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Superior Court of California,  
County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Radillo, Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES**  
9 **UNLIMITED JURISDICTION**

10 SARAH SOM-DOTSON,  
11 individually, and on behalf of others  
12 similarly situated,

13 Plaintiff,

14 vs.

15 ALCON LABORATORIES, INC.,

16 Defendant.

Case No. **26STCV10487**

**CLASS ACTION COMPLAINT**

- (1) Violation of False Advertising Law (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

(Amount to Exceed \$35,000)

**Jury Trial Demanded**

1 Now comes the Plaintiff, SARAH SOM-DOTSON (“Plaintiff”), individually  
2 and on behalf of all others similarly situated, by and through her attorneys, and for  
3 her Class Action Complaint against the Defendant, ALCON LABORATORIES,  
4 INC. (“Defendant”), Plaintiff alleges and states as follows:

5 **PRELIMINARY STATEMENTS**

6 1. This is an action for damages, injunctive relief, and any other available  
7 legal or equitable remedies, for violations of False Advertising Law (Cal. Business  
8 & Professions Code §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business  
9 & Professions Code §§ 17200 *et seq* resulting from the illegal actions of Defendant,  
10 in advertising and labeling its products as preservative free, when the products  
11 contain boric acid. Plaintiff alleges as follows upon personal knowledge as to herself  
12 and his own acts and experiences, and, as to all other matters, upon information and  
13 belief, including investigation conducted by her attorneys.

14 **JURISDICTION AND VENUE**

15 2. This class action is brought pursuant to California Code of Civil  
16 Procedure § 382. All causes of action in the instant complaint arise under California  
17 statutes.

18 3. This court has personal jurisdiction over Defendant, because  
19 Defendant do business within the State of California and County of Los Angeles.

20 4. Venue is proper in this Court because Defendant do business *inter alia*  
21 in the county of Los Angeles and a significant portion of the conduct giving rise to  
22 Plaintiff’s Claims happened here.

23 **PARTIES**

24 5. Plaintiff is an individual who was at all relevant times residing in Los  
25 Angeles, California.

26 6. Defendant is a Delaware corporation headquartered in Fort Worth,  
27 Texas.

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

3                                   **FACTS COMMON TO ALL COUNTS**

4           8. Defendant manufacture, advertise, market, sell, and distribute eye drop  
5 products throughout California and the United States under brand name Systane.

6           9. During the Class Period all of Defendant’s Systane products (the  
7 “Products”) were advertised as containing “preservative free” when they contained  
8 boric acid.

9           10. Boric acid inhibits the growth of bacteria by disrupting essential  
10 metabolic processes of microorganisms including protein synthesis and enzymatic  
11 function.

12           11. Boric acid is used as a preservative in cosmetics, including multidose  
13 eyedrops.<sup>1</sup>

14           12. As a result, boric acid is a preservative in the Products because it has  
15 bacteriostatic effects.

16                                   **PLAINTIFF’S PURCHASE OF THE PRODUCT**

17           13. On or about September 11, 2025, Plaintiff purchased one of the  
18 Products from amazon.com from her home in Los Angeles.

19           14. Prior to purchasing the Product, Plaintiff reviewed the label the stated  
20 the Product she was purchasing was “preservative free”.

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22 ///

23 ///

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25 \_\_\_\_\_  
26 <sup>1</sup> Savić, S. D., Ćirić, A., & Pantelić, I. (2020). Boric acid, a Lewis acid with  
27 unique and unusual properties. *Journal of Pharmaceutical Sciences*, 109(12),  
28 3574–3581. <https://doi.org/10.1016/j.xphs.2020.09.003>

1            15.    When purchasing the Product Plaintiff made her purchasing decision  
2 because of the labeling on the Product that read “preservative free” as depicted  
3 below:



1           16.    Persons, like Plaintiff herein, have an interest in purchasing products  
2 that do not contain false and misleading claims.

3           17.    Plaintiff is interested in purchasing the Products again in the future,  
4 and as a result she will be harmed if Defendant is not forced to correct the fraudulent  
5 labeling or remove the boric acid.

6           18.    Plaintiff has been deprived of her legally-protected interest to obtain  
7 true and accurate information about the consumer products she buys as required by  
8 California Law.

9           19.    As a result, Plaintiff and the class members have been misled into  
10 purchasing Products that did not provide them with the benefit of the bargain they  
11 paid money for, namely that the Products did not contain preservatives.

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

16           21.    Defendant by including “preservative free” increased consumer  
17 demand for the Products by incentivizing consumers to purchase them to receive  
18 desirable product features.

