

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

SARA SOTELO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

WALGREENS BOOTS ALLIANCE, INC.,

Defendant.

2024CH07641

Case No. _____

TRIAL BY JURY DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Sara Sotelo (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action against Defendant Walgreens Boots Alliance, Inc. (“Walgreens” or “Defendant”). Plaintiff makes the following allegations based upon personal knowledge as to Plaintiff’s own facts, upon investigation by Plaintiff’s counsel, and upon information and belief where facts are solely in possession of Defendant.

NATURE OF THE CASE

1. Plaintiff brings this action against Defendant on behalf of all consumers who purchased Walgreens-brand bandages (the “Bandages”)¹ for Defendant’s misrepresenting and failing to disclose that the Bandages contain per- and polyfluoroalkyl substances (“PFAS”), which pose a significant risk to human health.

¹ Defendant’s brand bandages include: Flexible Fabric Bandages, Strong Fabric Bandages, Soft Fabric Bandages, Smart-Flex Adhesive Bandages, Clear Spot Bandages, Antibacterial Clear Bandages, Strong Strip Bandages, Sheer Adhesive Pads, Anti-Bacterial Adhesive Pads, Hydrocolloid Gel Bandages, Hydrocolloid Gel Bandages Large, Hydrocolloid Spot Bandages, and Hydrocolloid Bandages Finger & Toe Assorted.

2. The Bandages are Walgreens’ proprietary brand of sterile adhesive bandages. Walgreens sells millions of the Bandages per year to consumers for home first aid, including treating cuts, scrapes, and burns.

3. Walgreens advertises and markets the Bandages as safe for human use and supportive of healing and health. Indeed, on the Bandages’ packaging Walgreens represents that the Bandages “seal[] on all sides” and “keep out dirt & contaminants.” Walgreens further represents that the Bandages “[c]ushion[] and protect[] cuts and scrapes without sticking to them” and have a “Soft, flexible fabric [that] easily conforms to [your] body” to “[p]rotect[] against dirt and germs.” Walgreens promises that the Bandages are “[s]teriled for safe use,” “[s]eal[] out water, dirt and other external contaminants” and “[p]romote[] up to 2x faster healing.” Further, Walgreens represents that its bandages are “Pharmacist recommended.”

4. Contrary to Defendant’s representations, and undisclosed to consumers, the Bandages contain a dangerous group of chemicals known as “forever chemicals”: PFAS.

5. PFAS are manufactured chemicals that are known to pose a serious danger to human health. PFAS have been shown to cause grave health issues, including cancer, thyroid and liver diseases, immunodeficiency effects, and infertility. Worse yet, because PFAS essentially never degrade, they continue to accumulate in the body, making even trace exposure harmful.

6. Accordingly, Plaintiff, individually and on behalf of a class of similarly situated consumers, brings claims against Defendant for breach of warranties, violation of consumer protection laws, and unjust enrichment.

PARTIES

Plaintiff Sara Sotelo

7. Plaintiff Sara Sotelo is a resident and citizen of Oak Lawn, Illinois.

8. In July 2024, Plaintiff Sotelo purchased a box of Walgreens Fabric Bandages from a Walgreens store in or around Oak Lawn Illinois.

9. Prior to purchasing the Bandages, Plaintiff Sotelo reviewed the Bandage packaging, including Walgreen's representations on and concerning the Bandages. After reviewing Defendant's representations, Plaintiff Sotelo was unaware that the Bandages were contaminated with and contained harmful PFAS.

10. Prior to purchasing the Bandages, Plaintiff Sotelo believed that the Bandages were safe and fit for human use, and would protect against germs and other contaminants.

11. Had Defendant disclosed that the Bandages contained PFAS, and the harms that result from PFAS exposure, Plaintiff Sotelo would not have purchased the Bandages or, at the very least, would have paid significantly less for them.

12. As a direct and proximate result of Defendant's material misrepresentations and omissions, Plaintiff Sotelo suffered and continues to suffer economic injuries. If Defendant removed PFAS from the Bandages, Plaintiff Sotelo would consider purchasing Bandages for household and/or personal use in the future.

Defendant Walgreens Boot Alliance, Inc.

13. Defendant, Walgreens Boots Alliance, Inc. is a Delaware corporation with its principal place of business located at 108 Wilmot Road, Deerfield, IL 60015. Defendant regularly conducts business in this District and throughout Illinois.

14. Defendant manufactures, markets, and sells the Bandages nationwide, including in Illinois. Defendant has sold the Bandages in Illinois and nationwide at all relevant times.

JURISDICTION AND VENUE

15. This Court has personal jurisdiction over Defendant because Defendant is headquartered in Illinois, regularly conducts business in Illinois and because Defendant committed acts causing injury to Illinois residents.

16. Venue in Cook County is Defendant is headquartered in this County, and because the cause of action arose in Cook County.

FACTUAL ALLEGATIONS

A. Walgreens Markets the Bandages as Safe and Healthy

17. Walgreens manufactures, sells, and markets the Bandages. Walgreens carefully curates the representations, images, and statements on and about the packaging of the Bandages to create the impression that the Bandages are safe and healthy.

