

this Notice of Removal as Exhibit 2, ¶¶1, 2, 7, 8, 53, 92, 104. Plaintiffs assert claims against Unilever, LEK and Conopco, Inc. (“Conopco”) for negligence and/or gross negligence, strict liability and unjust enrichment, Am. Compl., Counts IV – VI, and additional claims against Unilever for breach of express warranty, violation of the Kentucky Consumer Protection Act (the “KCPA”), and violation of the Magnuson-Moss Warranty Act. *Id.*, Counts I – III. The Product was sold to consumers by retail merchants from the beginning of December, 2011 to the beginning of May, 2012, under the name Suave® Professionals Keratin Infusion 30 Day Smoothing Kit. *See* Ex. 2, Am. Compl. ¶¶ 22, 38.

4. As set forth below, Unilever has satisfied all procedural requirements for removal. In addition, federal jurisdiction lies here, and the Amended Complaint is removable to this Court, under CAFA. CAFA jurisdiction exists because the proposed plaintiff class (i) has at least 100 putative class members, (ii) asserts an aggregate amount in controversy in excess of \$5,000,000, exclusive of interest and costs, and (iii) includes class members whose citizenship is diverse from that of Unilever. 28 U.S.C. §§ 1332(d)(2), (d)(5).

I. UNILEVER HAS SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL.

5. A named defendant’s time to remove an action under 28 U.S.C. § 1446(b) “is triggered by simultaneous service of the summons and complaint, or receipt of the complaint, ‘through service or otherwise,’ after and apart from service of summons.” *Murphy Bros. Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999). A defendant’s receipt of a courtesy copy of a complaint unattended by formal service does not trigger its time to remove under 28 U.S.C. § 1446(b). *Id.* at 347-48.

6. Unilever was never served with the Initial Complaint. Unilever was first served with process in this action on March 22, 2013, when the Amended Complaint and Summons was

received by Unilever's statutory agent for service, the Corporation Trust Company, having been sent by certified mail. *See* Service of Process Transmittal attached hereto as Exhibit 3. Under Kentucky law, service by registered or certified mail is complete upon delivery. Kentucky CR 4.01. Accordingly, under 28 U.S.C. § 1446(b) a Notice of Removal for this action is timely filed on or before April 21, 2013, within thirty days of the March 22, 2013 service of the Summons and Amended Complaint.

7. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon counsel for plaintiffs and a copy is being filed with the Clerk of the Jefferson Circuit Court in Jefferson County, Kentucky.

8. Consent of the other defendants to removal of this action is not required under CAFA. 28 U.S.C. § 1453(b).

II. THIS COURT HAS SUBJECT MATTER JURISDICTION OVER THIS ACTION UNDER CAFA.

9. Under CAFA, this Court has diversity jurisdiction over any class action in which (1) at least one class member "is a citizen of a State different from any defendant," (2) the asserted class has at least 100 putative class members and (3) the aggregate amount in controversy "exceeds the sum or value of \$5,000,000." 28 U.S.C. § 1332(d)(2), (d)(5). A "class action" includes any civil action filed under Federal Rule of Civil Procedure 23 or "similar State statute or rule of judicial procedure," 28 U.S.C. § 1332(d)(1)(B), such as Rule 23 of the Kentucky Rules of Civil Procedure invoked by plaintiffs in this case. *See* Ex. 2, Am. Compl. ¶ 64.

A. The Minimal Diversity Requirement Is Satisfied.

10. The Amended Complaint alleges that the two named plaintiffs reside in Kentucky. Ex. 2, Am. Compl. ¶¶ 14-15. Plaintiffs seek to represent a purported class consisting of

Kentucky residents who purchased the Product. *Id.* ¶ 64. Thus, the putative class clearly includes alleged members who are citizens and residents of Kentucky.

11. Unilever is a corporation organized under the laws of Delaware and maintains its principal place of business in New Jersey. *See* Ex. 2, Am. Compl. ¶ 16. Unilever is therefore a citizen of Delaware and New Jersey for purposes of federal jurisdiction. 28 U.S.C. § 1332(c)(1). Defendant Conopco, Inc. (“Conopco”) is a corporation organized under the laws of New York and maintains its principal place of business in New Jersey. *See* Ex. 2, Am. Compl. ¶ 18. Conopco is therefore a citizen of Delaware and New Jersey for purposes of federal jurisdiction. 28 U.S.C. § 1332(c)(1). Plaintiff alleges that defendant LEK is a foreign corporation with its principal place of business in Knowlton, Quebec, Canada. *See* Ex. 2, Am. Compl. ¶ 17. Accordingly, the minimal diversity requirement of 28 U.S.C. § 1332(d)(2)(A) is satisfied, because at least one member of the putative class of plaintiffs is a citizen of a state different than Unilever, Conopco and LEK.

B. The Alleged Class Has At Least 100 Putative Members.

12. The named plaintiffs seek to represent the following putative class:

[A]ll Kentucky residents who purchased the Product for personal or household use at any time since the date in 2011 that the Product was first made available to consumers ...

Ex. 2, Am. Compl. ¶ 64-65.

13. Plaintiffs do not allege the approximate size of the putative class, but they do allege that “Plaintiffs and the members of the Class they seek to represent are so numerous that joinder of all members individually, in one action or otherwise, is impractical.” *Id.* ¶ 66. As set forth below, it is clear that plaintiffs seek relief on behalf of more than 100 putative class members.

14. The number of units of the Product sold at retail serves as a reasonable proxy for the number of consumers that purchased the Product, and therefore for the number of putative class members. A unit of the Product contained one single-use treatment, so each individual who used the Product consumed a separate kit. *See* Ex. 1, Compl., at Exhibit A-B. The product packaging instructed consumers not to use the Product more than once within a three month period, and the Product was on the market for less than six months. *See* Ex. 2, Am. Compl., at Exhibit A-B; *id.* ¶¶ 22, 38. Plaintiff's allegation that consumers experienced negative results from their use of the Product, if taken as true for the purpose of evaluating removal jurisdiction, suggests that consumers would not have purchased the Product a second time. *See* Ex. 2, Am. Compl. ¶ 35. Accordingly, each retail sale of a unit of the Product more likely than not represents a separate consumer. *See Salling v. Budget Rent-A-Car Systems, Inc.*, 672 F.3d 442, 443 (6th Cir. 2012) (requiring defendant to show that the jurisdictional requirements for removal have been met "by a preponderance of the evidence").

15. The Amended Complaint asserts that "the Defendants sold hundreds, if not thousands of Treatment kits to Kentucky residents." Ex. 2, Am. Compl. ¶ 66. With each sale representing a purchase by a separate consumer, it follows that "hundreds, if not thousands" of Kentucky residents purchased the Product. Moreover, sales records maintained by Unilever show that retailers sold approximately 9600 units of the Product in Kentucky during 2012. *See* Declaration of Uzma Rauf, attached hereto as Exhibit 4. The putative class thus exceeds the jurisdictional requirement of at least 100 members.

C. The Aggregate Amount In Controversy Exceeds \$5,000,000, Exclusive of Interest and Costs.

16. Plaintiffs seek aggregate damages, on behalf of themselves and the alleged class, that exceed the \$5,000,000 threshold required by CAFA. While Unilever disputes and

controverts plaintiffs' allegations regarding both liability and entitlement to the relief demanded, the Sixth Circuit assesses the amount in controversy "from the perspective of the plaintiff, with a focus on the economic value of the rights he seeks to protect." *Woodmen of the World/Omaha Woodmen Life Ins. Soc. v. Scarbro*, 2005 WL 873369, 129 Fed. App'x 194, 195-96 (6th Cir. April 18, 2005). CAFA jurisdiction is proper if it can "reasonably be deduced from the allegations in [the] Complaint, referred to in Defendant's Notice of Removal, that the amount in controversy more likely than not exceeds \$5 million." *England v. Adv. Stores Co.*, 2008 WL 4372902, at *2 (W.D. Ky. Sept. 22, 2008).¹

17. While Plaintiffs' Amended Complaint does not expressly plead the aggregate damages of their proposed class, the sales data maintained by Unilever for the Louisville, Kentucky market establish that the size of this allegedly state-wide class can be conservatively estimated at 9600 members. *See supra* ¶¶ 15-16.² The amount in controversy therefore exceeds the jurisdictional minimum under CAFA if the average amount of damages sought by each purported class member is \$520.83 (dividing \$5 million by 9600). The amount of damages alleged by the named plaintiffs, the nature of plaintiffs' claims, and the types of relief sought demonstrate that it is more likely than not that the amount in controversy is well above that threshold.

18. Plaintiffs seek compensatory damages, punitive damage and attorneys' fees on behalf of themselves and the purported members of the putative class for alleged hair and scalp

¹ In a removal action where the complaint does not specify the amount in controversy, the defendant must show that it is "more likely than not" that the claims meet the amount in controversy requirement. The Sixth Circuit has explicitly rejected the more "daunting burden of proving, to a legal certainty, that the plaintiff's damages are not less than the amount-in-controversy requirement." *Gafford v. Gen. Elec. Co.*, 997 F.2d 150, 158-59 (6th Cir. 1993), *abrogated on other grounds by Hertz Corp. v. Friend*, 559 U.S. 77 (2010).

² This approach provides a conservative estimate because it excludes nearly a full month of product sales in 2011, *See* Ex. 2, Am. Compl. ¶ 22 (stating December 9, 2011 as the Product release date), and because the 2012 statistics are not comprehensive. Ex. 4, Rauf Decl. at 3.

injuries from a product they claim was both defective and unaccompanied by sufficient warnings.

19. The amounts they demand for compensatory damages include, but are not limited to:

a) the unspecified expenses of medical assessment, testing and treatment by dermatologists and other medical specialists (Ex. 2, Am. Compl. ¶¶64, 92);

b) the cost of repairing the alleged damage to their hair (such as haircuts, conditioners, and other repair products (*Id.*); and

c) other consequential and incidental damages “like lost income and related expenses.” (*Id.*).

The Amended Complaint alleges that, as just one component of that injury, Plaintiff Naiser has spent approximately \$2,000.00 on haircuts and conditioning products (*Id.* ¶ 58) and, Plaintiff Phillips claims that she has spent “hundreds of dollars on conditioners and special treatments to try to restore her hair.” *Id.* ¶ 61. According to the Amended Complaint, the claims of the named plaintiffs are typical of the claims of the alleged class members. *Id.* ¶ 69.

20. Accordingly, taken as true for the purpose of this removal, it is more likely than not that the more than 9600 putative class members will seek to recover compensatory damages in the form of direct economic losses from \$200 - \$2000 for hair treatments, plus medical expenses and lost income (in addition to punitive damages and attorneys’ fees). Accordingly, the collective demands for the asserted economic injuries alone are more likely than not to exceed the \$5,000,000 CAFA threshold

21. The nature of plaintiffs’ claims indicates that their alleged compensatory damages are not limited to economic loss. In addition to contract-based warranty claims (Counts I and

III), the Amended Complaint asserts tort claims for negligence, gross negligence and strict liability (Counts IV and V). *See* Ex. 2, Am. Compl. Under Kentucky law, a plaintiff cannot assert negligence and strict liability theories to recover only economic losses. *See Giddings & Lewis*, 348 S.W.3d 729, 738 (Ky. 2011) (“[C]osts for repair or replacement of the product itself, lost profits and similar economic losses cannot be recovered pursuant to negligence or strict liability theories but are recoverable only under the parties’ contract, including any express or implied warranties”). Thus, plaintiffs’ tort claims must seek to recover amounts beyond the economic damages sought under their warranty claims. These claims therefore raise the amount in controversy even further above the \$5,000,000 threshold.

22. Furthermore, plaintiffs also seek punitive damages under their gross negligence and KCPA counts. *See* Ex. 2, Am. Compl., ¶¶ 84, 106 and Prayer for Relief; *Craig & Bishop, Inc. v. Piles*, 247 S.W.3d 897, 905-06 (Ky. 2008); *Phelps v. Louisville Water Co.*, 103 S.W.3d 46, 51-53 (Ky. 2003). Accordingly, plaintiffs’ potential recovery of punitive damages must be considered when calculating the amount in controversy. *See Hayes v. Equitable Energy Res. Co.*, 266 F.3d 560, 572 (6th Cir. 2001) (“When determining the jurisdictional amount in controversy . . . punitive damages must be considered . . . unless it is apparent to a legal certainty that such cannot be recovered.”) Kentucky law does not limit recovery of punitive damages under either theory of liability. *See, e.g., Phelps*, 103 S.W.3d at 54 (allowing punitive damages award of \$2 million, just over eleven times the amount of compensatory damages); *Craig & Bishop, Inc.*, 247 S.W.3d at 906 (allowing punitive damages award approximately six times the amount of compensatory damages).³

³ Unilever does not concede that the punitive damages awards permitted by the Kentucky courts would be constitutional under *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408 (2003).

23. Finally, plaintiffs' Amended Complaint⁴ demands attorney's fees and costs. Ex. 2, Am. Compl. Prayer for Relief, p.24. Attorney's fees may be awarded under the KPCA, and therefore must also be considered when calculating the amount of controversy. KRS § 367.220; *see Williamson v. Aetna Life Ins. Co.*, 481 F.3d 369, 376 (6th Cir. 2007) (affirming the "general principle of considering statutorily authorized attorney's fees for purposes of establishing jurisdiction"); *McCauley v. Family Dollar, Inc.*, 2010 WL 3221880, at *2 (W.D. Ky. Aug. 12, 2010) (holding that the amount in controversy, including authorized attorney's fees, exceeded CAFA's jurisdictional threshold). Attorney's fees in class action lawsuits can be substantial, with the potential to reach as high as 50% of the class's recovery. *See New Eng. Health Care Emps. Pension Fund v. Fruit of the Loom, Inc.*, 234 F.R.D. 627, 633 (W.D. Ky. 2006) (acknowledging that fee awards typically range from 20-50% in cases in which a common settlement fund is created). Thus, plaintiffs may seek substantial attorney's fees, in addition to compensatory and punitive damages. Although Unilever will contest their right to any such recovery, the potential amounts are nonetheless considered as part of the amount in controversy, for removal purposes.

24. Accordingly, the allegations of the Amended Complaint and the evidence submitted in support of this Notice of Removal demonstrate by a preponderance of the evidence that the aggregate amount in controversy in this action exceeds the \$5,000,000 threshold required by CAFA. Removal of this action is therefore proper pursuant to 28 U.S.C. § 1441.

25. Unilever reserves the right to amend and/or supplement this Notice of Removal.

WHEREFORE, for the foregoing reasons, this action is properly removed.

