same will be given at the time the IDC is arranged and may vary depending on the nature of the dispute. Unless otherwise ordered, IDC are held by LACourtConnect and off the record.
7. It is the responsibility of all counsel to notify the Court promptly of any related case and to secure a ruling thereon. See Cal. Rules of Court, Rule 3.300 et. seq. This responsibility is on-going. A Notice of Related Case may be filed prior to the stay being lifted in this action.
8. Posting documents to the e-service provider does not constitute filing a document. See the Minute Order for further terms re e-filing.
9. Counsel desiring a protective order should consult the model on the court’s website and provide a redlined copy if deviations are made from same. See “Helpful Guidance From the Complex Litigation Judges” on the Complex Litigation webpage link provided in the Minute Order.
10. Any future stay ordered by the Court for purposes of case management is not a stay under Code of Civil Procedure § 583.310 unless the Court so orders.
11. The dismissal of a class action requires court approval. Cal. Rules of Court, Rule 3.770(a). Counsel must submit a declaration setting forth, among other things, the reasons why a party seeks a dismissal in a class action and any and all consideration given in exchange for the dismissal.

1 12. Settlement of claims filed under the Private Attorney General Act (PAGA) (whether
2 or not filed as part of a class action) require notice to the Labor and Workforce
3 Development Agency. Labor Code § 2699 (1)(2). A noticed hearing, with proof of
4 service to LWDA and a proposed Order, is required to secure approval of the
5 settlement of a PAGA claim. Settlements that include dismissal of a PAGA claim
6 require that the Court be advised of the specific terms of any release of the PAGA
7 claim and the consideration, if any, for same.

8 13. To obtain approval of a class action settlement, the parties should consult the
9 Guidelines for Motions for Preliminary and Final Approval posted on the court's
10 website under Tools for Litigators, as well as the posted model settlement agreements.
11 See the link to same in the Minute Order served concurrently herewith.

12
13 **III. Notice of the ISC Order**

14 Plaintiff's counsel shall serve this Initial Status Conference Order on all defense counsel, or if
15 counsel is not known, on each defendant and file a Proof of Service with the court within seven (7)
16 days of the date of this Order. If the Complaint has not been served as of the date of this Order,
17 plaintiff(s) must serve the Complaint, along with a copy of this Order, within five (5) days of the date
18 of this Order.

19 Once served, each as yet non-appearing defendant shall file a Notice of Appearance
20 (identifying counsel by name, firm name, address, email address, telephone number and fax number).
21 The filing of a Notice of Appearance is without prejudice to (a) any jurisdictional, substantive or
22 procedural challenge to the Complaint, (b) any affirmative defense, and (c) the filing of any cross-
23 complaint in this action.

24
25 DATED: 12/10/2025



26 *Laura Seigle*
27 LAURA A. SEIGLE
28 Judge of the Los Angeles Superior Court
Laura A. Seigle / Judge

EXHIBIT 10

EXHIBIT 11



Language Access

English

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Past Proceedings](#)

CASE INFORMATION: 25STCV32861

Case Title: PLEASANT WAYNE VS SUPERGOOP, LLC

Filing Courthouse: Spring Street Courthouse

Filing Date: 11/10/2025

Case Type: Other Non-Personal Injury/Property Damage tort (General Jurisdiction)

Status: Pending

[Click here to access document images for this case.](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

 Print

[New Search](#)

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Past Proceedings](#)

3/17/2026 09:00 Department 17 312 North Spring Street, Los Angeles, CA 90012 Initial Status Conference

PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Past Proceedings](#)

STEVENS PAUL Attorney for Plaintiff

SUPERGOOP LLC Defendant

WAYNE PLEASANT Plaintiff

DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Past Proceedings](#)

12/10/2025 Clerks Certificate of Service By Electronic Service Filed by Clerk

12/10/2025 Initial Status Conference Order Filed by Clerk

12/10/2025 Minute Order Filed by Clerk

11/17/2025 Proof of Personal Service Filed by Pleasant Wayne (Plaintiff)

11/14/2025 Proof of Service of Summons Filed by Pleasant Wayne (Plaintiff)

11/10/2025 Alternative Dispute Resolution Packet Filed by Clerk

11/10/2025	Civil Case Cover Sheet	Filed by Pleasant Wayne (Plaintiff)
11/10/2025	Complaint	Filed by Pleasant Wayne (Plaintiff)
11/10/2025	Notice of Case Assignment - Unlimited Civil Case	Filed by Clerk
11/10/2025	Summons	Filed by Pleasant Wayne (Plaintiff)

PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Past Proceedings](#)

12/10/2025 12:00 AM Department 17 Court Order

REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Past Proceedings](#)

12/10/2025 Initial Status Conference Order; Filed by: Clerk

12/10/2025 Initial Status Conference scheduled for 03/17/2026 at 09:00 AM in Spring Street Courthouse at Department 17