18. Walgreens advertises that its “Flexible Fabric” Bandages “Seal[] on All Sides” and “Protect[] against dirt and germs.” Walgreens also represents that the Bandages “Cushion[] and protect[] cuts and scrapes without sticking to them.” Walgreens advertises its “Hydrocolloid Gel” Bandages as “promot[ing] faster healing” and “seal[ing] out water, dirt & other external contaminants.” Walgreens represents that the “Waterproof Strong Strip” Bandages have a “4-Sided Seal” to “keep out dirt & contaminants.”



Walgreens Flexible Fabric Bandages

- Cushions and protects cuts and scrapes without sticking to them
- Long-lasting, sure-stick adhesive stays secure to a variety of skin types
- Soft, flexible fabric easily conforms to body

Directions: For optimal results, apply bandage to clean, dry skin. Change dressing daily, when wet or more often if needed. If irritation or redness develops or persists, discontinue use and consult your healthcare provider.

Simple Wound Care: For minor cuts and scrapes, proper care is important to avoid infections or future complications. Use the following as a helpful guide in treating a simple wound:

1. Stop the bleeding
2. Clean/dry the wound
3. Apply an antibiotic
4. Cover wound with bandage
5. Change bandage when needed
6. Watch for signs of infection

Our pharmacists recommend the Walgreens brand.

DISTRIBUTED BY: WALGREEN CO. 200 WILMOT RD., DEERFIELD, IL 60015 ITEM 265338 W10920-0921-L

100% SATISFACTION GUARANTEED

walgreens.com 1-800-925-4733

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Walgreens All-Purpose Hydrocolloid Gel Bandages

For use on minor cuts, scrapes, burns, lacerations, blisters and scuffs.

Directions:

1. Clean: Clean and dry the affected area before applying the Hydrocolloid gel bandage.
2. Size the bandage: For best results, make sure the affected area is clear of any creams, ointments or oiled lotions application.
3. Apply & protect: Remove bandage from plastic pouch. Do not handle adhesive side of bandage. Gently peel off the clear film and the sticky end and tear the strip. Half of the bandage. Remove bandage from the outer half of clear film with your thumb and place bandage over the affected area. Once placed, remove whole paper liner completely. Smooth dressing into place by gently placing the palm of your hand over the dressing.
4. Keep it on: Keep bandage over area to be protected for as long as it remains in place. Product is designed to fall off on its own. If leakage around the bandage should occur, change as needed.

To remove: Loosen edge of strip and gently pull strip sideways to release film. Do not reapply after removal.

Warnings: For external use only. Do not use if you are allergic to dressing or any of its components. Avoid use if you are diabetic with poor circulation. Avoid contact with eyes, other mucous membranes or infected areas. If redness or itching occurs, discontinue use and consult a physician. Do not use on children under 2 years of age. For deep cuts, puncture wounds, animal bites or serious burns, consult a physician.

Not made with natural rubber latex.

Sterile unless wrapper is opened or damaged.

Our pharmacists recommend the Walgreens brand.

DISTRIBUTED BY: WALGREEN CO. 200 WILMOT RD., DEERFIELD, IL 60015 ITEM 111642 W10589-0223-L

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19. In addition to the “Flexible Fabric”, “Hydrocolloid” and “Waterproof” lines of bandages, Walgreens also sells sterile adhesive bandages in lines including “Smart-Heal,” “Smart-Flex,” “Strong Fabric,” and “Soft Fabric” among others. All of Walgreens’ Bandages contain identical or substantially similar representations on the Bandages’ packaging concerning the safety and health benefits of the Bandages.

20. In addition to the representations on the Bandages, Walgreens also touts on its website that the Bandages are safe and healthy to use. For example, Walgreens represents that its Bandages are “Pharmacist Recommended,” and come with a “100% satisfaction guarantee.”

21. The overall message delivered by Walgreens concerning its Bandages is that they are safe for human use and promote health and recovery.

B. The Bandages Contain Undisclosed PFAS

22. Defendant does not disclose to consumers—in its advertisements, on the Bandages’ packaging, or anywhere else—that the Bandages contain PFAS. Moreover, because PFAS are so hazardous to human health and essentially never degrade, there is no “safe” level of exposure to PFAS. Even “trace” levels of PFAS can be harmful to human health and the environment.

23. Private, independent testing of the Bandages at an accredited laboratory found extremely high levels of PFAS indicators on the Bandages. The tests found 195 parts per million (ppm) of organic fluorine on the absorbent pad, and 243 ppm on the sterile adhesive flap, far from the safe Bandages that Defendant represents.

24. Total organic fluorine (TOF) is the “gold-standard” measure to detect the presence of PFAS.² PFAS are synthetic organofluorine chemicals that contain a carbon-fluorine bond. TOF is a reliable marker for the presence of PFAS because it can reliably detect the presence of organic carbon-fluorine bonds, which is the distinctive characteristic of PFAS. TOF analyses detect both known and unknown types of PFAS and avoid potential “false positives” that can result from the presence of inorganic fluorine in the material.³

25. The carbon-fluorine bond is one of the strongest in organic chemistry. This strong bond is a defining characteristic of PFAS—providing the basis for the “forever chemical” description—and the reason that PFAS are used in certain products.