⁴ Additionally, a separate copy of the Circuit Court Case File containing all process, pleadings, and orders filed in the Circuit Court Action are attached to this Notice of Removal as Exhibit 5 in accordance with 28 U.S.C. § 1446(a).

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was filed with the Clerk of Court using the CM/ECF system and also served by depositing the same in the United States Mail, postage prepaid, on the 11th day of April, 2013 to:

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EXHIBIT 1

13CI00898

**JEFFERSON CIRCUIT COURT
30TH JUDICIAL CIRCUIT
DIVISION**

Civil Action No. _____

FILED IN CLERK'S OFFICE
DAVID L. NICHOLSON, CLERK
FEB 22 2013

JEFFERSON CIRCUIT COURT
BY _____ DEPUTY CLERK DIVISION SEVEN (7)

**TERRI NAISER and JONNIE PHILLIPS,
On Behalf Of Themselves And All Others
Similarly Situated,**

Plaintiffs,

V.

**UNILEVER UNITED STATES, INC. and
LEK INC.,**

Defendants.

CLASS ACTION COMPLAINT

The Plaintiffs, Terri Naiser ("Naiser") and Jonnie Phillips ("Phillips") (collectively, the "Plaintiffs"), through counsel, for their Complaint against Defendants Unilever United States, Inc. ("Unilever") and LEK Corporation ("LEK") respectfully state as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this class action to seek redress for themselves and all others in the Commonwealth of Kentucky who purchased and/or used Suave® Professionals Keratin Infusion 30 Day Smoothing Kit (the "Treatment" or "Product") from the date in 2011 that the Treatment was made available to consumers through the present. Plaintiffs purchased the Treatment because of Unilever's uniform false representation that it would smooth their hair and coat it with Keratin, a protein found naturally in hair. Undisclosed by Defendants to Plaintiffs and the Class and therefore unknown to Plaintiffs and the Class, the Treatment contains an ingredient or combination of ingredients that causes significant hair loss upon proper application. The active ingredient in the Treatment, Thioglycolic Acid, including its salts and esters, is the same active ingredient that is used in hair depilatories and some hair perming solutions. Based on testing conducted by Plaintiffs, and as evidenced by damage caused to Plaintiffs and the putative class, the pH level and concentration of Thioglycolic Acid in the Treatment rendered it dangerous and unsafe for sale as an over-the-counter hair "smoothing" product.

2. In addition, Defendants failed to properly warn consumers of the risks and dangers attendant to the use of such a strong depilatory agent on their hair and scalp – even well after Defendants knew or should have known of its hazards. Defendants’ uniform acts and omissions in connection with the development, marketing, sale and delivery of the Treatment, and its belated and incomplete “recall” of this hazardous Product, violate the Consumer Protection Laws of Kentucky, breach express warranties to Plaintiffs and the Class, violate Kentucky’s product liability laws and constitute negligence and unjust enrichment.

3. Unilever labeled, advertised, promoted and sold the Treatment targeting women who wanted smooth, shiny, manageable hair with no frizz. Through an extensive marketing campaign and via its website and packaging, Unilever made a number of express warranties: that the Treatment was a Keratin-based smoothing treatment and not a toxic chemical relaxer; that its effects would last no longer than 30 days; that it contained no Formaldehyde; and that it was safe.

4. The Treatment was marketed as a Keratin product although Keratin, which is a natural protein, is the last-listed ingredient in the Smoothing Cream and Cuticle Seal Cream. The Treatment was sold among hair conditioning products, although it is not a conditioner but is instead a chemical hair straightener.

5. In addition, Unilever falsely claimed that the Treatment contained “No Formaldehyde,” in all capital letters on the box cover, when in fact the Treatment contains a chemical ingredient that is known to release Formaldehyde upon its use or application.

6. In order to create an impression of the Product as a gentle, natural Keratin-based hair “smoothing” treatment, Unilever falsely promoted the Product’s effects as lasting no longer than 30 days. Unlike chemical hair straighteners, whose effects are expected to last for many months, the positive attributes to be provided by the Treatment were touted as short-term.

7. Nowhere on the package labeling or on Unilever’s websites or other marketing materials did Unilever warn Plaintiffs and members of the Class that they were at risk of significant hair loss and/or scalp burns upon proper application of the Treatment.

8. Unilever failed to warn Plaintiffs and members of the Class of the risks, even though it knew, before or almost immediately upon introduction of the Product in late 2011, that consumers were complaining that the Treatment caused significant hair loss and scalp burns (among other adverse effects, such as hair discoloration).

9. Not only did Unilever fail to properly warn consumers before they purchased the Product, but when it finally chose to “recall” the Product in May 2012, it told consumers the Product was being “discontinued” and was still safe to use, while at the same time directing retailers to immediately remove the Product from the shelves and send it back to Unilever.

10. Up to the date of filing of this Complaint, Unilever has never fully and appropriately recalled the Product. Unilever continued to falsely claim to consumers that the Product is safe, and continued to fail to warn consumers of the dangers of proper application and/or misapplication of the Treatment. Unilever’s efforts to conceal and downplay the hundreds if not thousands of complaints of Class Members who have lost their hair as a result of using this Product has resulted in a pointed attack on consumers. Specifically, Unilever attempts to shift attention and blame from the defects in the Product and its own failure to warn consumers by falsely claiming that it is the consumers’ “misunderstanding” of the appropriate use and application of the Treatment that has resulted in the Product’s failure.

11. Kentucky consumers reasonably expect that their hair care products will not cause significant hair loss because of defective design and manufacturing or because of inadequate research or due diligence. Kentucky consumers had no expectation that the Treatment would cause scalp burns and cause their hair to fall out.

12. Further, consumers reasonably expect that if Unilever, the company primarily responsible for developing, manufacturing, marketing and distributing the Product, knew that the Treatment would or could cause hair loss (whether by proper application or by misapplication), Unilever would make a disclosure to consumers as soon as it determined there was a widespread problem, rather than quietly discontinuing the Product and attempting to conceal the problem. By downplaying, concealing and misrepresenting the Product and the safety and risks of its use,

Unilever failed in its duty to provide consumers with adequate information, and continued even after the so-called “recall” to create and perpetuate a false public perception that there was little or no risk of harm from the use of its Product.

13. In its continuing efforts to conceal the dangers and serious harm attendant to use of the Product, Unilever has also engaged in a campaign designed to obtain unconscionable and unenforceable releases from consumers injured by use of the Product. Upon information and belief, Unilever has solicited and obtained releases from Kentucky consumers who were injured by use of the Product, without advising them of their right to obtain legal counsel to review the form releases that Unilever propounded and without fully explaining the terms or legal effect of the form releases, including that (a) the form releases purport to release third party retailers for no extra consideration; (b) the form releases purport to release personal injury claims for no extra consideration beyond the economic losses incurred by the consumer; (c) the form releases require consumers to indemnify Unilever for all losses “from any and every claim or demand of every kind and character, including claims for contribution;” (d) the form releases require the consumer to indemnify Unilever from any claims for payment of medical expenses by Medicare/Medicaid; and (e) the form releases require the consumer to hold Unilever harmless “from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare/Medicaid.” The release forms that Unilever required its unrepresented consumers to sign contain terms that are so outrageous that they should be set aside as unconscionable and unenforceable under Kentucky law.

THE PARTIES

14. At all times relevant to this Complaint, Plaintiff Naiser resided in and currently resides in Louisville, Jefferson County, Kentucky. Naiser purchased and used the Product in Louisville, Jefferson County, Kentucky.

15. At all times relevant to this Complaint, Plaintiff Phillips resided in and currently resides in Utica, Daviess County, Kentucky. Phillips purchased the Product in Calhoun, Meade County, Kentucky and used the Product in Utica, Kentucky.

16. Defendant Unilever is a subsidiary of the dual-listed company consisting of Unilever N.V. in Rotterdam, Netherlands and Unilever PLC in London, United Kingdom. Unilever, which includes the Suave brand, is a Delaware corporation with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Unilever manufactured, marketed, designed, promoted and/or distributed the Treatment.

17. Knowlton Development Corporation ("Knowlton") is a foreign corporation with its principal place of business in Knowlton, Quebec, Canada. Defendant LEK, also a foreign corporation with its principal place of business in Knowlton, Quebec, Canada, is a subsidiary of Knowlton. LEK, formerly known as Les Emballages Knowlton, Inc., manufactured the Product for sale by Unilever in the United States, knowing that the Product would be sold in the United States, including the Commonwealth of Kentucky, and thereby causing injury to Kentucky residents and citizens as a direct result of the purchase and sale of said Product.

JURISDICTION AND VENUE

18. This Court has jurisdiction over the subject matter of this action because the Plaintiffs' claims against the Defendants arise out of acts or omissions of one or more of the Defendants in Jefferson County, Kentucky.

19. This Court has personal jurisdiction over the Defendants in this action pursuant to KRS 454.210 (the "Kentucky Long Arm Statute") because during the relevant period of time these Defendants, among other things, derived substantial revenue from Kentucky and caused tortious injury to the Plaintiffs in this Commonwealth.

20. Venue is proper in Jefferson County because one or more of the Defendants have derived substantial revenue, caused tortious injury and/or transacted business in Jefferson County, Kentucky, because a substantial part of the events or conduct giving rise to the Plaintiffs' claims occurred in Jefferson County, Kentucky, because the Plaintiff Naiser resides in, purchased and used the Product and was damaged thereby in Jefferson County, and because each of the Defendants is subject to personal jurisdiction within the Commonwealth of Kentucky and Jefferson County, Kentucky in particular.

FACTUAL ALLEGATIONS

The Product And Product Warranties

21. Unilever released Suave® Keratin Infusion 30-day Treatment on or about December 9, 2011. The Treatment was sold by Unilever directly and through retail shops to consumers nationwide.

22. In promoting its new Treatment, for example on Walmart.com, Unilever stated: "Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days." The description continues by pointing out that the Product contains "No formaldehyde."

23. The Walmart ad describes how the Product works: "Step 1: Smoothing Cream with keratin loosens, smoothens, And detangles curls And waves. Step 2: Cuticle Seal Cream with Keralock Technology reforms keratin bonds inside the hair fiber And eliminates frizz for long lasting smoothness And manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use." A copy of the Walmart ad is attached as Exhibit A and can be found at <http://www.walmart.com/ip/TO-BE-DELETED-Suave-Professionals-Keratin-Infusion-30-Day-Smoothing-Kit/20461380>.

24. The Product states, on the front of the box, that the Treatment "Smooths Your Style as Well as a Keratin Treatment." Below that statement is printed in all caps: "NO FORMALDEHYDE." The package instructions state: "Your hair will continue to be smoother and easier to style for up to 30 days !" The package instructions further advise: "To complete the process, apply the Heat Defense Leave-In Conditioner and blow dry your hair into a smooth, straight style. Flat iron if desired." A copy of the box labeling and instructions are attached as Exhibit B.

25. Keratin is a protein found naturally in hair. By promoting the Treatment as a treatment that “infuses hair with keratin protein” and that did not contain Formaldehyde, Unilever warranted the Product as a safe, non-toxic hair smoothing solution that could be purchased at a fraction of the price of a salon treatment.

26. However, despite the express representation that the Treatment contains no Formaldehyde, the Treatment does contain DMDM Hydantoin, a chemical that is known as a “Formaldehyde-releaser.” See <http://www.safecosmetics.org/article.php?id=599>. Formaldehyde releasers are sometimes used in cosmetics in place of Formaldehyde and release amounts of Formaldehyde over time. Formaldehyde is a known human carcinogen.

27. An investigation by the non-profit Environmental Working Group reported that some cosmetic companies disguise the Formaldehyde in their products by using, among other things, Formaldehyde releasers instead of Formaldehyde. See <http://www.ewg.org/hair-straighteners/our-report/hair-straighteners-that-hide-formaldehyde>.

28. An average consumer reviewing the Unilever representation that the Treatment contains “No Formaldehyde” would not expect that it would contain a chemical known to release Formaldehyde upon use or application.

29. Plaintiffs and the Class would also not expect that application of the Treatment would cause hair loss and scalp burns upon proper application.

30. Plaintiffs and the Class would reasonably expect a warning regarding any potential hazard to consumers, especially because the Food, Drug and Cosmetic Act regulations provide that cosmetics that may be hazardous to consumers must bear appropriate warnings. See <http://www.fda.gov/Cosmetics/CosmeticLabelingLabelClaims/default.htm>.

31. Contrary to the Food, Drug and Cosmetic Act regulations, the Product also failed to provide adequate directions for safe use, although Defendants knew or should have known the Product would be unsafe if used incorrectly. In fact, Unilever’s website affirmatively represents that it complies with all applicable labeling laws. See Unilever’s Code of Business Principles,

attached as Exhibit C and available on its website at http://www.unilever.com/images/Code-of-Business-Principles_tcm13-274232.pdf.

32. Unilever's representations that the Product is safe, contains "No Formaldehyde," and would smooth hair for no longer than 30 days, was plainly false.

33. In response to the damage customers have suffered after using this Product, consumers created a Facebook page entitle "Suave-Keratin-Infusion-Kit-Destroyed-my-Hair." The page describes:

NIGHTMARES & HORROR Stories shared by VICTIMS of this product. Even if you haven't been affected, but can sympathize, please "LIKE" this page as it would be very helpful to those who have & continue to suffer as a result of Suave's negligence! THANK YOU!

Mission

The intent of this group is to, first and foremost WARN others about the potential damage and danger (yes, danger), but also in hopes to get the attention of Unilever (Suave)!

PLEASE feel free to tell your stories in as much detail as you can. Pictures and videos will also be very helpful in garnering attention!

Many, including myself, strongly believe that this product is falsely advertised, misleading, devoid of proper warnings, not safe for over-the-counter sales, should be reviewed by the FDA, and pulled from the market immediately.

****ENDGAME:*****

GETTING THIS DANGEROUS PRODUCT DISCONTINUED OR RECALLED, AND *RECOMPENSE* FOR ALL THOSE WHO HAVE SUFFERED INJURIES, TRAUMA, AND THE LOSS OF THOUSANDS OF DOLLARS SPENT ON REPAIRS - A DIRECT RESULT OF BEING INTENTIONALLY MISLEAD BY UNILEVER, AND THEIR NEGLIGENCE.

Description

This group was created for people who have had horrible experiences with the "Suave Professionals Keratin Infusion 30 Day Smoothing Kit," and who need a place to tell their stories, vent, cry, scream, or receive support and empathy from others who have been likewise traumatized.

34. There are hundreds of posts highlighting the “horror stories” of women who used the Treatment. These stories are strikingly similar to Plaintiffs’ experiences. These consumers describe how they were misled by Unilever’s representations about the Product, expecting a Keratin-based smoothing Treatment whose effects would last no longer than 30 days, but instead received a toxic hair straightener that caused hair loss and other adverse effects.