19           22.    However, as described above, the “preservative” label on Defendant’s  
20 Products is misleading, and consumers have been therefore deprived of that product  
21 feature. As a result, Defendant has been able to sell the Products at a greater price  
22 and/or in greater quantity than if Defendant did not include the challenged labeling,  
23 but without providing consumers with the promised product feature. Stated  
24 otherwise, Defendant coerced consumers to base their purchasing decision in  
25 material part on false claims, thereby fraudulently, deceptively, and unfairly  
26 increasing consumer demand for the product. Defendant profited from these acts  
27 by extracting additional funds from consumers than otherwise would not have been  
28 paid for Class Products, and also harmed competitors by luring would-be consumers

1 of competitive products away from law-abiding products that were not so falsely  
2 advertised

3 23. Furthermore, due to Defendant's intentional, deceitful practice of  
4 labeling the Products as containing "preservative free" Plaintiff could not have  
5 known that the Products contained a preservative.

6 24. By making false and misleading claims about the qualities of the  
7 Products, Defendant impaired Plaintiff's ability to choose the type and quality of  
8 the Products she chose to buy.

9 25. Defendant, and not Plaintiff, the Class, or Sub-Class, knew or should  
10 have known that the boric acid contained in the Products was a preservative, and  
11 that Plaintiff, the Class, and Sub-Class members would not be able to tell the  
12 Products contained preservatives unless Defendant expressly told them, as required  
13 by law.

14 26. As a result of Defendant's acts and omissions outlined above, Plaintiff  
15 has suffered concrete and particularized injuries and harm, which include, but are  
16 not limited to, the following:

- 17 a. Lost money as a result in a shift of the consumer demand curve  
18 which increases consumer demand, the number of units sold,  
19 and the price of the Products;
- 20 b. Wasting Plaintiff's time; and
- 21 c. Stress, aggravation, frustration, loss of trust, loss of serenity, and  
22 loss of confidence in product labeling.

23 **CLASS ALLEGATIONS**

24 27. Plaintiff brings this action on behalf of herself and all others similarly  
25 situated, as members of the proposed class (the "Class"), defined as follows:

26 All persons within the United States who purchased the  
27 Products within four years prior to the filing of the  
28 original Complaint through to the date of class  
certification.

1  
2 28. Plaintiff also brings this action on behalf of herself and all others  
3 similarly situated, as a member of the proposed California sub-class (the “Sub-  
4 Class”), defined as follows:

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

8 29. Defendant, their employees and agents are excluded from the Class and  
9 Sub-Class. Plaintiff does not know the number of members in the Class and Sub-  
10 Class, but believe the members number in the thousands, if not more. Thus, this  
11 matter should be certified as a Class Action to assist in the expeditious litigation of  
12 the matter.

13 30. The Class and Sub-Class are so numerous that the individual joinder  
14 of all of their members is impractical. While the exact number and identities of their  
15 members are unknown to Plaintiff at this time and can only be ascertained through  
16 appropriate discovery, Plaintiff is informed and believes and thereon alleges that  
17 the Class and Sub-Class include thousands, if not millions of members. Plaintiff  
18 alleges that the class members may be ascertained by the records maintained by  
19 Defendant.

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

24 32. There are questions of law and fact common to the Class and Sub-Class  
25 affecting the parties to be represented. The questions of law and fact common to the  
26 Class and Sub-Class predominate over questions which may affect individual class  
27 members and include, but are not necessarily limited to, the following:  
28

- a. Whether the Defendant intentionally, negligently, or recklessly disseminated false and misleading information by labeling the Products as “preservative free” when the Products contain boric acid;
- b. Whether the Class and Sub-Class members were informed that the Products contained preservatives;
- c. Whether the Products contained preservatives;
- d. Whether Defendant’s conduct was unfair and deceptive;
- e. Whether Defendant unjustly enriched themselves as a result of the unlawful conduct alleged above;
- f. Whether the inclusion of preservatives in the Products is a material fact;
- g. Whether there should be a tolling of the statute of limitations; and
- h. Whether the Class and Sub-Class are entitled to restitution, actual damages, punitive damages, and attorney fees and costs.

33. As a resident of the United States and the State of California who purchased the Products, Plaintiff is asserting claims that are typical of the Class and Sub-Class.

34. Plaintiff has no interests adverse or antagonistic to the interests of the other members of the Class and Sub-Class.

35. Plaintiff will fairly and adequately protect the interests of the members of the Class and Sub-Class. Plaintiff has retained attorneys experienced in the prosecution of class actions.