26. Due to the chemical composition of PFAS, the presence of organic fluorine necessarily indicates the presence of PFAS. Organic fluorine is practically non-existent in nature

² See Anna S. Young, et al., *Organic Fluorine as Indicator of Per- and Polyfluoroalkyl Substances in Dust from Buildings with Healthier Versus Conventional Material*, *Environmental Science & Technology*, 2022, 56, 17090-17099.

³ *Id.*; Alina Koch, et al., *Towards a Comprehensive Analytical Workflow for the Chemical Characterization of Organofluorine in Consumer Products and Environmental Samples*, 123 *Trends in Analytical Chemistry* 115423 (2020) (“Since the world hasn’t found a way to test which of 9,000 PFAS are in products, the best current test methods [for PFAS] look for fluorine.”).

and is not naturally found in the human body. As such, it is close to impossible for an organic fluorine analysis to result in a false positive.

27. TOF is widely accepted by scientists, researchers, and regulators as a reliable method for detecting the presence of PFAS in a sample. Total organic fluorine analyses determine the amount of organic fluorine present and account for all types of PFAS in the sample, and the amount of TOF directly correlates to the amount of PFAS. In other words, the higher the amount of TOF found, the more PFAS that are present in the product.

C. PFAS Are Harmful to Humans and the Environment

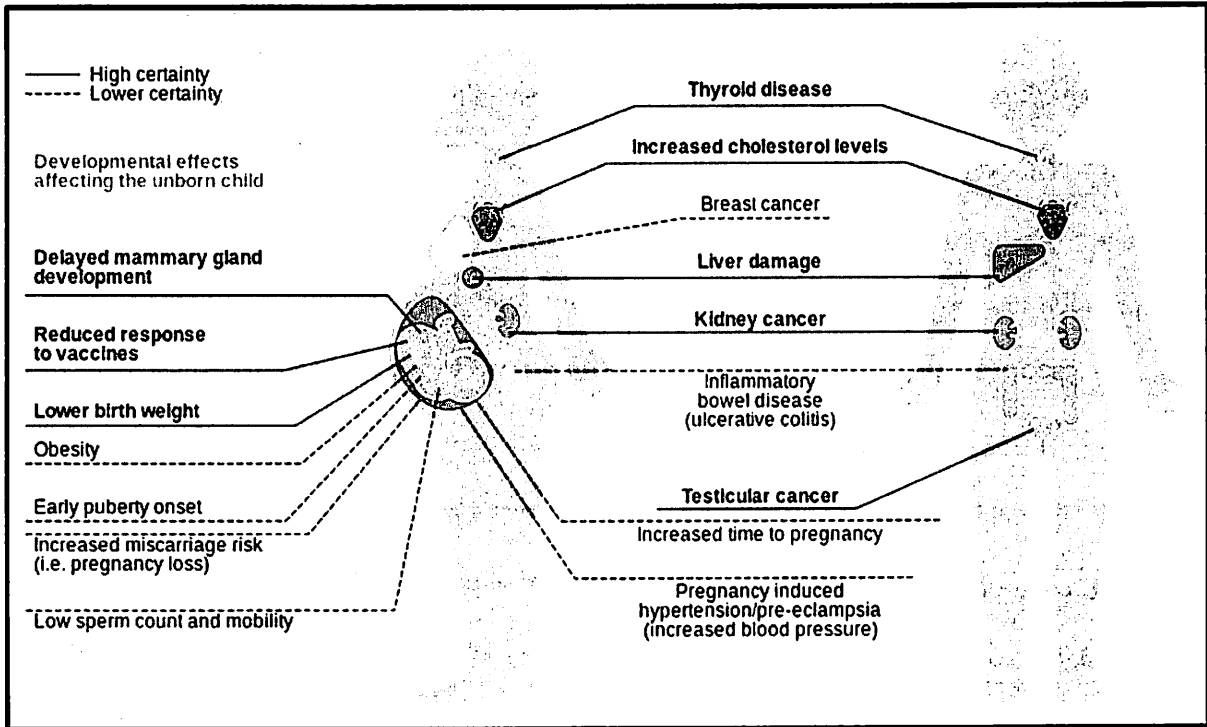
28. PFAS were first developed in the 1940s. Since that time, PFAS have been used in a variety of products, from consumer products such as nonstick cookware and waterproof clothing, to industrial and commercial products such as firefighting foam, pesticides, and product packaging.

29. Due to the strength of the carbon-fluorine bond, PFAS chemicals have an extremely long half-life. In other words, PFAS do not easily degrade, but instead accumulate and persist in water, soil, plants, animals, and humans. The inability to breakdown is the reason that PFAS are known as “forever chemicals.”