35. Upon information and belief, as early as December 2011 Unilever became aware of the serious adverse effects resulting from use of the Treatment, such as hair loss and chemical burns. However, despite that knowledge, Unilever remained silent, knowingly failed to warn distributors or the public of the problems caused by the Treatment and continued selling the Treatment with the same express warranties and without appropriate warnings.

36. On the day the Product was “recalled,” Unilever explained on a website listing numerous recalled products that the Treatment was taken off the market “because of potential consumer misunderstanding of the product’s suitability for certain hair conditions.” Unilever admitted that consumers “misunderstood” the Treatment, which misunderstanding was caused by Unilever’s false marketing of the Treatment as, among other things, a temporary hair smoothing product, not a long-lasting toxic chemical relaxer that could cause hair loss and other damage.

37. The Food and Drug Administration (FDA), on its website at <http://www.fda.gov/Safety/Recalls/EnforcementReports/ucm307229.htm>, indicates that the Treatment was recalled by Unilever by letter dated May 8, 2012. The FDA website notes that there were 381,288 kits in commerce nationwide that were recalled. The FDA website further notes that the Treatment was manufactured by Les Emballages Knowlton, Inc., now known as LEK, a subsidiary of Knowlton.

38. Retailers were advised by Unilever to immediately cease distribution of the Product and were advised to send the Product back to Unilever. Upon information and belief, some retailers continued to sell the Product after the recall.

39. In recalling the Product, Unilever did not make any public announcement and did not publicly respond to the numerous complaints of adverse incidents associated with its use.

Instead, Unilever posted a simple notice on its website indicating that the Treatment had been “discontinued” and requesting that customers call for additional information.

40. Defendant LEK did nothing in connection with the recall despite the reference to LEK as the “manufacturer” in connection with the FDA’s notice of recall.

41. Unilever continues to this day to advise consumers that the Product is safe to use as directed, without providing any disclosure concerning the complaints of hair loss and with no warnings regarding the hair loss that may result from its continued use. See <http://keratininfusion.suave.com/us/base/howto#productFaqs>.

42. Unilever actively and intentionally misled consumers by telling consumers the Product was safe to use while at the same time telling retailers to immediately recall the Product and to bar sales of the Product sitting on their shelves.

43. Unilever’s Code of Business Principles, Exhibit C, states that Unilever “complies with laws and regulations of the countries in which they operate.” It further provides that Unilever is “committed to providing products which are safe for their intended use. Products and services will be accurately and properly labeled, advertised and communicated.”

44. Unilever also makes the following representations on its website, portions of which are attached as Exhibit D:

- “Consumers trust us to provide them and their families with products that are safe.”
- “[P]rotecting consumers’ safety is our number one priority.”
- “We realise innovation is key to our progress, and through cutting-edge science we’re constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality. We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products. Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities.”
- “On any given day, two billion people use Unilever products to look good, feel good and get more out of life.”

Defendants' Conduct With Respect To The Hazard Posed By The Product

45. The active ingredient in the Product, Thioglycolic Acid, including its salts and esters, was originally developed as a depilatory agent for uses such as removing animal hair from hides so that a processor could transform a hairy hide into leather capable of being processed. Thioglycolic Acid is so corrosive that, if left on too long, it will dissolve the bonds holding hair together until the hair strand is transformed into a jelly-like substance that can be wiped away.

46. Designing, manufacturing and providing a direct-to-consumer hair conditioning with Thioglycolic Acid, at the pH levels and concentration in the Product, was unreasonably dangerous and unsafe to consumers, especially when marketed as a gentle, "smoothing" hair conditioning treatment.

47. Upon information and belief, Les Emballages Knowlton, now known as Defendant LEK, manufactured the Product for Unilever.

48. On its website, LEK boasts that it is "strategically positioned twenty minutes from the US-Canada border – immediately north of the US eastern states" in an obvious attempt to solicit and obtain US business. The website continues by explaining that "LEK is a highly flexible manufacturing environment designed to meet the needs of mass brands; from new product introductions, to brand growth, as well as the continuous improvement needs of mature brands. Highly capable in the production of liquid and solid products, LEK is recognized by the market as a leader in large-scale hot pour capabilities, boasting some of the best expertise in the manufacture of anti-perspirants and deodorants in the world." See <http://www.kdc-companies.com/kdc/lek.php>

49. Under the heading "Team" the website continues to claim that the organization is "best in class in planning and introducing new products to the mass market, as well as introducing cost improvement programmes that secure a product's profitability over its life-cycle. Since 1991, LEK has been a stable partner to some of the most important brand-owners in the world, as its management and operational teams continue to refine their approach to managing the complexity of the consumer packaged goods industry." Id.

50. Based upon LEK's own representations, it claimed to have the expertise and ability to manufacture a safe and effective Product for Unilever. Despite its purported expertise, it failed to perform adequate testing to determine that the Product, at the pH and concentrations in which it was offered for sale, was dangerous and unfit for sale directly to consumers. Despite its purported expertise in managing "new product introductions," LEK permitted the Product to be sold with incomplete and inaccurate instructions and warnings, and although as a manufacturer it owes a duty of care to Plaintiffs and all putative Class Members, LEK failed to properly warn or advise potential consumers of the risk attendant with use of the Product.

51. Instead, upon information and belief, LEK (with Unilever) knowingly permitted the manufacture and sale to Kentucky consumers of a Product that was dangerous and unfit for sale as a temporary hair "smoothing" Product.

52. Prior to Plaintiffs' purchase of the Product, Defendants were aware or should have been aware that the Treatment contained an inherent defect that caused significant hair loss and scalp burns upon proper application and that any instructions and warnings provided with the Product directly to consumers were materially insufficient.

53. Defendants Unilever and LEK knew, or but for their reckless indifference would have known, prior to Plaintiffs' purchases of the Product that they would continue to receive complaints of hair loss attributed to the Product. Based on their experience, Defendants knew or should have known that even if they diligently investigated the problem, it would be difficult if not impossible to remediate the problem.

54. Unilever knew, or but for its reckless indifference would have known, that: (a) the risk of scalp burns and hair loss was substantial, (b) Unilever's customers were unaware of that substantial risk, and (c) those customers had a reasonable expectation that Unilever would disclose that risk and fully and appropriately issue a recall of the Product.

55. Despite such knowledge, Unilever did not disclose to prospective purchasers, before or after the so-called recall, that there was a substantial risk of scalp burns and hair loss associated with use of the Product. Unilever instead continued to claim the Product was safe

even after the so-called recall, while concealing all the adverse reports filed by consumers. Unilever told consumers that the Product was discontinued because of consumer “confusion,” not because users of the Product were losing their hair and burning their scalps.

FACTS RELATING TO NAMED PLAINTIFFS

56. Plaintiff Naiser purchased the Treatment in or about April 2012. Based on Unilever’s representations, Naiser expected to be purchasing a short-term “smoothing” conditioner and not a harsh chemical relaxer which contained the same active ingredient that is used in hair removal products. Naiser was exposed to and familiar with Unilever’s claims about the Treatment not containing Formaldehyde and being a “smoothing” Product whose effects would last no longer than 30 days. She paid approximately \$10.00 for the Treatment, which she purchased at a Target in Louisville, Kentucky.

57. Upon proper application of the Treatment, Naiser’s hair loosened from its natural tight curls to being completely straight. Within a short period of time, she noticed she was experiencing significant hair loss and breakage as a result of her use of the Product. The straightening effects and damage to Naiser’s hair continued for months, well beyond the “30 days” promised on the Treatment package. To date, she has spent approximately \$2,000.00 on haircuts and conditioning products in an effort to restore the damage caused by use of the Product.

58. Plaintiff Phillips purchased the Treatment in or about June 2012. Phillips was familiar with Keratin-based hair treatments and saw ads for the Product which offered it as a good value compared to expensive salon Keratin-based treatments. Phillips was exposed to and familiar with Unilever’s claims about the Treatment being a “smoothing” Product whose effects would last no longer than 30 days. She paid approximately \$15.00 for the Treatment, which she purchased at a Rite Aid drug store in Calhoun, Kentucky.

59. Phillips reviewed the Product instructions and so-called warnings and applied all three steps as instructed by Unilever’s package inserts. Immediately upon application, the Product was burning her scalp. She finished the application and then rinsed it off and noticed red

patches on her scalp, visible immediately after she removed the Product. The redness went away after a short while, but Phillips' scalp remained tender for weeks following application of the Treatment. Phillips' hair also began to fall out and break, and she had it cut in a layered fashion in an attempt to hide the damage.

60. A few days after using the Treatment, Phillips contacted her hair dresser and began to take steps to remediate the damage caused by the Product. To date, she has spent hundreds of dollars on conditioners and special treatments to try to restore her hair, including incurring additional charges for haircuts at the salon, above and beyond those she would have normally had.

61. Plaintiffs purchased the Treatment because of Unilever's false representations about what the Product offered them, and because they were unaware that the Treatment was unsafe and would cause hair loss and scalp burns, among other effects.

62. Plaintiffs provided pre-suit notice to Defendants of their warranty claims and Defendants had actual notice of the alleged defect and harm caused by the Product.

CLASS ALLEGATIONS

63. Plaintiffs bring this action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure on behalf of all Kentucky residents who purchased the Product for personal or household use at any time since the date in 2011 that the Product was first made available to consumers (the "Class"). Plaintiffs seek to recover on their behalf, and on behalf of all similarly situated Kentucky residents, the economic losses and damages they have and will sustain as a result of their purchases of the now-recalled Product, including but not limited to: (a) the cost of haircuts, conditioners and other products purchased to repair the damage to their hair; (b) the cost of any medical assessments or testing incurred as a result of their purchases of the Product; (c) other consequential and incidental damages; and (d) any other appropriate damages.

64. Plaintiffs are members of the Class they seek to represent. Excluded from the Class are: Defendants; any entities in which Defendants have a controlling interest; any of the Defendants' parents, subsidiaries, affiliates, officers, directors, employees and members of such

persons' immediate families; defense counsel in this case and his, her or their immediate family; and those who purchased the Treatment for resale.

65. Upon information and belief, the Defendants sold hundreds, if not thousands of Treatment kits to Kentucky residents. Plaintiffs and the members of the Class they seek to represent are so numerous that joinder of all members individually, in one action or otherwise, is impractical. The precise number of Class Members and their identities are unknown to Plaintiffs at this time but will be determined through discovery and other means. Class Members may be notified of the pendency of this action by mail and/or publication.

66. This action involves questions of law and fact common to Plaintiffs and all members of the Class, which include the following:

- (a) Whether the Treatment contains the defect alleged herein;
- (b) Whether Defendants failed to appropriately warn Class Members of the damage that could result from use of the Product;
- (c) Whether Defendants had actual or imputed knowledge of the defect but did not disclose it to Plaintiffs or the Class;
- (d) Whether Unilever promoted the Product with false and misleading statements of fact and material omissions;
- (e) Whether the alleged conduct constitutes violation of the laws or regulations asserted herein;
- (f) Whether Plaintiffs and Class Members sustained damages resulting from Defendants' conduct and, if so, the proper measure of damages or other relief.

67. These and other questions of law and/or fact are common to the Class and predominate over any questions affecting only individual Class Members.

68. The claims of the named Plaintiffs are typical of the claims of the proposed Class, and Plaintiffs will fairly and adequately protect the interests of the Class and have no interests adverse to, or which directly conflict with, the interests of the other members of the Class.

69. Plaintiffs have engaged the services of counsel who are experienced in complex class litigation, who will adequately prosecute this action, and who will assert and protect the rights of and otherwise represent Plaintiffs and the absent Class Members.

70. Plaintiffs' claims are typical of those of the absent Class Members in that Plaintiffs and the Class Members each purchased and used the Treatment and each sustained damages arising from Defendants' wrongful conduct, as alleged more fully herein.

71. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable for proposed Class Members to prosecute their claims individually.

72. Plaintiffs submit that there will be fewer difficulties in the fair, efficient and cost-effective management of this action or the common issues therein as a class action, and there will be benefits to and protections of the legitimate interests of the parties, the court and the public with the maintenance of this action as a class action than there would be under any other procedural alternative. Means exist to address any individual issues of injury and damages involved in fair and adequate compensation for the Class, after common issues relating to Defendants' Product, conduct, knowledge, duties and breach thereof have been adjudicated. Claims processes may also be employed to fashion and implement an expeditious remedy for the Class.

73. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I

(Breach Of Express Warranty – Against Unilever Only)

74. Plaintiffs incorporate the allegations contained in Paragraphs 1-73 of the Complaint by reference as if fully set forth herein.

75. Plaintiffs bring this claim individually and on behalf of the Class.

76. Plaintiffs and each member of the Class formed a contract with Unilever at the time Plaintiffs and the other Class Members purchased the Treatment. The terms of that contract

include the promises and affirmations of fact made by Unilever on the Treatment's packaging and through marketing and advertising, as described above. This marketing and advertising constitute express warranties and became part of the basis of the bargain, and are part of the standardized contract between Plaintiffs and the members of the Class and Unilever.

77. Unilever purports through its advertising and packaging to create express warranties that the Treatment was a hair "Smoothing" Product and not a chemical relaxer, that the effects of the Treatment would last no more than 30 days, and that it contained No Formaldehyde and was safe.

78. All conditions precedent to Unilever's liability under this contract were performed by Plaintiffs and the Class when they purchased the Product and used it as directed.

79. Unilever breached express warranties about the Treatment and its qualities because Unilever's statements about the Product were false and because the Product does not conform to Unilever's affirmations and promises described above. Plaintiffs and the Class would not have purchased the Product had they known the true nature of the Treatment and the mis-statements regarding what the Product was and what it contained.

80. As a result of Unilever's breach of warranty, Plaintiffs and the Class have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from the purchases, including the cost to repair their hair loss.

COUNT II

(Violation Of The Kentucky Consumer Protection Act – Against Unilever Only)

81. Plaintiffs incorporate the allegations contained in Paragraphs 1-80 of the Complaint by reference as if fully set forth herein.

82. Plaintiffs bring this claim individually and on behalf of the Class.

83. Plaintiffs and the Class Members are consumers entitled to the protections of the Consumer Protection Act, KRS 367.110, *et. seq.* (the "Act") and may recover damages pursuant to the provisions of the Act, both compensatory and punitive.

84. Unilever deceived Plaintiffs and members of the proposed Class in violation of the Act by promoting and/or allowing sales of the Treatment with the use of unfair, false, misleading or deceptive acts or practices in the conduct of the trade and/or commerce of selling the Treatment. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the Product.