36. A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class and Sub-Class members is impracticable. Even if every Class and Sub-Class member could afford individual litigation, the court system could not. It

1 would be unduly burdensome to the courts in which individual litigation of  
2 numerous issues would proceed. Individualized litigation would also present the  
3 potential for varying, inconsistent or contradictory judgments and would magnify  
4 the delay and expense to all parties, and to the court system, resulting from multiple  
5 trials of the same complex factual issues. By contrast, the conduct of this action as  
6 a class action presents fewer management difficulties, conserves the resources of  
7 the parties and of the court system and protects the rights of each class member.  
8 Class treatment will also permit the adjudication of relatively small claims by many  
9 class members who could not otherwise afford to seek legal redress for the wrongs  
10 complained of herein.

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

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

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

22 **COUNT I**  
23 **VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING ACT**  
24 **(Cal. Bus. & Prof. Code §§ 17500 et seq.)**  
25 **On behalf of the Class and the Sub-Class**

26 40. Plaintiff incorporates by reference each allegation set forth above in  
27 paragraphs 1 through 39.  
28

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

8           42. California Business and Professions Code section 17500, *et seq.*’s  
9 prohibition against false advertising extends to the use of false or misleading  
10 written statements.

11           43. Defendant misled consumers by making misrepresentations and  
12 untrue statements about the Class Products, namely, Defendant sold the Products  
13 with labeling claiming the Products do not contain preservatives, and made false  
14 representations to Plaintiff and other putative class members in order to solicit  
15 these transactions.

16           44. Specifically, Defendant claimed the Products were “preservative  
17 free” when the Products contained boric acid, a preservative.

18           45. Defendant knew that their representations and omissions were untrue  
19 and misleading, and deliberately made the aforementioned representations and  
20 omissions in order to deceive reasonable consumers like Plaintiff and other Class  
21 and Sub-Class Members.

22           46. As a direct and proximate result of Defendant’s misleading and false  
23 advertising, Plaintiff and the other Class Members have suffered injury in fact and  
24 have lost money or property. Plaintiff reasonably relied upon Defendant’s  
25 fraudulent statements regarding the Products, namely that they did not know the  
26 Products contained synthetic ingredients. In reasonable reliance on Defendant’s  
27 omissions of material fact and false advertisements, Plaintiff and other Class  
28 Sub-Class Members purchased the Products. In turn Plaintiff and other Class

1 Members ended up with products that turned out to actually be different than  
2 advertised, and therefore Plaintiff and other Class Members have suffered injury  
3 in fact.

4 47. Plaintiff alleges that these false and misleading written  
5 representations made by Defendant constitute a “scheme with the intent not to sell  
6 that personal property or those services, professional or otherwise, so advertised  
7 at the price stated therein, or as so advertised.”

8 48. Defendant advertised to Plaintiff and other putative class members,  
9 through written representations and omissions made by Defendant and its  
10 employees, that the Class Products would be free of preservatives.

11 49. Defendant knew that the Class Products did in fact contain  
12 preservatives.

13 50. Thus, Defendant knowingly sold Class Products to Plaintiff and other  
14 putative class members that contained preservatives and were not free of  
15 preservatives.

16 51. The misleading and false advertising described herein presents a  
17 continuing threat to Plaintiff and the Class and Sub-Class Members in that  
18 Defendant persists and continues to engage in these practices, and will not cease  
19 doing so unless and until forced to do so by this Court. Defendant’s conduct will  
20 continue to cause irreparable injury to consumers unless enjoined or restrained.  
21 Plaintiff is entitled to preliminary and permanent injunctive relief ordering  
22 Defendant to cease their false advertising, as well as disgorgement and restitution  
23 to Plaintiff and all Class Members Defendant’s revenues associated with their false  
24 advertising, or such portion of those revenues as the Court may find equitable.



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

5           56. Here, Defendant’s conduct has caused and continues to cause  
6 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
7 the Class have suffered injury in fact due to Defendant’s decision to sell them  
8 fraudulently labeled products (Class Products). Thus, Defendant’s conduct has  
9 caused substantial injury to Plaintiff and the members of the Class and Sub-Class.

10           57. Moreover, Defendant’s conduct as alleged herein solely benefits  
11 Defendant while providing no benefit of any kind to any consumer. Such  
12 deception utilized by Defendant convinced Plaintiff and members of the Class that  
13 the Class Products were “preservative free”, in order to induce them to spend  
14 money on said Class Products. In fact, knowing that Class Products, by their  
15 objective terms contained preservatives, unfairly profited from their sale, in that  
16 Defendant knew that the expected benefit that Plaintiff would receive from this  
17 feature is nonexistent, when this is typically never the case in situations involving  
18 consumer products. Thus, the injury suffered by Plaintiff and the members of the  
19 Class and Sub-Class is not outweighed by any countervailing benefits to  
20 consumers.