30. PFAS compounds are divided into groups: short-chain and long-chain PFAS. Long-chain PFAS compounds have been banned by the European Union and are restricted in a number of other jurisdictions due to the serious health effects that result from exposure. In the United States, many manufacturers have begun to phase out or eliminate entirely the use of long-chain PFAS from their products.

31. For many years, manufacturers claimed that short-chain PFAS were safe. Recently however, researchers have determined that short-chain PFAS are also exceedingly toxic and pose a health risk to humans equally severe to long-chain PFAS.

32. As such, regardless of the type, PFAS are considered moderately to highly toxic to humans, especially to children and the elderly. PFAS have been linked to a number of serious negative health effects, including cancer, liver damage, preeclampsia, high blood pressure, and infertility, and others as depicted in the image below.



33. In children, PFAS exposure has also been found to suppress the immune system, leading to diminished response to vaccinations, increased risk of infection, allergies, and asthma, among other deleterious health effects.⁴

34. PFAS pose a grave danger to human health due to the characteristic carbon-fluorine bond. As a result of that durable bond, PFAS do not degrade, but will remain in the body for years

⁴ Haley von Holst, et al., *Perfluoroalkyl substances exposure and immunity, allergic response, infection, and asthma in children: review of epidemiologic studies*, *Heliyon* (Oct. 2021), available at: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8529509>.

after exposure and continue to accumulate. The accumulation of PFAS in the body further increases the negative health effects.

35. Unfortunately, there is no cure or treatment to remove PFAS from the body. Instead, experts advise that the best strategy to reduce the adverse health risks caused by PFAS is to reduce or eliminate exposure to PFAS and products that contain PFAS.⁵

36. As such, exposure to even trace amounts of PFAS is harmful.

37. The National Institute for Occupational Safety and Health conducted a study concerning exposure to PFAS through skin (dermal) contact, concluding that tests demonstrated that “dermal exposure to PFOA [(perfluorooctanoic acid)] is immunotoxic and raise concern about potential adverse effects from dermal exposure.”⁶

38. The EPA, the agency responsible for providing technical information concerning the dangers and health effects of toxic substances, has promulgated lifetime health advisories concerning PFAS. Previously, the EPA advised that PFAS should remain below 70 parts per trillion (ppt). However, in June 2022, the EPA updated the PFAS lifetime health advisory, and warned that PFAS limits should not exceed 0.004 ppt for PFOA, and 0.02 ppt for perfluorooctane sulfonate (PFOS). In noting the major revision to the PFAS health advisory, one expert stated: “Essentially, the EPA wants the limits to be as close as possible to zero as a growing body of research has shown how toxic these compounds are.”⁷

⁵ *PFAS & Health: Protecting yourself, your family, and your community from exposure to perfluoroalkyl and polyfluoroalkyl substances*, Boston Children’s Hospital (Apr. 2022), available at: <https://www.childrenshospital.org/sites/default/files/2022-04/pfas-health-factsheet-2022.pdf>.

⁶ Hillary L. Shane, et al., *Immunotoxicity and allergenic potential induced by topical application of perfluorooctanoic acid (PFOA) in a murine model*, *Food Chem. Toxicol.* (Mar. 2020). See also Ragnarsdottir et al., *Dermal bioavailability of perfluoroalkyl substances using in vitro 3D human skin equivalent models*, *Environmental International*, vol. 188 (June 2024), available at: <https://doi.org/10.1016/j.envint.20204.108772> (finding PFAS can be absorbed through contact with human skin).

⁷ Phillippe Grandjean, *Stricter Federal Guidelines on “Forever Chemicals” in Drinking Water Pose Challenges*, Harvard T.H. Chan School of Public Health (June 22, 2022), available at:

39. In April 2024, the Biden Administration issued a national legally enforceable drinking water standard for PFAS, to protect the public from the dangers of PFAS. Under the new standards, PFAS cannot exceed 4 ppt for PFOA and PFOS.

40. The recent federal guidelines and standards concerning PFAS limits demonstrate the danger of the presence of PFAS in the Bandages. The federal limits for PFAS, 4 ppt, converts to 0.00004 ppm. The analyses performed on Defendant's Bandages determined that the Bandages contained up to 243 ppm organic fluorine, far in excess of limits set by the federal government and expert advice—*6 million times* the new PFAS limits. Despite exceeding the safe limits by many magnitudes, Defendant fails to disclose to consumers that the Bandages contain harmful PFAS.

D. Defendant's Misrepresentations and Omissions are Actionable

41. Plaintiff and the Class members would not have purchased the Bandages, or would have paid significantly less for the Bandages, had Defendant disclosed that the Bandages contained PFAS.

42. Defendant represents and promises that the Bandages are safe and promote health and healing.

43. Defendant does not inform consumers on the Bandages' labels, packaging, marketing, or other representations concerning the Bandages the presence of PFAS in the Bandages. Instead, Defendant represents and creates the impression that the Bandages are free of harmful toxins, and safe and fit for human use. As such, reasonable consumers would and do believe that the Bandages are free from toxic chemicals and safe to use.