85. As detailed above, Unilever, through its advertisements and packaging, used unconscionable commercial practices, deception, fraud, false promises and misrepresentations in violation of the Act in connection with the marketing of the Treatment.

86. Unilever also knowingly concealed, suppressed and consciously omitted material facts from Plaintiffs and other members of the Class knowing that consumers would rely on the advertisements and packaging and Unilever's uniform representations to purchase the Product.

87. Plaintiffs did not become aware of any facts which would have called into question the false public perception of safety which Unilever had created, until and after the so-called "recall."

88. Until the present, Unilever knowingly accepted the benefits of its deception and improper conduct in the form of profits from the increased sale of the Product.

89. In addition, and upon information and belief, Unilever has continued to defraud consumers in Kentucky by soliciting and obtaining signatures from unrepresented consumers on form releases that are oppressive and unconscionable for, among other reasons, the following: (i) the releases fail to advise consumers anywhere on the release form, of the important legal consequences of releasing all claims related to their purchase and/or use of the Treatment; (ii) the releases require consumers to indemnify Unilever under conditions that are unfair and oppressive; (iii) the releases purport to waive claims for third party retailers, for no additional consideration and without explanation; and (iv) the releases purport to release personal injury claims without providing any additional consideration beyond providing reimbursement of economic losses actually sustained by consumers.

90. Upon information and belief, Unilever's representatives provided false and/or incomplete information to unrepresented consumers in order to obtain signed releases, including but not limited to representations that diminish the legal significance and consequences of the releases.

91. As a proximate result of the above-described Consumer Protection Act violations, Plaintiffs and other members of the Class: (a) purchased and used the Treatment when they would not otherwise have done so; (b) suffered economic losses consisting of the cost of purchasing the Treatment; (c) suffered and/or will suffer additional economic losses in repairing and restoring the damage caused by the Treatment; and (d) suffered and will suffer additional economic losses incidental to any visits to dermatologists or other medical specialists, including lost income and related expenses. As a direct and proximate result of Unilever's fraud in obtaining signatures on legal form releases without proper consideration and based upon the provision of false and incomplete information, Plaintiffs request that this Court set aside any and all releases signed by putative Kentucky Class Members, along with any other appropriate relief.

COUNT III

(Violation Of Magnuson-Moss Act (15 U.S.C. § 2301 et seq. – Against Unilever Only)

92. Plaintiffs incorporate the allegations contained in Paragraphs 1-91 of the Complaint by reference as if fully set forth herein.

93. Plaintiffs bring this claim individually and on behalf of the Class.

94. Plaintiffs and the Class are consumers as defined in 15 U.S.C. § 2301(3).

95. Unilever is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)(5).

96. The Treatment is a consumer product as defined in 15 U.S.C. § 2301(6).

97. By reason of Unilever's breach of warranties as set forth above, Unilever has violated the statutory rights due to the Plaintiffs and the Class pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., thereby damaging Plaintiffs and the Class.

COUNT IV

(Negligence And/Or Gross Negligence – Against Both Defendants)

98. Plaintiffs incorporate the allegations contained in Paragraphs 1-97 of the Complaint by reference as if fully set forth herein.

99. Plaintiffs bring this claim individually and on behalf of the Class.

100. Defendants owed Plaintiffs a duty to use due care in their development, testing, planning, design, marketing, sale and recall of the subject hair care Product offered for use by consumers.

101. Through their failure to exercise due care, Defendants breached this duty by producing, processing, manufacturing, distributing and/or offering for sale a Product in a defective condition that was unsafe for unsupervised use at home by consumers.

102. Additionally, Defendants breached their duty of care to Plaintiffs by failing to use sufficient quality control, perform adequate research or testing, proper manufacturing, production or processing, and failing to take sufficient measures to prevent the Product from being offered for sale in an unsafe and hazardous form.

103. Defendants further breached their duty of due care by failing to properly and adequately inform consumers once safety concerns, including hair loss and chemical burns, were brought to the Defendants' attention, and further breached their duty of care by failing to fully and appropriately recall the Product.

104. Defendants knew, or in the exercise of reasonable care should have known, that the Product presented an unacceptable risk to consumers, and would result in damages that were foreseeable and reasonably avoidable.

105. As a direct and proximate result of Defendants' above-referenced negligence and/or gross negligence, Plaintiffs and the Class have suffered and are entitled to recover damages, both compensatory and punitive.

COUNT V

(Strict Liability – Against Both Defendants)

106. Plaintiffs incorporate the allegations contained in Paragraphs 1-105 of the Complaint by reference as if fully set forth herein.

107. Plaintiffs bring this claim individually and on behalf of the Class.

108. Defendants are producers, manufacturers, marketers and/or distributors of the Product.

109. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective in design or formulation in that, when the Product left the hands of Defendants, the foreseeable risks of harm exceeded the benefits associated with the design or formulation.

110. Defendants' Product was expected to, and did, reach Plaintiffs without substantial change in condition.

111. Alternatively, the Product manufactured, designed, marketed and/or supplied by Defendants was defective in design or formulation in that, when it left the hands of Defendants, it was unreasonably dangerous, more dangerous than an ordinary consumer would expect without concomitant accurate information and warnings accompanying the Product.

112. Defendants researched, produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate warning, testing, study and/or reporting regarding the results of such efforts.

113. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate post-market warning or instruction because, after Defendants knew or should have known of the risk of injury from the recalled Product, Defendants failed to immediately provide adequate warnings to Plaintiffs and the Kentucky public.

114. As the direct and legal result of the defective condition of the Product as produced, manufactured, designed, marketed and/or distributed by Defendants, and of the

negligence, carelessness, other wrongdoing and actions of Defendants described herein, Plaintiffs and the Class suffered damages.

COUNT VI

(Unjust Enrichment – Against Both Defendants)

115. Plaintiffs incorporate the allegations contained in Paragraphs 1-114 of the Complaint by reference as if fully set forth herein.

116. Plaintiffs bring this claim individually and on behalf of the Class.

117. Plaintiffs and Class Members conferred a benefit on Defendants by purchasing the Treatment.

118. Defendants have been unjustly enriched in retaining the revenues derived from Class Members' purchases of the Treatment, which retention of such revenues under these circumstances is unjust and inequitable because Defendants manufactured a defective Product, and Unilever misrepresented the nature of the Product, misrepresented its ingredients, and knowingly marketed and promoted a dangerous and defective Product, which caused injuries to Plaintiffs and the Class because they would not have purchased the Treatment based on the same representations if the true facts concerning the Product had been known.

119. Because Defendants' retention of the non-gratuitous benefit conferred on it by Plaintiffs and the Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiffs and the Class Members for their unjust enrichment, as ordered by the Court.

WHEREFORE, Plaintiffs, individually and on behalf of the Class of persons described herein, themselves and all others similarly situated, respectfully request the following relief:

- A. An Order certifying the Class as defined above;
- B. An Order designating Plaintiffs as representatives of the Class and their counsel as Class counsel;
- C. Judgment against the Defendant Unilever on Count I of the Complaint for Breach of Express Warranty, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

D. Judgment against the Defendant Unilever on Count II of the Complaint for Violation of the Kentucky Consumer Protection Act, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

E. Judgment against the Defendant Unilever on Count III of the Complaint for Violation of the Magnuson-Moss Act, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

F. Judgment against the Defendants, Unilever and LEK, on Count IV of the Complaint for Negligence And/Or Gross Negligence, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

G. Judgment against the Defendants, Unilever and LEK, on Count V of the Complaint for Strict Liability, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

H. Judgment against the Defendants, Unilever and LEK, on Count VI of the Complaint for Unjust Enrichment, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

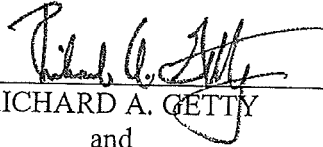
I. An award of restitution and other appropriate equitable relief;

J. A jury trial on all Counts of the Complaint so triable;

K. Reasonable attorney's fees and costs; and

L. Such other and further relief as the Court deems appropriate.

Respectfully submitted,



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and

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COUNSEL FOR PLAINTIFFS

ragpld3573

EXHIBIT A

TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit: ... Page 1 of 2

Walmart
Save money. Live better.



TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit

Buy from Walmart

Shipping & Pickup

\$10.97

Not Available at this time

Also in stores

Not carried in your local **Richmond** store.

Find in another store

Show this number: 0007940019562 to a Walmart associate to find this item in your store.

Product availability, styles, promotions and prices may vary between stores and online.

Item Description

Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

Suave Professionals Keratin Infusion 30 Day Smoothing Kit:

- Smoothes your style as well as a keratin treatment
- One application
- No formaldehyde
- Smoothing kit contains: smoothing cream, cuticle seal cream, heat defense leave-in conditioner, comb, gloves, instructions for use

Specifications

Top of Page

Model No.	19562
Shipping Weight (in pounds):	1.5
Product in Inches (L x W x H):	5.69 x 2.44 x 7.52
Walmart No.	550161452

Ingredients

Smoothing Cream: Water (Aqua), Ammonium Thioglycolate, Diammonium Dithiodiglycolate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Laureth-23, Ammonium Hydroxide, Fragrance (Parfum), Ceteareth-20, Steareth-2, Trideceth-6, Tetrasodium Edta, Hydrolyzed Keratin. Cuticle Seal Cream: Water (Aqua), Cetearyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearamidopropyl Dimethylamine Hydrogenated Coconut Oil, Behetrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Ammodimethicone, Disodium Edta, Potassium Chloride, Phosphoric Acid, Peg-7 Propylheptyl Ether, Cetrimonium Chloride, Hydrolyzed Keratin. Heat Defense Leave-In Conditioner: Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethiconol, Stearamidopropyl Dimethylamine, Glycerin, Fragrance (Parfum), Behetrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Petrolatum, Dmdm Hydantoin, Hydrolyzed Keratin, Disodium Edta, Tea-Dodecylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylene Glycol, Iodopropynyl Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxide (CI 77491).

Directions

- How does it work? Step 1: Smoothing Cream with keratin loosens, smoothes, and detangles curls and waves. Step 2: Cuticle Seal Cream with Kerablock Technology reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

Warnings

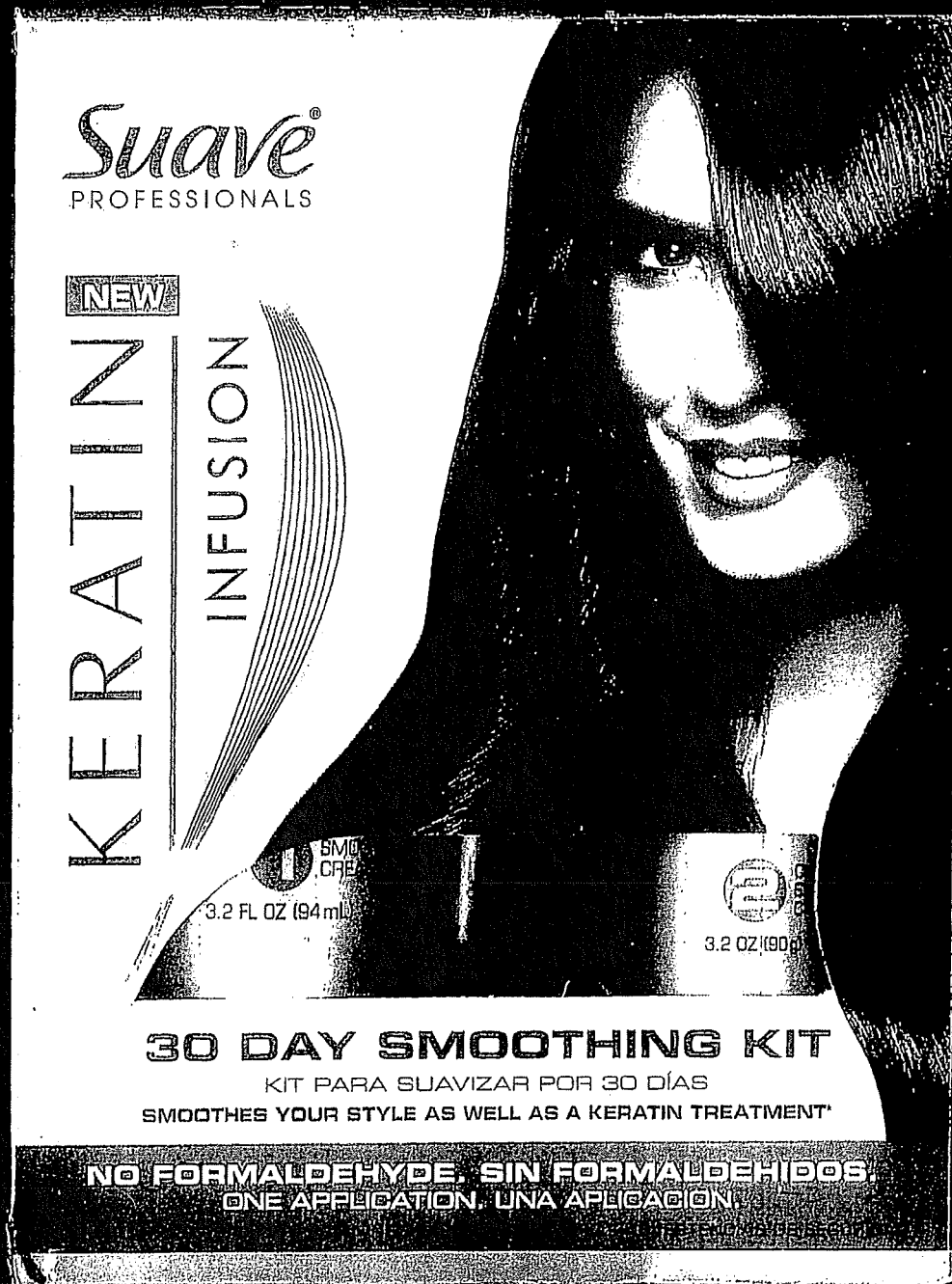
Top of Page

This product contains thioglycolates, do not use if you have previously reacted to products containing thioglycolates, which are often found in hair perming products. Do not use this smoothing treatment if your scalp is irritated, sore or damaged. Your hair is currently permed or chemically straightened with a perm type product, only a root touch up can be done. Your hair is highlighted or bleached. This treatment also must not be used with double processed or high lift color. This means any hair color substantially lighter than your natural color. If in doubt, ask your stylist or contact the hair color manufacturer. Use of this product on lightened hair (including highlights or high lift color processes) will result in hair breakage—regardless of how long ago the hair was treated. Your hair is treated with henna's or color restores (metallic dyes). You have chemically relaxed or straightened your hair with relaxers containing lye (sodium hydroxide) or hydroxides of lithium, potassium, or guanidine. Your hair is highly damaged, extremely dry,

TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit: ... Page 2 of 2

brittle, or breaking. Keep out of reach of children. May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or Poison Control Center immediately. Do not induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

EXHIBIT B



Suave
PROFESSIONALS

NEW

KERATIN
INFUSION

3.2 FL OZ (94 ml)

3.2 OZ (90 g)

30 DAY SMOOTHING KIT
KIT PARA SUAVIZAR POR 30 DÍAS
SMOOTHES YOUR STYLE AS WELL AS A KERATIN TREATMENT*

NO FORMALDEHYDE. SIN FORMALDEHIDOS.
ONE APPLICATION. UNA APLICACIÓN.