12/10/2025 The case is placed in special status of: Deemed Complex

12/10/2025 The case is placed in special status of: Stay - Deemed Complex

12/10/2025 Initial Status Conference Order; Signed and Filed by: Clerk

12/10/2025 Minute Order (Court Order re: Complex Determination)

12/10/2025 Clerks Certificate of Service By Electronic Service; Filed by: Clerk; As to: Paul Stevens (Attorney)

12/10/2025 The case is removed from the special status of: Provisionally Complex ? Case Type

11/17/2025 Proof of Personal Service; Filed by: Pleasant Wayne (Plaintiff); As to: Supergoop, LLC (Defendant); Service Date: 11/14/2025; Service Cost: 60.00; Service Cost Waived: No

11/14/2025 Proof of Service of Summons; Filed by: Pleasant Wayne (Plaintiff); As to: Supergoop, LLC (Defendant); Service Date: 11/14/2025; Service Cost: 60.00; Service Cost Waived: No

11/12/2025 Case assigned to Hon. Laura A. Seigle in Department 17 Spring Street Courthouse

11/10/2025 The case is placed in special status of: Class Action

11/10/2025 The case is placed in special status of: Provisionally Complex ? Case Type

11/10/2025 Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk

11/10/2025 Alternative Dispute Resolution Packet; Filed by: Clerk

11/10/2025 Summons on Complaint; Issued and Filed by: Pleasant Wayne (Plaintiff); As to: Supergoop, LLC (Defendant)

11/10/2025 Civil Case Cover Sheet; Filed by: Pleasant Wayne (Plaintiff); As to: Supergoop, LLC (Defendant)

11/10/2025 Complaint; Filed by: Pleasant Wayne (Plaintiff); As to: Supergoop, LLC (Defendant)

EXHIBIT 12

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Monica Frasca (SBN 242308)
FOLEY HOAG LLP
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Attorneys for Defendant Supergoop LLC

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

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

Plaintiff,

v.

Supergoop LLC, and DOES 1 through
10, inclusive,

Defendant.

No. _____

State Court Case No. 25STCV32861

**DECLARATION OF ROBERT
KELSO IN SUPPORT OF NOTICE
OF REMOVAL OF ACTION
PURSUANT TO
28 U.S.C. § 1332(d)**

1 I, Robert Kelso, declare as follows:

2 1. I am over eighteen years of age and have personal knowledge of the
3 facts contained herein.

4 2. I am employed by Supergoop LLC (“Supergoop”) as Executive
5 Director, Global Retail Sales Planning and Reporting.

6 3. In my role as Executive Director, Global Retail Sales Planning and
7 Reporting, I am familiar with data relating to Supergoop’s sale of its sunscreen
8 products, including the data relating to the retail sale of Supergoop! (Re)setting
9 100% Mineral Powder SPF 35; Supergoop! PLAY 100% Mineral Lotion SPF 50;
10 Supergoop! PLAY 100% Mineral Lotion SPF 30; Supergoop! PLAY SPF 50 100%
11 Mineral Stick with Olive Fruit Extract; Supergoop! Bright-Eyed 100% Mineral Eye
12 Cream SPF 40; Supergoop! (Glow)setting 100% Mineral Powder SPF 35;
13 Supergoop! POOF 100% Mineral Part Powder SPF 35; Supergoop! Zinc Screen
14 100% Mineral Lotion SPF 40; Supergoop! Sunnyscreen SPF 50 Lotion for Babies +
15 Kiddos 100% Non-Nano Mineral; Supergoop! Sunnyscreen SPF 50 Spray for
16 Babies + Kiddos 100% Non-Nano Mineral; Supergoop! Mineral Mattescreen SPF
17 40 100% Mineral; Supergoop! Mineral Sheerscreen SPF 30 100% Mineral;
18 Supergoop! Mineral Glowscreen Soft-radiance Drops SPF 40; Supergoop! Mineral
19 Sheer Stick SPF 30; Supergoop! Mineral Unseen Sunscreen SPF 40 Mineral Broad
20 Spectrum Sunscreen; Supergoop! Daily Dose Bioretinol + Mineral SPF (SPF 40);
21 and Lipshade Mineral Lip Color SPF 30 (the “Products”).

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4. In my role as Executive Director, Global Retail Sales Planning and Reporting, I am also familiar with and have access to Supergoop’s regularly kept corporate records relating to retail sales for the Products.

5. The facts contained in this declaration are based on my personal knowledge and on my review of Supergoop’s regularly kept corporate records, and I can testify competently to them if called upon to do so.

6. According to data in Supergoop’s regularly kept corporate records, during the period between 2022 and 2025, Supergoop sold more than \$20 million of the Products to consumers in the state of California through multiple retailers, including Amazon, Sephora, Ulta Beauty, Nordstrom, Kohls, and others. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 15, 2025



ROBERT KELSO

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Supergoop Fraudulently Markets Mineral Sunscreens as Free From Synthetic Ingredients, Class Action Claims](#)