<https://www.hsph.harvard.edu/news/features/stricter-federal-guidelines-on-forever-chemicals-in-drinking-water-pose-challenges>.

44. Accordingly, Plaintiff and the Class bargained for a product that was free from harmful toxins and were deprived of the benefit of their bargain when Defendant sold them the Bandages that contained PFAS.

45. The material facts concerning the Bandages concern a critical safety-related defect in the Bandages. As such, Defendant is and at all relevant times was under a continuous duty to disclose to Plaintiff and the Class the true standard, quality and grade of the Bandages and to disclose that the Bandages contain PFAS, a known toxic substance that causes severe and negative health effects. Defendant, as the manufacturer and/or principal of the manufacturer, provided and/or approved of the design, contents, and ingredients of the Bandages. Defendant, as the seller and advertiser (or principal to the advertiser) of the Bandages, knew of the contents of the Bandages and representations and advertisements on and concerning the Bandages. Despite the duty to disclose, Defendant misrepresented and concealed from the public, including Plaintiff and the Class, the true facts concerning the Bandages.

46. Consumers care whether products that they purchase and/or use contain toxic or harmful chemicals.⁸

47. Consumers lack the knowledge, expertise, and means to test or ascertain that the Bandages contain PFAS prior to purchasing the Bandages.

48. Absent testing, consumers, including Plaintiff and the Class, were and are unable to ascertain that the Bandages contain PFAS, because Defendant fails to disclose and conceals that the Bandages contain PFAS and represents that the Bandages are safe and healthy to use.

⁸ See Poll: *Nearly All Americans Say Government Must Ensure Chemicals are Safe Before Use in Consumer Products*, Environmental Working Group (Oct. 2022), available at: <https://www.ewg.org/news-insights/news-release/2022/10/poll-nearly-all-americans-say-government-must-ensure-chemicals> (93% of respondents say that companies are not doing enough to remove toxic chemicals from products); Sabrina Hartman, et al., *Interested Consumers' Awareness of Harmful Chemicals in Everyday Products*, 29 *Environ. Sci. Eur.* 1, 4 (2017), available at: <https://enveurope.springeropen.com/articles/10.1186/s12302-017-0127-8>.

49. Reasonable consumers rely on Defendant to accurately and fully disclose the Bandages' contents, ingredients, and benefits. Reasonable consumers rely on Defendant to comply with its representations concerning the Bandages, and not to manufacture Bandages in such a way as to be contaminated with artificial chemicals that are known to be toxic and harmful. As such, Defendant's misrepresentations and omissions are material to reasonable consumers' decision to purchase the Bandages.

50. Plaintiff and the Class were the intended recipients of Defendant's representations and omissions concerning the Bandages. That Plaintiff and the Class members would, and did, rely on Defendant's misrepresentations and omissions was reasonably foreseeable. The safety, quality, and contents of the Bandages, and that the Bandages are safe for use and free of toxic chemicals, is and was material to a reasonable consumer. A reasonable consumer would attach importance to the information and representations concerning the Bandages and would be induced to act upon Defendant's representations and omissions concerning the Bandages.

51. Defendant had exclusive knowledge of the ingredients and manufacturing process of the Bandages, and obtained or could have obtained information concerning the contents and ingredients of the Bandages, including whether the Bandages contained harmful and toxic chemicals, including PFAS.

52. Defendant controlled, approved, and/or authorized the labels, packaging, advertisements, and representations on and/or concerning the Bandages.

53. Defendant's false, misleading, and material statements and omissions concerning the Bandages were and are intentionally and/or negligently made and render the Bandages worthless or substantially less valuable. Had Defendant disclosed the truth concerning the

Bandages, Plaintiff and the Class members would not have purchased or would have paid substantially less for the Bandages.

54. As such, Plaintiff and the Class members did not obtain the full value of the Bandages as Defendant advertised and represented them to be, due to Defendant's misrepresentations and omissions concerning the Bandages.

CLASS ALLEGATIONS

55. Plaintiff brings this action individually and, pursuant to 735 ILCS 5/2-801, *et seq.*, on behalf of a Class defined as:

All persons who are residents of Illinois who purchased the Bandages.

56. Excluded from the Class are Defendant, any affiliates, parents, subsidiaries, board members, directors, executives, officers, employees, successors, or assigns, the Judge(s) assigned to this case, as well as the Court's staff and immediate family, and the jurors assigned to this action. Plaintiff reserves the right to modify, change, or expand the Class definition after conducting discovery.

57. Numerosity: Upon information and belief, the Class is so numerous that joinder of all members is impracticable. The exact number and identities of individual members of the Class are currently unknown, such information being in the sole possession of Defendant and obtainable by Plaintiff only through the discovery process. Plaintiff believes, and on that basis alleges, that the Class consists of tens of thousands of individuals. The members of the Class will be identifiable through information and records in Defendant's possession, custody, and control.

58. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to:

- a. whether Defendant owed a duty of care;
- b. whether Defendant owed a duty to disclose;
- c. whether Defendant knew or should have known that the Bandages contain PFAS;
- d. whether Defendant failed to disclose that the Bandages contained PFAS;
- e. whether Defendant misrepresented the presence of PFAS in the Bandages;
- f. whether the claims of Plaintiff and the Class members serve a public benefit;
- g. whether Defendant's packaging is false, deceptive, and misleading based on its failure to disclose the presence of PFAS in the Bandages;
- h. whether Defendant's packaging is false, deceptive, and misleading based on the misrepresentations concerning the presence of PFAS in the Bandages;
- i. whether the presence of PFAS in the Bandages is material to a reasonable consumer;
- j. whether Defendant's failure to disclose and/or misrepresent the presence of PFAS in the Bandages is likely to deceive a reasonable consumer;
- k. whether Defendant had knowledge that the failure to disclose and/or misrepresent the presence of PFAS in the Bandages were material and false, deceptive, and/or misleading;
- l. whether Defendant breached its duty of care;
- m. whether Defendant breached its duty to disclose;
- n. Whether Defendant's conduct breached an express warranty;

- o. Whether Defendant's conduct breached an implied warranty;
- p. Whether Defendant's conduct was fraudulent;
- q. Whether Defendant's conduct violated the laws of the State of Illinois;
- r. whether Defendant engaged in unfair trade practices;
- s. whether Defendant engaged in false advertising;
- t. whether Plaintiff and the Class members are entitled to actual, statutory, and punitive damages; and
- u. whether Plaintiff and the Class members are entitled to declaratory and injunctive relief.

59. Typicality: Plaintiff has the same interest in this matter as all Class members, and Plaintiff's claims arise out of the same set of facts and conduct as the claims of all Class members. Plaintiff's and the Class members' claims all arise out Defendant's uniform misrepresentations, omissions, and unlawful and unfair business practices related to the Bandages.

60. Adequacy: Plaintiff is an adequate class representative because Plaintiff's interests do not materially or irreconcilably conflict with the interests of the Class that Plaintiff seeks to represent, Plaintiff has retained counsel competent and highly experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff and counsel will fairly and adequately protect the interests of the Class. Neither Plaintiff nor Plaintiff's counsel have any interests that are antagonistic to the interests of other members of the Class.

61. Superiority: Compared to all other available means of fair and efficient adjudication of the claims of Plaintiff and the Class, a class action is superior. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would

be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Members of the Class can be readily identified and notified based on, *inter alia*, Defendant's records and databases.

CAUSES OF ACTION

COUNT I

**Breach of Express Warranty
(On Behalf of Plaintiff and the Class)**

62. Plaintiff incorporates and realleges all allegations above as if fully set forth herein.

63. In connection with the sale of the Bandages, by and through its statements, representations, and images on the Bandages' labels, packaging, ingredient lists, and other written materials intended for consumers and the general public, Defendant made express representations of fact and/or promises relating to the Bandages to Plaintiff and the Class members.

64. Through its statements, representations and promises, Defendant created an express warranty that the Bandages were safe, comply with scientific, medical, and regulatory standards, and have been subjected to thorough and appropriate studies, testing, and analyses.

65. Defendant's express warranties, representations of fact, and promises concerning the Bandages fail to disclose to Plaintiff, Class members, and the general public that the Bandages contain PFAS.

66. Defendant marketed and advertised the Bandages with the aforementioned express warranties to induce Plaintiff and the Class members to purchase the Bandages. As such, the warranties became part of the basis of the bargain between the parties. Plaintiff and the Class members relied on the warranties that the Bandages were safe to use and fit for their intended purpose when purchasing the Bandages.

67. Defendant breached the aforementioned warranties by delivering a product that failed to comport with the express warranties, in that the Bandages are defective, dangerous, and unfit for their intended use, do not contain labels adequately representing the nature of the risks associated with their intended use, and which are not merchantable or safe for their intended, ordinary, and foreseeable use and purpose.

68. Defendant represented that the Bandages are safe and healthy to use while intentionally withholding information concerning PFAS in the Bandages, as well as the dangers and risks that the presence of PFAS in the Bandages creates when using the Bandages.

69. Defendant had exclusive access to the material facts concerning the ingredients, contents, and manufacturing process of the Bandages, and the nature of the risks associated with the use of the Bandages. Defendant expressly stated on the Bandages' packaging, labels, and advertisements the safety and fitness for human use of the Bandages, and knew that consumers, such as Plaintiff and the Class members, could not have reasonably discovered that the Bandages contained PFAS and that Defendant's statements were inaccurate and inadequate.

70. Plaintiff and the Class members are in privity of contract with Defendant, or Defendant's agents, distributors, dealers, or authorized dealers.

71. As a direct and proximate result of Defendant's breaches of the express warranties, Plaintiff and the Class members suffered ascertainable losses in an amount to be determined at

trial. Moreover, because the Bandages contain PFAS and are unfit for their intended use, Plaintiff and the Class members will incur costs to discontinue and replace the Bandages.