Suave
PROFESSIONALS

NEW Suave Professionals®
KERATIN INFUSION
30 Day Smoothing Kit
NO FORMALDEHYDE



KERATIN INFUSION 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon Keratin Treatments. The new revolutionary system by Suave Professionals®, formulated with **KERALOCK™ TECHNOLOGY**, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

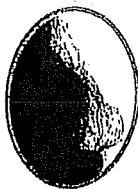
El kit **KERATIN INFUSION** para suavizar el cabello por 30 días es una opción simple y casera en lugar de los costosos tratamientos de queratina de los salones. El nuevo sistema revolucionario de Suave Professionals®, formulado con la **TECNOLOGIA KERALOCK™**, impregna el cabello de queratina y lo deja suave, brillante y manejable hasta por 30 días.

Step 1: Smoothing Cream with keratin loosens, smoothens, and detangles curls and waves.

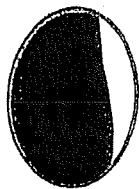
Step 2: Cuticle Seal Cream with **KERALOCK™ TECHNOLOGY** reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability.

Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

Before



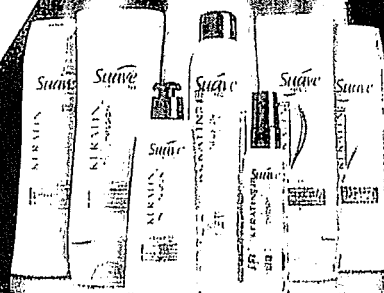
After



30 Days After



Appropriate for curly, wavy, frizzy hair. Results may vary depending on hair type. Hair will begin to return to its normal texture and shape over time but will continue to be smoother up to 30 days.



This product contains heavy metal salts. You have previously reacted to certain permanent hair colorants, which are often found in hair conditioners.

BEFORE USING IT

- You have a history of allergic reactions.
- Your hair is damaged, extremely dry, brittle, or breaking.
- You have a history of allergic reactions. You must not be used with double process hair color. This means any hair color subsequent to lightening or color or certain red shades (even if the hair is not lightened). In doubt, ask your stylist or contact the hair care manufacturer of this product on lightened hair (including previously lightened hair) to determine if the color processed will result in hair breakage or loss of color.

Your hair is treated with hydrogen peroxide (metalloid dye). You have chemically relaxed or altered your hair with relaxers containing hydroxide (alkali) or potassium hydroxide, potassium, potassium, or guanidine.

- Your hair is highly damaged, extremely dry, brittle, or breaking.

Leer esta guía antes de comprar el producto. Este producto contiene ácido hialurónico. No lo utilice si ha tenido anteriormente una reacción a los productos que contienen ácidos hialurónicos, los que se encuentran comúnmente en los productos para la permanente del cabello.

NO UTILIZAR SI

- Su cuero cabelludo está irritado, urogenital o lesionado.
- Su cabello tiene una permanente o está siendo químicamente con un producto similar a los utilizados para permanente. Úselo solamente para retocar las raíces.
- Su cabello tiene rayado o está decolorado. Este tratamiento no debe utilizarse con la tintura que requiere un doble proceso o una decoloración, es decir cualquier tono de cabello considerablemente más claro que su tono natural, o algunos tonos de colorado (incluido el con más oscuro que su tono natural). Si tiene dudas, consulte con su estilista o comuníquese con el fabricante de la tintura para el cabello. La utilización de este producto en cabello cuando incluya relajo y peróxido de hidrógeno (decoloración) causará daño al cabello, independientemente de cuánto lo lavo. Usted trata su cabello con henna o resaca de color (tinturas metálicas).
- Su cabello ha sido alisado con alisadores que contienen lejía (hidróxido de sodio) o hidróxido de litio, potasio o guanidina.
- Su cabello está muy dañado, es muy seco o quebradizo.

CAUTION: Keep Out Of Reach Of Children. May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or poison control center immediately. Do not induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

PRECAUCIÓN: Mantener fuera del alcance de los niños. Puede ser nocivo si se ingiere. Si se ingiere por accidente, beber varias vasos de agua para diluir el producto. Llamar inmediatamente a un médico o al centro de toxicología. No inducir el vómito. Evitar el contacto con los ojos o la piel. Si entra en contacto con los ojos o la piel, enjuagar inmediatamente el área afectada con abundante agua fría durante por lo menos 15 minutos. Si la irritación persiste, consultar a un médico.

DISCLAIMERS

* When tested in salon Va. Bio Ionic® KeraSmooth® Keratin Treatment. Bio Ionic® and KeraSmooth® are registered trademarks of Eumela Concepts, Inc. in Los Angeles, CA

** Va. current Beauty Professionals® Shampoo

Questions or Comments:
Visit www.suave.com or call 1-800-782-8301.

KERATIN INFUSION

SMOOTHING LOT CONTAINS

- Smoothing Cream
- Cuticle Seal Cream
- Heat Defense Leave-In Conditioner
- Comb
- Gloves
- Instructions for use



Maintain your silky smooth hair with lower** sulfate Keratin Infusion Shampoo and Conditioners. To enhance smoothness also try Keratin Infusion Smooth & Shine Serum.

SMOOTHING CREAM

Ingredients/Ingredientes:

Water (Aqua), Ammonium Thioglycolate, Diammonium Dithiodiglycolate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Laureth-23, Ammonium Hydroxide, Fragrance (Parfum), Ceteareth-20, Steareth-2, Trideceth-9, Tetrasodium EDTA, Hydrolyzed Keratin.

CUTICLE SEAL CREAM

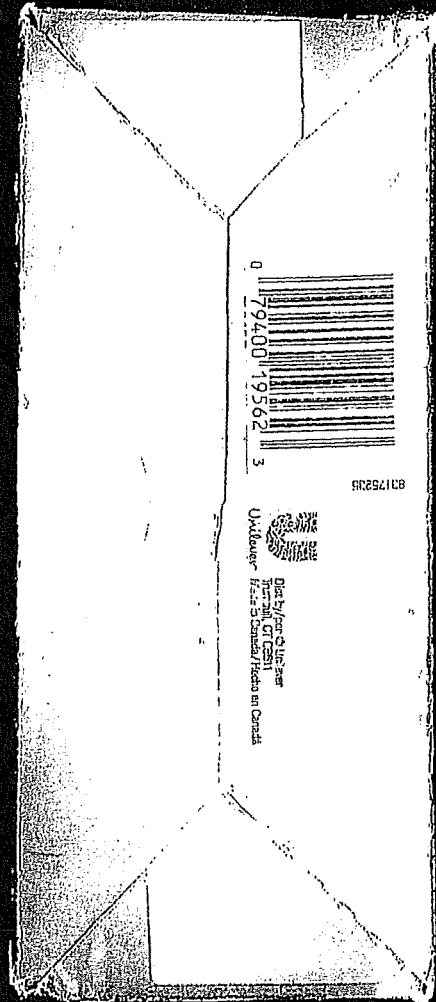
Ingredients/Ingredientes:

Water (Aqua), Cetearyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearamidopropyl Dimethylamine, Hydrogenated Coconut Oil, Behentrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Ammonothicones, Disodium EDTA, Potassium Chloride, Phosphoric Acid, PEG-7 Propylheptyl Ether, Colrimonium Chloride, Hydrolyzed Keratin.

HEAT DEFENSE LEAVE-IN CONDITIONER

Ingredients/Ingredientes:

Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethicone, Stearamidopropyl Dimethylamine, Glycerin, Fragrance (Parfum), Behentrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Pehentimon, DMDM Hydantoin, Hydrolyzed Keratin, Disodium EDTA, TEA-Dodecylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylene Glycol, Isopropylmyl Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxides (CI 77491).



Case: 1:12-cv-06050 Document #: 1 Filed: 08/01/12 Page 35 of 44 PageID #: 35



KERATIN INFUSION 30 DAY SMOOTHING

INSTRUCTIONS FOR USE

What to expect after using Suave Professionals® Keratin Infusion 30 Day Smoothing Kit?

1. Results may vary depending on your hair type.
2. Your hair will begin to return to its original shape and texture over time - but it will continue to be smoother and easier to style for up to 30 days!

READ INSTRUCTIONS COMPLETELY BEFORE BEGINNING.

DO NOT USE THIS SMOOTHING TREATMENT IF:

- You suspect or know you are allergic to thioglycolic acid (commonly used in hair perming products).
- You have previously had a reaction to a hair product, sensitivity to a perm or other chemical product.
- Your hair has been colored in the past week - avoid frequent hair coloring to avoid damage.
- Your hair is highlighted or bleached. This treatment also must not be used with double process color or high lift color. This means any hair color substantially lighter than your natural shade, or certain rare shades, even if darker than your natural color. If in doubt, test your color or contact the hair color manufacturer. Use of this product on lightened hair (including highlights or high lift color processes) will result in hair breakage - regardless of how long ago the hair was treated.
- Your hair is treated with henna's or color restorers (natural dyes).
- You have chemically relaxed or straightened your hair with sodium hydroxide, calcium hydroxide, guanidine, or any chemical that relaxes or straightens hair.
- Your hair has been chemically straightened or with a hot iron style within the past 12 weeks - after which treatment should only be performed as a root touch up.
- Your hair is highly damaged, broken, or very brittle, or breaking.

OTHER IMPORTANT THINGS TO KNOW

- Use in a well ventilated area.
- Avoid contact with eyes - if this happens, flush thoroughly with water for 15 minutes. Seek medical attention if discomfort persists.
- Use only plastic clips/combs. Remove rings and other jewelry - avoid product contact with metal.
- Please wear protective gloves (included) when using this product. Discard any unused product and wash hands after use.
- To avoid irritation, do not apply directly to scalp or skin. Use petroleum jelly to protect the forehead, ears and neck. Product which accidentally contacts the skin must be rinsed off or removed using a damp towel.
- This product may discolor clothing and other fabrics.
- If your hair is colored: Since this product may lighten hair color, we suggest that this product be used 1 to 2 weeks before coloring.

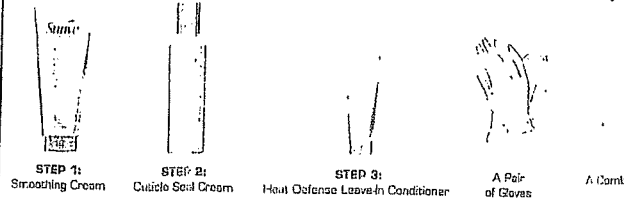
CAUTION:

Keep Out Of Reach Of Children

May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or poison control center immediately. DO NOT induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

KIT CONTENTS:

REQUIRED ITEMS (PROVIDED IN KIT)



REQUIRED ITEMS (NOT PROVIDED)

- A Clock or Timer
- A Towel or Old T-shirt to Wear Around Your Shoulders
- Blow Dryer
- Petroleum Jelly

Immediately before treatment, shampoo hair as usual. Lightly condition. Towel dry well (hair should be just damp). Comb and detangle hair. Apply a light film of petroleum jelly around hairline, ears, and nape of neck. Drape a towel on your shoulders. Wear gloves provided in the kit.

APPLICATION: Do not spend more than 10 minutes applying the product. Use in a well ventilated area - an odor is expected.

1. Beginning where the texture is the coarsest (usually at the nape of the neck), evenly apply a generous amount of the Smoothing Cream (Step 1). Most people will require all of the contents of the tube. People with short hair may need less.

2. Apply from root to tip, smoothing and gently combing the hair straight as you work (Do NOT massage into scalp).

TIP: Even and thorough application is the key to good results! To aid application, you can divide hair into sections. Saturate each section with product. Missing sections of hair will leave those sections un-smoothed.

PROCESSING:

1. NOW - Set timer for the time shown below for your hair type. Never exceed the time specified for your hair type.

Fine/sparse/light waves		Light waves to tight curls		Tight, coarse curls	
Colored	Not colored	Colored	Not colored	Colored	Not colored
15 minutes	20 minutes	20 minutes	20 minutes	20 minutes	25 minutes

2. Comb and smooth every few minutes during processing, keeping hair straight.

TIP: To maintain body at the crown, comb up and back (away from face). Smooth any product picked up on comb back onto hair. More product can be added as needed to keep hair fully coated during processing.

3. At the end of your specified time, RINSE hair thoroughly with warm water, still keeping hair straight. Rinse for a minimum of 5 minutes, or until all product is removed (DO NOT SHAMPOO). Rinse comb. Discard tube.

1. Lightly towel dry hair to remove moisture from hair (DO NOT RUB OR COMB).

2. Apply Cuticle Seal Cream (Step 2) throughout the hair using all or most of the contents of the bottle.

3. Leave in hair for 7 minutes irrespective of hair types. Gently comb 2-3 times while you wait, keeping hair straight.

4. Rinse hair thoroughly with warm water for 4 to 5 minutes or until all product is removed (DO NOT SHAMPOO). Rinse comb. Discard bottle.

To complete the process, apply a dime sized amount of the Heat Defense Leave-In Conditioner (provided in kit), and blow dry your hair into a smooth straight style. Flat iron if desired.

TIP: You do not have to use all the product in the tube. Save for use later. Suave Professionals® Keratin Infusion Heat Defense Leave-In is also sold separately for continued use.

NOTE:

- DO NOT USE SHAMPOO FOR 48 HOURS after treatment.
- Throw away the Step 1 and 2 product. They are only meant for one application.
- Do not color or high-light hair for 1 week after this treatment.
- Do not use within 3 months. You can touch up your style every 3 months.
- View touch up instructions on www.suave.com/keratininfusion
- Extend the life of your smoothing treatment by washing less often.
- Use Keratin Infusion Dry Shampoo to refresh between washes.
- Maintain the benefits with Keratin Infusion Lower* Sulfate Shampoos and Conditioners.

* vs. current Suave® Professionals shampoos



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QUESTIONS & COMMENTS?
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UNIVERSITY OF CALIFORNIA

EXHIBIT C

The Code and our Standard of Conduct

Code of Business Principles (1 of 2)

Standard of Conduct

We conduct our operations with honesty, integrity and openness, and with respect for the human rights and interests of our employees.