21           58. Finally, the injury suffered by Plaintiff and members of the Class and  
22 California Sub-Class is not an injury that these consumers could reasonably have  
23 avoided. After Defendant, fraudulently labeled the Class Products as  
24 “preservative free” the Plaintiff, Class members, and Sub-Class Members suffered  
25 injury in fact due to Defendant’s sale of Class Products to them. Defendant failed  
26 to take reasonable steps to inform Plaintiff and Class and Sub-Class members that  
27 the Class Products contained preservatives and are not free of preservatives as a  
28 result. As such, Defendant took advantage of Defendant’s position of perceived

1 power in order to deceive Plaintiff and the Class members to purchase the  
2 products. Therefore, the injury suffered by Plaintiff and members of the Class is  
3 not an injury which these consumers could reasonably have avoided.

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

### 6 **FRAUDULENT**

7 60. California Business & Professions Code § 17200 prohibits any  
8 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
9 prong of the UCL, a consumer must allege that the fraudulent business practice  
10 was likely to deceive members of the public.

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

15 62. Here, not only were Plaintiff and the Class and Sub-Class members  
16 likely to be deceived, but these consumers were actually deceived by Defendant.  
17 Such deception is evidenced by the fact that Plaintiff agreed to purchase Class  
18 Products at a price premium even though the Products contained preservatives.  
19 Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the  
20 unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is  
21 likely that Defendant's fraudulent business practice would deceive other members  
22 of the public.

23 63. As explained above, Defendant deceived Plaintiff and other Class  
24 Members by labeling the Products as "preservative free" when in fact the Products  
25 contain preservatives.

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

28

## UNLAWFUL

1  
2 65. California Business and Professions Code Section 17200, et seq.  
3 prohibits “any unlawful...business act or practice.”

4 66. As explained above, Defendant deceived Plaintiff and other Class  
5 Members by labeling the Products as “preservative free”, when in fact the Products  
6 contain preservatives.

7 67. Defendant used false advertising, marketing, and misrepresentations  
8 to induce Plaintiff and Class and Sub-Class Members to purchase the Class  
9 Products, in violation of California Business and Professions Code Section 17500,  
10 et seq.

11 68. Had Defendant not falsely advertised, marketed or misrepresented the  
12 Class Products, Plaintiff and Class Members would not have purchased the Class  
13 Products. Defendant’s conduct therefore caused and continues to cause economic  
14 harm to Plaintiff and Class Members. These representations by Defendant are  
15 therefore an “unlawful” business practice or act under Business and Professions  
16 Code Section 17200 *et seq.*

17 69. Defendant has thus engaged in unlawful, unfair, and fraudulent  
18 business acts entitling Plaintiff and Class and Sub-Class Members to judgment and  
19 equitable relief against Defendant, as set forth in the Prayer for Relief.  
20 Additionally, pursuant to Business and Professions Code section 17203, Plaintiff  
21 and Class and Sub-Class Members seek an order for public injunctive relief  
22 requiring Defendant to immediately cease such acts of unlawful, unfair, and  
23 fraudulent business practices and requiring Defendant to correct its actions.

## MISCELLANEOUS

24  
25 70. Plaintiff and Classes Members allege that they have fully complied  
26 with all contractual and other legal obligations and fully complied with all  
27 conditions precedent to bringing this action or all such obligations or conditions  
28

1 are excused.

2  
3 **REQUEST FOR JURY TRIAL**

4 71. Plaintiff requests a trial by jury as to all claims so triable.

5  
6 **PRAYER FOR RELIEF**

7 72. Plaintiff, on behalf of herself and the Class and Sub-Class, requests  
8 the following relief:

- 9 (a) An order certifying the Class and Sub-Class and appointing  
10 Plaintiff as Representative of the Class and Sub-Class;
- 11 (a) An order certifying the undersigned counsel as Class and Sub-  
12 Class Counsel;
- 13 (b) An order requiring Defendant to engage in corrective  
14 advertising regarding the conduct discussed above;
- 15 (c) Actual damages suffered by Plaintiff and Class and Sub-Class  
16 Members as applicable or full restitution of all funds acquired  
17 from Plaintiff and Class and Sub-Class Members from the sale  
18 of misbranded Class Products during the relevant class period;
- 19 (d) Any and all statutory enhanced damages;
- 20 (e) An order for public injunctive relief on behalf of all California  
21 consumers;
- 22 (f) All reasonable and necessary attorneys' fees and costs provided  
23 by statute, common law or the Court's inherent power;
- 24 (g) Pre- and post-judgment interest; and
- 25 (h) All other relief, general or special, legal and equitable, to which  
26 Plaintiff and Class and Sub-Class Members may be justly  
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entitled as deemed by the Court.

Dated: April 1, 2026

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC



By:

TODD M. FRIEDMAN, ESQ.

Attorney for Plaintiff