COUNT II
Breach of Implied Warranty
(On Behalf of Plaintiff and the Class)

72. Plaintiff incorporates and realleges all allegations above as if fully set forth herein.

73. At all relevant times, Defendant is and was the merchant, manufacturer, distributor, warrantor, and/or seller of the Bandages. Defendant is and was in the business of marketing, promoting, and selling the Bandages to the public. Defendant designed, developed, manufactured, warranted, and/or sold the Bandages knowing that consumers, including Plaintiff and the Class members, would use the Bandages.

74. Each of the Bandages sold by Defendant was provided with an implied warranty that the Product is merchantable and fit for the ordinary purpose for which it was sold. Defendant expected that consumers, including Plaintiff and the Class members, would use the Bandages for their ordinary, intended, and foreseeable use, the application to open wounds, cuts, and abrasions. Plaintiff and the Class members expected that the Bandages would be usable and perform consistent with the packaging, labeling, and advertising on and concerning the Bandages.

75. However, the Bandages were not and are not fit for their ordinary and intended purposes, either at the time of sale or thereafter, because, *inter alia*, the Bandages suffered from a defect and are dangerous for human use and consumption. The Bandages cannot be safely used or consumed without exposure to the PFAS, and thus are not fit for their ordinary purpose.

76. Defendant breached the implied warranty of merchantability because the Bandages were not in a merchantable condition when sold as the Bandages contain a material defect and pose an unreasonable risk due to being contaminated with PFAS.

77. Defendant did not disclaim the warranty of merchantability and fitness for a particular purpose.

78. As a direct and proximate result of Defendant's breach of the implied warranties, Plaintiff and the Class members suffered ascertainable losses in an amount to be determined at trial. Moreover, because the Bandages contain PFAS and are unfit for their intended use, Plaintiff and the Class members will incur costs to discontinue and replace the Bandages.

COUNT III
FRAUD
(On Behalf of Plaintiff and the Class)

79. Plaintiff incorporates and realleges all allegations above as if fully set forth herein.

80. At the time of purchase, Defendant concealed and failed to disclose on the Bandages' packaging, labels, and advertisements the material fact that the Bandages were contaminated and contained PFAS, and that the Bandages were not safe for human use.

81. Instead, Defendant affirmatively represented that the Bandages were safe, healthy, and fit for humans (including children) to use without any negative health effects.

82. It is widely known and publicized that PFAS are harmful to humans, animals and the environment. Governmental agencies, non-governmental organizations, and experts have frequently and widely reported the severe risks and dangers that PFAS present. Defendant knew or should have known that PFAS are harmful, dangerous and unsafe for humans, and that concealing the known and material facts from consumers is detrimental and harmful to them.

83. Defendant also knew that its omissions and misrepresentations concerning the Bandages were material and that reasonable consumers would rely on Defendant's representations, warranties, and omissions in their decision to purchase the Bandages.

84. Plaintiff and the Class members did not know, and could not have known through reasonable diligence, about the true nature of the Bandages. Defendant had superior knowledge

and knew that Plaintiff and the Class members would rely on Defendant's representations, warranties, and omissions regarding the quality, ingredients, and contents of the Bandages. Defendant knew that consumers lack the meaningful ability to test or independently verify or ascertain whether the Bandages contain PFAS, especially at the point of sale of the Bandages.

85. Defendant's concealment was material and intentional because Defendant knows that consumers are concerned about what they consume and use on their bodies, the contents and ingredients in the Bandages, and their exposure to PFAS. Consumers, like Plaintiff and the Class members, rely on and are influenced by lists of ingredients, contents, and warnings (or lack thereof) on the Bandages, packaging, and advertisements. Defendant knew that if it advised consumers that the Bandages are contaminated with and contain PFAS, Plaintiffs and the Class members would not have purchased the Bandages or would have paid significantly less for them. Defendant intentionally concealed that the Bandages contain PFAS to increase sales of the Bandages and charge more for them.

86. Defendant had a duty to disclose to consumers that the Bandages are contaminated and contain PFAS. Defendant failed to disclose these material facts to consumers.

87. Plaintiff and the Class members reasonably relied on Defendant's misrepresentations, warranties, and omissions in their decisions to purchase the Bandages.

88. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class members suffered damages in an amount to be determined at trial, including punitive damages concerning Defendant's intentional concealment of material facts.

COUNT IV
VIOLATION OF ILLINOIS CONSUMER FRAUD ACT
815 ILCS 505/1et seq.
(On Behalf of Plaintiff and the Class)

89. Plaintiff incorporates and realleges all allegations above as if fully set forth herein.

90. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/1, *et seq.*, prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices” in the conduct of trade or commerce. 815 ILCS 505/2.

91. Plaintiff and Class members are “consumers” as that term is defined by the ICFA.

92. Defendant is a “person” within the meaning of the ICFA.

93. The Bandages are “merchandise” as the term is defined by the ICFA.

94. Defendant engaged in unfair competition and unfair, unlawful, and/or fraudulent business practices by the conduct, statements, and omissions described above, and by misleading and concealing from Plaintiffs and Class members that the Bandages contain PFAS.