We shall similarly respect the legitimate interests of those with whom we have relationships.

Obeying the Law

Unilever companies and employees are required to comply with the laws and regulations of the countries in which we operate.

Employees

Unilever is committed to diversity in a working environment where there is mutual trust and respect and where everyone feels responsible for the performance and reputation of our company.

We will recruit, employ and promote employees on the sole basis of the qualifications and abilities needed for the work to be performed.

We are committed to safe and healthy working conditions for all employees. We will not use any form of forced, compulsory or child labour.

We are committed to working with employees to develop and enhance each individual's skills and capabilities.

We respect the dignity of the individual and the right of employees to freedom of association.

We will maintain good communications with employees through company based information and consultation procedures.

Consumers

Unilever is committed to providing branded products and services which consistently offer value in terms of price and quality, and which are safe for their intended use. Products and services will be accurately and properly labelled, advertised and communicated.

Shareholders

Unilever will conduct its operations in accordance with internationally accepted principles of good corporate governance. We will provide timely, regular and reliable information on our activities, structure, financial situation and performance to all shareholders.

Business Partners

Unilever is committed to establishing mutually beneficial relations with our suppliers, customers and business partners. In our business dealings we expect our partners to adhere to business principles consistent with our own.

Community Involvement

Unilever strives to be a trusted corporate citizen and, as an integral part of society, to fulfil our responsibilities to the societies and communities in which we operate.

Public Activities

Unilever companies are encouraged to promote and defend their legitimate business interests.

Unilever will co-operate with governments and other organisations, both directly and through bodies such as trade associations, in the development of proposed legislation and other regulations which may affect legitimate business interests.

Unilever neither supports political parties nor contributes to the funds of groups whose activities are calculated to promote party interests.

The Environment

Unilever is committed to making continuous improvements in the management of our environmental impact and to the longer-term goal of developing a sustainable business.

Unilever will work in partnership with others to promote environmental care, increase understanding of environmental issues and disseminate good practice.



The Code and our Standard of Conduct

Code of Business Principles (2 of 2)

Innovation

In our scientific innovation to meet consumer needs we will respect the concerns of our consumers and of society.

We will work on the basis of sound science, applying rigorous standards of product safety.

Competition

Unilever believes in vigorous yet fair competition and supports the development of appropriate competition laws. Unilever companies and employees will conduct their operations in accordance with the principles of fair competition and all applicable regulations.

Business Integrity

Unilever does not give or receive, whether directly or indirectly, bribes or other improper advantages for business or financial gain. No employee may offer, give or receive any gift or payment which is, or may be construed as being, a bribe. Any demand for, or offer of, a bribe must be rejected immediately and reported to management.

Unilever accounting records and supporting documents must accurately describe and reflect the nature of the underlying transactions. No undisclosed or unrecorded account, fund or asset will be established or maintained.



Conflicts of Interests

All Unilever employees are expected to avoid personal activities and financial interests which could conflict with their responsibilities to the company.

Unilever employees must not seek gain for themselves or others through misuse of their positions.

Compliance – Monitoring – Reporting

Compliance with these principles is an essential element in our business success. The Unilever Board is responsible for ensuring these principles are applied throughout Unilever. The Chief Executive Officer is responsible for implementing these principles and is supported in this by the Corporate Code Committee chaired by the Chief Legal Officer. Members of the Committee are the Group Secretary, the Chief Auditor, the SVP HR and the SVP Communications. The Global Code Officer is Secretary to the Committee. The Committee presents quarterly updates to the Corporate Responsibility and Reputation and the Audit Committee, half-yearly reports to the Unilever Executive and an annual report to the Board.

Day-to-day responsibility is delegated to all senior management of the regions, categories, functions, and operating companies. They are responsible for

implementing these principles, if necessary through more detailed guidance tailored to local needs, and are supported in this by Regional Code Committees comprising the Regional General Counsel together with representatives from all relevant functions and categories.

Assurance of compliance is given and monitored each year. Compliance with the Code is subject to review by the Board supported by the Corporate Responsibility and Reputation Committee and for financial and accounting issues the Audit Committee.

Any breaches of the Code must be reported in accordance with the procedures specified by the Chief Legal Officer. The Board of Unilever will not criticise management for any loss of business resulting from adherence to these principles and other mandatory policies and instructions. The Board of Unilever expects employees to bring to their attention, or to that of senior management, any breach or suspected breach of these principles.

Provision has been made for employees to be able to report in confidence and no employee will suffer as a consequence of doing so.

Note

In this Code the expressions 'Unilever' and 'Unilever companies' are used for convenience and mean the Unilever Group of companies comprising Unilever N.V., Unilever PLC and their respective subsidiary companies. The Board of Unilever means the Directors of Unilever N.V. and Unilever PLC.

EXHIBIT D



INVESTOR CENTRE MEDIA CENTRE CAREERS

UNILEVER GLOBAL | CHANGE LOCATION

ABOUT US

BRANDS IN ACTION

SUSTAINABLE LIVING

INNOVATION

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SUSTAINABLE
LIVINGRESPONDING TO
STAKEHOLDER
CONCERNS

PRODUCT SAFETY

ADVERTISING &
MARKETINGHUMAN RIGHTS &
LABOUR RIGHTSDEVELOPING
ALTERNATIVE
APPROACHES TO
ANIMAL TESTINGFARM ANIMAL
WELFAREGENETICALLY
MODIFIED CROPS

KODAIKANAL, INDIA

MICROPLASTICS

PRODUCT SAFETY

Consumers trust us to provide them and their families with products that are safe. Product safety is always considered at the design stage of a new product or process.

SAFETY COMES FIRST

Our Code of Business Principles sets out our commitment to provide branded products and services which are safe for their intended use and to innovate on the basis of sound science, applying rigorous standards of product safety. The safe and sustainable design of our products and manufacturing processes is core to our approach to responsible innovation.

We have a long-established Safety & Environmental Assurance Centre (SEAC) which assures the safety and environmental sustainability of our products, and the processes used to manufacture them. See Consumer safety for more.

Sometimes a product that does not meet our high safety and quality standards is accidentally released into the market. Such a product might, for example, have a quality defect, or a contamination of the raw materials or a mislabelling of ingredients. If this happens, protecting consumers' safety is our number one priority. If necessary, we will recall such products.

During 2011 we had four public recalls (compared with five in 2010). The continued reduction of incidents was partly due to our renewed focus on quality as an integral part of our business agenda. We have been putting programmes in place to improve the rigour of our processes - from sourcing and manufacturing to customer and consumer satisfaction with our brands.

Some consumers are concerned about the presence of particular chemicals in our products. We continue to work in partnership with research organisations, industry partners, NGOs and regulators to strengthen consumer confidence in our products, and with them we try to find alternative ingredients, where appropriate.

READ MORE

Code of Business Principles

Safety & environment

What's in our products

Unilever global company website

Sustainable living

Responding to stakeholder concerns

Product safety

USEFUL LINKS

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[Share price](#)
[What's in our products?](#)

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[Annual Report & Accounts 2011 - 5.0MB](#) EN
[Form 20-F 2011 - 907KB](#) EN
[Unilever Quarterly Dividends Background Information - 26KB](#)
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ABOUT US

INTRODUCTION TO
UNILEVER

UNILEVER FACTS

OUR VISION

OUR LOGO

OUR SUPPLIERS

INTRODUCTION TO UNILEVER

On any given day, two billion people use Unilever products to look good, feel good and get more out of life.

LIFE PARTNERS

With more than 400 brands focused on health and wellbeing, no company touches so many people's lives in so many different ways.



Our portfolio ranges from nutritionally balanced foods to indulgent ice creams, affordable soaps, luxurious shampoos and everyday household care products. We produce world-leading brands including Lipton, Knorr, Dove, Axe, Hellmann's and Omo, alongside trusted local names such as Blue Band, Pureit and Suave.

RESPONSIBLE BUSINESS

Since Unilever was established in the 1890s, brands with a social mission have been at the core of our business, and now corporate responsibility underpins our strategy.

In 2010 we launched the Unilever Sustainable Living Plan – a set of targets designed to help us deliver our objective of growing our business while minimising our impact on the environment.

To embed sustainability into every stage of the life cycle of our products, we're working with our suppliers to support responsible approaches to agriculture. We're also learning from NGOs and other organisations, recognising that building a truly sustainable business is not something we can do without expert advice.

We believe that as a business we have a responsibility to our consumers and to the communities in which we have a presence. Around the world we invest in local economies and develop people's skills inside and outside of Unilever. And through our business and brands, we run a range of programmes to promote hygiene, nutrition, empowerment and environmental awareness.

IMPACT & INNOVATION

We realise innovation is key to our progress, and through cutting-edge science we're constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality.

We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products.

Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities.

ABOUT OUR BRANDS

From long-established names like Lifebuoy, Sunlight and Pond's to new innovations such as the Pureit affordable water purifier, our range of brands is as diverse as our worldwide consumer base.

Unilever has more than 400 brands, 12 of which generate sales in excess of €1 billion a year.

Many of these brands have long-standing, strong social missions, including Lifebuoy's drive to promote hygiene through handwashing with soap, and Dove's campaign for real beauty.

We've also won a wealth of advertising industry honours at the prestigious Cannes Advertising Awards, including being named 2010's Advertiser of the Year.

Find out more about Unilever.

RELATED LINKS

[Read the Unilever Sustainable Living Plan](#)

DOWNLOADS

[Introduction to Unilever presentation \(6.8MB\)](#)
[View our Introduction to Unilever presentation](#)

VIEW OUR BRANDS

[View our global brands](#)

OUR LOGO

The story of our logo
 Each icon within our logo represents an aspect of our business and our commitment to helping people get more out of life.

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EXHIBIT 2

JEFFERSON CIRCUIT COURT
30TH JUDICIAL CIRCUIT
DIVISION SEVEN

CIRCUIT CLERK'S OFFICE
JEFFERSON CIRCUIT COURT

2013 MAR 14 P 2:43

Civil Action No. 13-CI-00898

CLERK 6

TERRI NAISER and JONNIE PHILLIPS,
On Behalf Of Themselves And All Others
Similarly Situated,

Plaintiffs,

V.

UNILEVER UNITED STATES, INC., LEK
INC., and CONOPCO, INC. d/b/a/
UNILEVER HOME & PERSONAL CARE
USA,

Defendants.

**FIRST AMENDED
CLASS ACTION COMPLAINT**

The Plaintiffs, Terri Naiser ("Naiser") and Jonnie Phillips ("Phillips") (collectively, the "Plaintiffs"), through counsel, for their First Amended Complaint¹ against Defendants Unilever United States, Inc. ("Unilever"), LEK Corporation ("LEK"), and Conopco, Inc. d/b/a Unilever Home & Personal Care USA ("Conopco") respectfully state as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this class action to seek redress for themselves and all others in the Commonwealth of Kentucky who purchased and/or used Suave® Professionals Keratin Infusion 30 Day Smoothing Kit (the "Treatment" or "Product") from the date in 2011 that the Treatment was made available to consumers through the present. Plaintiffs purchased the Treatment because of Unilever's uniform false representation that it would smooth their hair and coat it with Keratin, a protein found naturally in hair. Undisclosed by Defendants to Plaintiffs and the Class and therefore unknown to Plaintiffs and the Class, the Treatment contains an ingredient or combination of ingredients that causes significant hair loss upon proper application. The active ingredient in the Treatment, Thioglycolic Acid, including its salts and esters, is the same active

¹ This First Amended Complaint is tendered prior to the Defendants' responsive pleading to the original Complaint. Accordingly, leave of Court is not necessary for filing same. See Ky. R. Civ. P. 15.01.

ingredient that is used in hair depilatories and some hair perming solutions. Based on testing conducted by Plaintiffs, and as evidenced by damage caused to Plaintiffs and the putative class, the pH level and concentration of Thioglycolic Acid in the Treatment rendered it dangerous and unsafe for sale as an over-the-counter hair “smoothing” product.

2. In addition, Defendants failed to properly warn consumers of the risks and dangers attendant to the use of such a strong depilatory agent on their hair and scalp – even well after Defendants knew or should have known of its hazards. Defendants’ uniform acts and omissions in connection with the development, marketing, sale and delivery of the Treatment, and its belated and incomplete “recall” of this hazardous Product, violate the Consumer Protection Laws of Kentucky, breach express warranties to Plaintiffs and the Class, violate Kentucky’s product liability laws and constitute negligence and unjust enrichment.

3. Unilever labeled, advertised, promoted and sold the Treatment targeting women who wanted smooth, shiny, manageable hair with no frizz. Through an extensive marketing campaign and via its website and packaging, Unilever made a number of express warranties: that the Treatment was a Keratin-based smoothing treatment and not a toxic chemical relaxer; that its effects would last no longer than 30 days; that it contained no Formaldehyde; and that it was safe.

4. The Treatment was marketed as a Keratin product although Keratin, which is a natural protein, is the last-listed ingredient in the Smoothing Cream and Cuticle Seal Cream. The Treatment was sold among hair conditioning products, although it is not a conditioner but is instead a chemical hair straightener.

5. In addition, Unilever falsely claimed that the Treatment contained “No Formaldehyde,” in all capital letters on the box cover, when in fact the Treatment contains a chemical ingredient that is known to release Formaldehyde upon its use or application.

6. In order to create an impression of the Product as a gentle, natural Keratin-based hair “smoothing” treatment, Unilever falsely promoted the Product’s effects as lasting no longer

than 30 days. Unlike chemical hair straighteners, whose effects are expected to last for many months, the positive attributes to be provided by the Treatment were touted as short-term.

7. Nowhere on the package labeling or on Unilever's websites or other marketing materials did Unilever warn Plaintiffs and members of the Class that they were at risk of significant hair loss and/or scalp burns upon proper application of the Treatment.

8. Unilever failed to warn Plaintiffs and members of the Class of the risks, even though it knew, before or almost immediately upon introduction of the Product in late 2011, that consumers were complaining that the Treatment caused significant hair loss and scalp burns (among other adverse effects, such as hair discoloration).

9. Not only did Unilever fail to properly warn consumers before they purchased the Product, but when it finally chose to "recall" the Product in May 2012, it told consumers the Product was being "discontinued" and was still safe to use, while at the same time directing retailers to immediately remove the Product from the shelves and send it back to Unilever.

10. Up to the date of filing of this Complaint, Unilever has never fully and appropriately recalled the Product. Unilever continued to falsely claim to consumers that the Product is safe, and continued to fail to warn consumers of the dangers of proper application and/or misapplication of the Treatment. Unilever's efforts to conceal and downplay the hundreds if not thousands of complaints of Class Members who have lost their hair as a result of using this Product has resulted in a pointed attack on consumers. Specifically, Unilever attempts to shift attention and blame from the defects in the Product and its own failure to warn consumers by falsely claiming that it is the consumers' "misunderstanding" of the appropriate use and application of the Treatment that has resulted in the Product's failure.

11. Kentucky consumers reasonably expect that their hair care products will not cause significant hair loss because of defective design and manufacturing or because of inadequate research or due diligence. Kentucky consumers had no expectation that the Treatment would cause scalp burns and cause their hair to fall out.

12. Further, consumers reasonably expect that if Unilever, the company primarily responsible for developing, manufacturing, marketing and distributing the Product, knew that the Treatment would or could cause hair loss (whether by proper application or by misapplication), Unilever would make a disclosure to consumers as soon as it determined there was a widespread problem, rather than quietly discontinuing the Product and attempting to conceal the problem. By downplaying, concealing and misrepresenting the Product and the safety and risks of its use, Unilever failed in its duty to provide consumers with adequate information, and continued even after the so-called "recall" to create and perpetuate a false public perception that there was little or no risk of harm from the use of its Product.

13. In its continuing efforts to conceal the dangers and serious harm attendant to use of the Product, Unilever has also engaged in a campaign designed to obtain unconscionable and unenforceable releases from consumers injured by use of the Product. Upon information and belief, Unilever has solicited and obtained releases from Kentucky consumers who were injured by use of the Product, without advising them of their right to obtain legal counsel to review the form releases that Unilever propounded and without fully explaining the terms or legal effect of the form releases, including that (a) the form releases purport to release third party retailers for no extra consideration; (b) the form releases purport to release personal injury claims for no extra consideration beyond the economic losses incurred by the consumer; (c) the form releases require consumers to indemnify Unilever for all losses "from any and every claim or demand of every kind and character, including claims for contribution;" (d) the form releases require the consumer to indemnify Unilever from any claims for payment of medical expenses by Medicare/Medicaid; and (e) the form releases require the consumer to hold Unilever harmless "from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare/Medicaid." The release forms that Unilever required its unrepresented consumers to sign contain terms that are so outrageous that they should be set aside as unconscionable and unenforceable under Kentucky law.

THE PARTIES

14. At all times relevant to this Complaint, Plaintiff Naiser resided in and currently resides in Louisville, Jefferson County, Kentucky. Naiser purchased and used the Product in Louisville, Jefferson County, Kentucky.

15. At all times relevant to this Complaint, Plaintiff Phillips resided in and currently resides in Utica, Daviess County, Kentucky. Phillips purchased the Product in Calhoun, Meade County, Kentucky and used the Product in Utica, Kentucky.

16. Defendant Unilever is a subsidiary of the dual-listed company consisting of Unilever N.V. in Rotterdam, Netherlands and Unilever PLC in London, United Kingdom. Unilever, which includes the Suave brand, is a Delaware corporation with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Unilever manufactured, marketed, designed, promoted and/or distributed the Treatment.

17. Knowlton Development Corporation ("Knowlton") is a foreign corporation with its principal place of business in Knowlton, Quebec, Canada. Defendant LEK, also a foreign corporation with its principal place of business in Knowlton, Quebec, Canada, is a subsidiary of Knowlton. LEK, formerly known as Les Emballages Knowlton, Inc., manufactured the Product for sale by Unilever in the United States, knowing that the Product would be sold in the United States, including the Commonwealth of Kentucky, and thereby causing injury to Kentucky residents and citizens as a direct result of the purchase and sale of said Product.

18. Defendant Conopco is a New York corporation with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Upon information and belief, LEK obtained a contract from Conopco for the manufacture of the Product as set forth in Paragraph 17 above, with LEK and/or Conopco being responsible for the distribution of the manufactured Product to retailers. At all times relevant hereto, Conopco knew or should have known that the Product would be sold in the United States, including the Commonwealth of Kentucky, thereby causing injury to Kentucky residents and citizens as a direct result of the purchase and sale of said Product.

JURISDICTION AND VENUE

19. This Court has jurisdiction over the subject matter of this action because the Plaintiffs' claims against the Defendants arise out of acts or omissions of one or more of the Defendants in Jefferson County, Kentucky.

20. This Court has personal jurisdiction over the Defendants in this action pursuant to KRS 454.210 (the "Kentucky Long Arm Statute") because during the relevant period of time these Defendants, among other things, derived substantial revenue from Kentucky and caused tortious injury to the Plaintiffs in this Commonwealth.

21. Venue is proper in Jefferson County because one or more of the Defendants have derived substantial revenue, caused tortious injury and/or transacted business in Jefferson County, Kentucky, because a substantial part of the events or conduct giving rise to the Plaintiffs' claims occurred in Jefferson County, Kentucky, because the Plaintiff Naiser resides in, purchased and used the Product and was damaged thereby in Jefferson County, and because each of the Defendants is subject to personal jurisdiction within the Commonwealth of Kentucky and Jefferson County, Kentucky in particular.

FACTUAL ALLEGATIONS

The Product And Product Warranties

22. Unilever released Suave® Keratin Infusion 30-day Treatment on or about December 9, 2011. The Treatment was sold by Unilever directly and through retail shops to consumers nationwide.

23. In promoting its new Treatment, for example on Walmart.com, Unilever stated: "Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days." The description continues by pointing out that the Product contains "No formaldehyde."

24. The Walmart ad describes how the Product works: "Step 1: Smoothing Cream with keratin loosens, smoothens, And detangles curls And waves. Step 2: Cuticle Seal Cream with Keralock Technology reforms keratin bonds inside the hair fiber And eliminates frizz for long lasting smoothness And manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use." A copy of the Walmart ad is attached as Exhibit A and can be found at <http://www.walmart.com/ip/TO-BE-DELETED-Suave-Professionals-Keratin-Infusion-30-Day-Smoothing-Kit/20461380>.

25. The Product states, on the front of the box, that the Treatment "Smooths Your Style as Well as a Keratin Treatment." Below that statement is printed in all caps: "NO FORMALDEHYDE." The package instructions state: "Your hair will continue to be smoother and easier to style for up to 30 days !" The package instructions further advise: "To complete the process, apply the Heat Defense Leave-In Conditioner and blow dry your hair into a smooth, straight style. Flat iron if desired." A copy of the box labeling and instructions are attached as Exhibit B.

26. Keratin is a protein found naturally in hair. By promoting the Treatment as a treatment that "infuses hair with keratin protein" and that did not contain Formaldehyde, Unilever warranted the Product as a safe, non-toxic hair smoothing solution that could be purchased at a fraction of the price of a salon treatment.

27. However, despite the express representation that the Treatment contains no Formaldehyde, the Treatment does contain DMDM Hydantoin, a chemical that is known as a "Formaldehyde-releaser." See <http://www.safecosmetics.org/article.php?id=599>. Formaldehyde releasers are sometimes used in cosmetics in place of Formaldehyde and release amounts of Formaldehyde over time. Formaldehyde is a known human carcinogen.

28. An investigation by the non-profit Environmental Working Group reported that some cosmetic companies disguise the Formaldehyde in their products by using, among other

things, Formaldehyde releasers instead of Formaldehyde. See <http://www.ewg.org/hair-straighteners/our-report/hair-straighteners-that-hide-formaldehyde>.

29. An average consumer reviewing the Unilever representation that the Treatment contains “No Formaldehyde” would not expect that it would contain a chemical known to release Formaldehyde upon use or application.

30. Plaintiffs and the Class would also not expect that application of the Treatment would cause hair loss and scalp burns upon proper application.

31. Plaintiffs and the Class would reasonably expect a warning regarding any potential hazard to consumers, especially because the Food, Drug and Cosmetic Act regulations provide that cosmetics that may be hazardous to consumers must bear appropriate warnings. See <http://www.fda.gov/Cosmetics/CosmeticLabelingLabelClaims/default.htm>.

32. Contrary to the Food, Drug and Cosmetic Act regulations, the Product also failed to provide adequate directions for safe use, although Defendants knew or should have known the Product would be unsafe if used incorrectly. In fact, Unilever’s website affirmatively represents that it complies with all applicable labeling laws. See Unilever’s Code of Business Principles, attached as Exhibit C and available on its website at http://www.unilever.com/images/Code-of-Business-Principles_tcm13-274232.pdf.

33. Unilever’s representations that the Product is safe, contains “No Formaldehyde,” and would smooth hair for no longer than 30 days, was plainly false.

34. In response to the damage customers have suffered after using this Product, consumers created a Facebook page entitle “Suave-Keratin-Infusion-Kit-Destroyed-my-Hair.” The page describes:

NIGHTMARES & HORROR Stories shared by VICTIMS of this product. Even if you haven’t been affected, but can sympathize, please “LIKE” this page as it would be very helpful to those who have & continue to suffer as a result of Suave’s negligence! THANK YOU!

Mission

The intent of this group is to, first and foremost WARN others about the potential damage and danger (yes, danger), but also in hopes to get the attention of Unilever (Suave)!

PLEASE feel free to tell your stories in as much detail as you can. Pictures and videos will also be very helpful in garnering attention!

Many, including myself, strongly believe that this product is falsely advertised, misleading, devoid of proper warnings, not safe for over-the-counter sales, should be reviewed by the FDA, and pulled from the market immediately.

****ENDGAME:*****

GETTING THIS DANGEROUS PRODUCT DISCONTINUED OR RECALLED, AND *RECOMPENSE* FOR ALL THOSE WHO HAVE SUFFERED INJURIES, TRAUMA, AND THE LOSS OF THOUSANDS OF DOLLARS SPENT ON REPAIRS - A DIRECT RESULT OF BEING INTENTIONALLY MISLEAD BY UNILEVER, AND THEIR NEGLIGENCE.

Description

This group was created for people who have had horrible experiences with the "Suave Professionals Keratin Infusion 30 Day Smoothing Kit," and who need a place to tell their stories, vent, cry, scream, or receive support and empathy from others who have been likewise traumatized.

35. There are hundreds of posts highlighting the "horror stories" of women who used the Treatment. These stories are strikingly similar to Plaintiffs' experiences. These consumers describe how they were misled by Unilever's representations about the Product, expecting a Keratin-based smoothing Treatment whose effects would last no longer than 30 days, but instead received a toxic hair straightener that caused hair loss and other adverse effects.

36. Upon information and belief, as early as December 2011 Unilever became aware of the serious adverse effects resulting from use of the Treatment, such as hair loss and chemical burns. However, despite that knowledge, Unilever remained silent, knowingly failed to warn distributors or the public of the problems caused by the Treatment and continued selling the Treatment with the same express warranties and without appropriate warnings.

37. On the day the Product was “recalled,” Unilever explained on a website listing numerous recalled products that the Treatment was taken off the market “because of potential consumer misunderstanding of the product’s suitability for certain hair conditions.” Unilever admitted that consumers “misunderstood” the Treatment, which misunderstanding was caused by Unilever’s false marketing of the Treatment as, among other things, a temporary hair smoothing product, not a long-lasting toxic chemical relaxer that could cause hair loss and other damage.

38. The Food and Drug Administration (FDA), on its website at <http://www.fda.gov/Safety/Recalls/EnforcementReports/ucm307229.htm>, indicates that the Treatment was recalled by Unilever by letter dated May 8, 2012. The FDA website notes that there were 381,288 kits in commerce nationwide that were recalled. The FDA website further notes that the Treatment was manufactured by Les Emballages Knowlton, Inc., now known as LEK, a subsidiary of Knowlton.

39. Retailers were advised by Unilever to immediately cease distribution of the Product and were advised to send the Product back to Unilever. Upon information and belief, some retailers continued to sell the Product after the recall.

40. In recalling the Product, Unilever did not make any public announcement and did not publicly respond to the numerous complaints of adverse incidents associated with its use. Instead, Unilever posted a simple notice on its website indicating that the Treatment had been “discontinued” and requesting that customers call for additional information.

41. Defendants LEK and Conopco did nothing in connection with the recall despite the reference to LEK as the “manufacturer” in connection with the FDA’s notice of recall.

42. Unilever continues to this day to advise consumers that the Product is safe to use as directed, without providing any disclosure concerning the complaints of hair loss and with no warnings regarding the hair loss that may result from its continued use. See <http://keratininfusion.suave.com/us/base/howto#productFaqs>.

43. Unilever actively and intentionally misled consumers by telling consumers the Product was safe to use while at the same time telling retailers to immediately recall the Product and to bar sales of the Product sitting on their shelves.

44. Unilever's Code of Business Principles, Exhibit C, states that Unilever "complies with laws and regulations of the countries in which they operate." It further provides that Unilever is "committed to providing products which are safe for their intended use. Products and services will be accurately and properly labeled, advertised and communicated."

45. Unilever also makes the following representations on its website, portions of which are attached as Exhibit D:

- "Consumers trust us to provide them and their families with products that are safe."
- "[P]rotecting consumers' safety is our number one priority."
- "We realise innovation is key to our progress, and through cutting-edge science we're constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality. We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products. Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities."
- "On any given day, two billion people use Unilever products to look good, feel good and get more out of life."

Defendants' Conduct With Respect To The Hazard Posed By The Product

46. The active ingredient in the Product, Thioglycolic Acid, including its salts and esters, was originally developed as a depilatory agent for uses such as removing animal hair from hides so that a processor could transform a hairy hide into leather capable of being processed. Thioglycolic Acid is so corrosive that, if left on too long, it will dissolve the bonds holding hair together until the hair strand is transformed into a jelly-like substance that can be wiped away.

47. Designing, manufacturing and providing a direct-to-consumer hair conditioning with Thioglycolic Acid, at the pH levels and concentration in the Product, was unreasonably

dangerous and unsafe to consumers, especially when marketed as a gentle, “smoothing” hair conditioning treatment.

48. Upon information and belief, Les Emballages Knowlton, now known as Defendant LEK, manufactured the Product for Unilever pursuant to a contract issued by Conopco. While the exact nature of the relationship between the Conopco and Unilever entities remains unknown, Plaintiffs are informed and believe that Conopco granted the manufacturing contract to LEK as agent for Unilever.