95. Defendant violated the ICFA by knowingly misrepresenting and failing to disclose to consumers, including Plaintiff and the Class members, on the Bandages’ packaging, labels, and advertisements the material fact that the Bandages were contaminated with and contained PFAS.

96. Defendant knew or should have known the Bandages were not of the true quality advertised because they contained and were contaminated with PFAS.

97. Defendant’s pattern of knowing concealment, omissions, misrepresentations, and other deceptive conduct were likely to deceive or cause misunderstanding and did in fact deceive Plaintiff and the Class members with respect to the Bandages’ safety and suitability for consumption.

98. Defendant intended for Plaintiff and the Class members to rely on its omissions, concealment, misrepresentations, implied warranties, and/or deception regarding the Bandages’ safety and suitability for consumption.

99. Defendant’s conduct, omissions, and misrepresentations described herein occurred repeatedly in the course of trade or commerce.

100. Defendant was under a duty to disclose the omissions because Defendant undertook the disclosure of information about the Bandages on the Bandages' packaging.

101. Defendant failed to discharge its duty to disclose the omissions.

102. The facts concealed, omitted, or not disclosed by Defendant were material facts in that Plaintiff and the Class and any reasonable consumer would have considered them in deciding whether to purchase the Bandages. Had Plaintiff and the Class known the Bandages were contaminated with and contained PFAS, they would not have purchased the Bandages or would have paid significantly less for them.

103. Defendant's acts and practices are unfair because they offend public policy, are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers, including Plaintiffs and members of the Class. Defendant concealed, omitted, or not disclosed to Plaintiff and Class members the material facts in that the Bandages are contaminated with and contain PFAS. The injuries suffered by Plaintiffs and the Class greatly outweigh any potential countervailing benefit to consumers or competition, and are not injuries that Plaintiffs and Class members should have reasonably avoided

104. Defendant's unlawful conduct is continuing, with no indication that it intends to cease this fraudulent course of conduct.

105. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class members suffered actual damages by purchasing Products they would not have purchased or would have paid significantly less for them for had Defendant's omissions been disclosed, and/or receiving Products that were worthless because they contain and are contaminated with PFAS.

106. Plaintiff and the Class members would not have purchased the Bandages or would have paid significantly less for them had they known that the Bandages do not conform to the packaging.

COUNT V
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Class)
(In the Alternative)

107. Plaintiff incorporates and realleges all allegations above as if fully set forth herein.

108. Plaintiff and the Class members conferred benefits on Defendant by purchasing the Bandages.

109. Defendant was unjustly enriched in retaining the revenues from Plaintiff's and the Class members' purchases of the Bandages. Retention of the monies under the circumstances is unjust and inequitable. Defendant misrepresented and failed to disclose that the Bandages contained toxic chemicals known to be harmful to humans and the environment and were unfit for their intended purpose and unsafe for use. Defendant's misrepresentations and omissions caused injuries to Plaintiff and the Class members because they would not have purchased the Bandages, or would have paid substantially less for the Bandages, if Defendant had disclosed the true facts.

110. Defendant's retention of the benefits conferred upon it by Plaintiff and the Class members is unjust.

111. The disgorgement of the profits is appropriate because Plaintiff and the Class members lack an adequate remedy at law. Without compensation for full price of the Bandages, or the full price premium that Plaintiff and the Class members paid for the Bandages, Plaintiff and the Class members would be left without power to obtain relief and/or ensure that Defendant discloses the truth about the Bandages. Disgorgement of the full price of the Bandages and/or the

price premium paid by purchasers will restore Plaintiff and the Class members to the position they would have been had Defendant not made the misrepresentations and omissions.

112. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff and the Class members suffered injuries and seek the disgorgement and restitution of Defendant's wrongful profits, revenues, and benefits, plus interest, in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in Plaintiff and the Class's favor and against Defendant, as follows:

- A. That the Court certify this action as a class action, proper and maintainable pursuant to 735 ILCS 5/2-801, *et seq.*, declare that Plaintiff is a proper class representative; and appoint Plaintiff's Counsel as Class Counsel;
- B. That the Court grant permanent injunctive relief to prohibit Defendant from continuing to engage in the unlawful acts, omissions, misrepresentations, and practices described herein;
- C. That the Court award Plaintiff and the Class members compensatory, consequential, actual and general damages, restitution and equitable relief in an amount to be determined at trial;
- D. That the Court award Plaintiff and the Class members statutory damages, and punitive or exemplary damages, to the extent permitted by law;
- E. That the Court award to Plaintiff the costs and disbursements of the action, along with reasonable attorneys' fees, costs, and expenses;
- F. That the Court award pre- and post-judgment interest at the maximum legal rate;
- G. That the Court grant all such equitable relief as it deems proper and just, including, but not limited to, disgorgement and restitution; and
- H. That the Court grant all other relief as it deems just and proper.

JURY TRIAL DEMANDED

Plaintiff, individually and on behalf of all others similarly situated, demands a trial by jury on all issues so triable.

Date: August 14, 2024

Respectfully submitted,

s/ Nickolas J. Hagman

Daniel O. Herrera

Nickolas J. Hagman

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