49. On its website, LEK boasts that it is “strategically positioned twenty minutes from the US-Canada border – immediately north of the US eastern states” in an obvious attempt to solicit and obtain US business. The website continues by explaining that “LEK is a highly flexible manufacturing environment designed to meet the needs of mass brands; from new product introductions, to brand growth, as well as the continuous improvement needs of mature brands. Highly capable in the production of liquid and solid products, LEK is recognized by the market as a leader in large-scale hot pour capabilities, boasting some of the best expertise in the manufacture of anti-perspirants and deodorants in the world.” See <http://www.kdc-companies.com/kdc/lek.php>

50. Under the heading “Team” the website continues to claim that the organization is “best in class in planning and introducing new products to the mass market, as well as introducing cost improvement programmes that secure a product’s profitability over its life-cycle. Since 1991, LEK has been a stable partner to some of the most important brand-owners in the world, as its management and operational teams continue to refine their approach to managing the complexity of the consumer packaged goods industry.” *Id.*

51. Based upon LEK’s own representations, it claimed to have the expertise and ability to manufacture a safe and effective Product for Unilever. Despite its purported expertise, it failed to perform adequate testing to determine that the Product, at the pH and concentrations in which it was offered for sale, was dangerous and unfit for sale directly to consumers. Despite its purported expertise in managing “new product introductions,” LEK permitted the Product to

be sold with incomplete and inaccurate instructions and warnings, and although as a manufacturer it owes a duty of care to Plaintiffs and all putative Class Members, LEK failed to properly warn or advise potential consumers of the risk attendant with use of the Product.

52. Instead, upon information and belief, LEK (with Unilever and Conopco) knowingly permitted the manufacture and sale to Kentucky consumers of a Product that was dangerous and unfit for sale as a temporary hair "smoothing" Product.

53. Prior to Plaintiffs' purchase of the Product, Defendants were aware or should have been aware that the Treatment contained an inherent defect that caused significant hair loss and scalp burns upon proper application and that any instructions and warnings provided with the Product directly to consumers were materially insufficient.

54. Defendants Unilever, LEK, and Conopco knew, or but for their reckless indifference would have known, prior to Plaintiffs' purchases of the Product that they would continue to receive complaints of hair loss attributed to the Product. Based on their experience, Defendants knew or should have known that even if they diligently investigated the problem, it would be difficult if not impossible to remediate the problem.

55. Unilever knew, or but for its reckless indifference would have known, that: (a) the risk of scalp burns and hair loss was substantial, (b) Unilever's customers were unaware of that substantial risk, and (c) those customers had a reasonable expectation that Unilever would disclose that risk and fully and appropriately issue a recall of the Product.

56. Despite such knowledge, Unilever did not disclose to prospective purchasers, before or after the so-called recall, that there was a substantial risk of scalp burns and hair loss associated with use of the Product. Unilever instead continued to claim the Product was safe even after the so-called recall, while concealing all the adverse reports filed by consumers. Unilever told consumers that the Product was discontinued because of consumer "confusion," not because users of the Product were losing their hair and burning their scalps.

FACTS RELATING TO NAMED PLAINTIFFS

57. Plaintiff Naiser purchased the Treatment in or about April 2012. Based on Unilever's representations, Naiser expected to be purchasing a short-term "smoothing" conditioner and not a harsh chemical relaxer which contained the same active ingredient that is used in hair removal products. Naiser was exposed to and familiar with Unilever's claims about the Treatment not containing Formaldehyde and being a "smoothing" Product whose effects would last no longer than 30 days. She paid approximately \$10.00 for the Treatment, which she purchased at a Target in Louisville, Kentucky.

58. Upon proper application of the Treatment, Naiser's hair loosened from its natural tight curls to being completely straight. Within a short period of time, she noticed she was experiencing significant hair loss and breakage as a result of her use of the Product. The straightening effects and damage to Naiser's hair continued for months, well beyond the "30 days" promised on the Treatment package. To date, she has spent approximately \$2,000.00 on haircuts and conditioning products in an effort to restore the damage caused by use of the Product.

59. Plaintiff Phillips purchased the Treatment in or about June 2012. Phillips was familiar with Keratin-based hair treatments and saw ads for the Product which offered it as a good value compared to expensive salon Keratin-based treatments. Phillips was exposed to and familiar with Unilever's claims about the Treatment being a "smoothing" Product whose effects would last no longer than 30 days. She paid approximately \$15.00 for the Treatment, which she purchased at a Rite Aid drug store in Calhoun, Kentucky.

60. Phillips reviewed the Product instructions and so-called warnings and applied all three steps as instructed by Unilever's package inserts. Immediately upon application, the Product was burning her scalp. She finished the application and then rinsed it off and noticed red patches on her scalp, visible immediately after she removed the Product. The redness went away after a short while, but Phillips' scalp remained tender for weeks following application of the

Treatment. Phillips' hair also began to fall out and break, and she had it cut in a layered fashion in an attempt to hide the damage.

61. A few days after using the Treatment, Phillips contacted her hair dresser and began to take steps to remediate the damage caused by the Product. To date, she has spent hundreds of dollars on conditioners and special treatments to try to restore her hair, including incurring additional charges for haircuts at the salon, above and beyond those she would have normally had.

62. Plaintiffs purchased the Treatment because of Unilever's false representations about what the Product offered them, and because they were unaware that the Treatment was unsafe and would cause hair loss and scalp burns, among other effects.

63. Plaintiffs provided pre-suit notice to Unilever and LEK of their warranty claims and all Defendants had actual notice of the alleged defect and harm caused by the Product.

CLASS ALLEGATIONS

64. Plaintiffs bring this action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure on behalf of all Kentucky residents who purchased the Product for personal or household use at any time since the date in 2011 that the Product was first made available to consumers (the "Class"). Plaintiffs seek to recover on their behalf, and on behalf of all similarly situated Kentucky residents, the economic losses and damages they have and will sustain as a result of their purchases of the now-recalled Product, including but not limited to: (a) the cost of haircuts, conditioners and other products purchased to repair the damage to their hair; (b) the cost of any medical assessments or testing incurred as a result of their purchases of the Product; (c) other consequential and incidental damages; and (d) any other appropriate damages.

65. Plaintiffs are members of the Class they seek to represent. Excluded from the Class are: Defendants; any entities in which Defendants have a controlling interest; any of the Defendants' parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families; defense counsel in this case and his, her or their immediate family; and those who purchased the Treatment for resale.

66. Upon information and belief, the Defendants sold hundreds, if not thousands of Treatment kits to Kentucky residents. Plaintiffs and the members of the Class they seek to represent are so numerous that joinder of all members individually, in one action or otherwise, is impractical. The precise number of Class Members and their identities are unknown to Plaintiffs at this time but will be determined through discovery and other means. Class Members may be notified of the pendency of this action by mail and/or publication.

67. This action involves questions of law and fact common to Plaintiffs and all members of the Class, which include the following:

- (a) Whether the Treatment contains the defect alleged herein;
- (b) Whether Defendants failed to appropriately warn Class Members of the damage that could result from use of the Product;
- (c) Whether Defendants had actual or imputed knowledge of the defect but did not disclose it to Plaintiffs or the Class;
- (d) Whether Unilever promoted the Product with false and misleading statements of fact and material omissions;
- (e) Whether the alleged conduct constitutes violation of the laws or regulations asserted herein;
- (f) Whether Plaintiffs and Class Members sustained damages resulting from Defendants' conduct and, if so, the proper measure of damages or other relief.

68. These and other questions of law and/or fact are common to the Class and predominate over any questions affecting only individual Class Members.

69. The claims of the named Plaintiffs are typical of the claims of the proposed Class, and Plaintiffs will fairly and adequately protect the interests of the Class and have no interests adverse to, or which directly conflict with, the interests of the other members of the Class.

70. Plaintiffs have engaged the services of counsel who are experienced in complex class litigation, who will adequately prosecute this action, and who will assert and protect the rights of and otherwise represent Plaintiffs and the absent Class Members.

71. Plaintiffs' claims are typical of those of the absent Class Members in that Plaintiffs and the Class Members each purchased and used the Treatment and each sustained damages arising from Defendants' wrongful conduct, as alleged more fully herein.

72. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable for proposed Class Members to prosecute their claims individually.

73. Plaintiffs submit that there will be fewer difficulties in the fair, efficient and cost-effective management of this action or the common issues therein as a class action, and there will be benefits to and protections of the legitimate interests of the parties, the court and the public with the maintenance of this action as a class action than there would be under any other procedural alternative. Means exist to address any individual issues of injury and damages involved in fair and adequate compensation for the Class, after common issues relating to Defendants' Product, conduct, knowledge, duties and breach thereof have been adjudicated. Claims processes may also be employed to fashion and implement an expeditious remedy for the Class.

74. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I

(Breach Of Express Warranty – Against Unilever Only)

75. Plaintiffs incorporate the allegations contained in Paragraphs 1-74 of the Complaint by reference as if fully set forth herein.

76. Plaintiffs bring this claim individually and on behalf of the Class.

77. Plaintiffs and each member of the Class formed a contract with Unilever at the time Plaintiffs and the other Class Members purchased the Treatment. The terms of that contract

include the promises and affirmations of fact made by Unilever on the Treatment's packaging and through marketing and advertising, as described above. This marketing and advertising constitute express warranties and became part of the basis of the bargain, and are part of the standardized contract between Plaintiffs and the members of the Class and Unilever.

78. Unilever purports through its advertising and packaging to create express warranties that the Treatment was a hair "Smoothing" Product and not a chemical relaxer, that the effects of the Treatment would last no more than 30 days, and that it contained No Formaldehyde and was safe.

79. All conditions precedent to Unilever's liability under this contract were performed by Plaintiffs and the Class when they purchased the Product and used it as directed.

80. Unilever breached express warranties about the Treatment and its qualities because Unilever's statements about the Product were false and because the Product does not conform to Unilever's affirmations and promises described above. Plaintiffs and the Class would not have purchased the Product had they known the true nature of the Treatment and the mis-statements regarding what the Product was and what it contained.

81. As a result of Unilever's breach of warranty, Plaintiffs and the Class have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from the purchases, including the cost to repair their hair loss.

COUNT II

(Violation Of The Kentucky Consumer Protection Act – Against Unilever Only)

82. Plaintiffs incorporate the allegations contained in Paragraphs 1-81 of the Complaint by reference as if fully set forth herein.

83. Plaintiffs bring this claim individually and on behalf of the Class.

84. Plaintiffs and the Class Members are consumers entitled to the protections of the Consumer Protection Act, KRS 367.110, et. seq. (the "Act") and may recover damages pursuant to the provisions of the Act, both compensatory and punitive.

85. Unilever deceived Plaintiffs and members of the proposed Class in violation of the Act by promoting and/or allowing sales of the Treatment with the use of unfair, false, misleading or deceptive acts or practices in the conduct of the trade and/or commerce of selling the Treatment. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the Product.

86. As detailed above, Unilever, through its advertisements and packaging, used unconscionable commercial practices, deception, fraud, false promises and misrepresentations in violation of the Act in connection with the marketing of the Treatment.

87. Unilever also knowingly concealed, suppressed and consciously omitted material facts from Plaintiffs and other members of the Class knowing that consumers would rely on the advertisements and packaging and Unilever's uniform representations to purchase the Product.

88. Plaintiffs did not become aware of any facts which would have called into question the false public perception of safety which Unilever had created, until and after the so-called "recall."

89. Until the present, Unilever knowingly accepted the benefits of its deception and improper conduct in the form of profits from the increased sale of the Product.

90. In addition, and upon information and belief, Unilever has continued to defraud consumers in Kentucky by soliciting and obtaining signatures from unrepresented consumers on form releases that are oppressive and unconscionable for, among other reasons, the following: (i) the releases fail to advise consumers anywhere on the release form, of the important legal consequences of releasing all claims related to their purchase and/or use of the Treatment; (ii) the releases require consumers to indemnify Unilever under conditions that are unfair and oppressive; (iii) the releases purport to waive claims for third party retailers, for no additional consideration and without explanation; and (iv) the releases purport to release personal injury claims without providing any additional consideration beyond providing reimbursement of economic losses actually sustained by consumers.

91. Upon information and belief, Unilever's representatives provided false and/or incomplete information to unrepresented consumers in order to obtain signed releases, including but not limited to representations that diminish the legal significance and consequences of the releases.

92. As a proximate result of the above-described Consumer Protection Act violations, Plaintiffs and other members of the Class: (a) purchased and used the Treatment when they would not otherwise have done so; (b) suffered economic losses consisting of the cost of purchasing the Treatment; (c) suffered and/or will suffer additional economic losses in repairing and restoring the damage caused by the Treatment; and (d) suffered and will suffer additional economic losses incidental to any visits to dermatologists or other medical specialists, including lost income and related expenses. As a direct and proximate result of Unilever's fraud in obtaining signatures on legal form releases without proper consideration and based upon the provision of false and incomplete information, Plaintiffs request that this Court set aside any and all releases signed by putative Kentucky Class Members, along with any other appropriate relief.

COUNT III

(Violation Of Magnuson-Moss Act (15 U.S.C. § 2301 et seq. – Against Unilever Only)

93. Plaintiffs incorporate the allegations contained in Paragraphs 1-92 of the Complaint by reference as if fully set forth herein.

94. Plaintiffs bring this claim individually and on behalf of the Class.

95. Plaintiffs and the Class are consumers as defined in 15 U.S.C. § 2301(3).

96. Unilever is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)(5).

97. The Treatment is a consumer product as defined in 15 U.S.C. § 2301(6).

98. By reason of Unilever's breach of warranties as set forth above, Unilever has violated the statutory rights due to the Plaintiffs and the Class pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq.; thereby damaging Plaintiffs and the Class.

COUNT IV

(Negligence And/Or Gross Negligence – Against All Defendants)

99. Plaintiffs incorporate the allegations contained in Paragraphs 1-98 of the Complaint by reference as if fully set forth herein.

100. Plaintiffs bring this claim individually and on behalf of the Class.

101. Defendants owed Plaintiffs a duty to use due care in their development, testing, planning, design, marketing, sale and recall of the subject hair care Product offered for use by consumers.

102. Through their failure to exercise due care, Defendants breached this duty by producing, processing, manufacturing, distributing and/or offering for sale a Product in a defective condition that was unsafe for unsupervised use at home by consumers.

103. Additionally, Defendants breached their duty of care to Plaintiffs by failing to use sufficient quality control, perform adequate research or testing, proper manufacturing, production or processing, and failing to take sufficient measures to prevent the Product from being offered for sale in an unsafe and hazardous form.

104. Defendants further breached their duty of due care by failing to properly and adequately inform consumers once safety concerns, including hair loss and chemical burns, were brought to the Defendants' attention, and further breached their duty of care by failing to fully and appropriately recall the Product.

105. Defendants knew, or in the exercise of reasonable care should have known, that the Product presented an unacceptable risk to consumers, and would result in damages that were foreseeable and reasonably avoidable.

106. As a direct and proximate result of Defendants' above-referenced negligence and/or gross negligence, Plaintiffs and the Class have suffered and are entitled to recover damages, both compensatory and punitive.

COUNT V

(Strict Liability – Against All Defendants)

107. Plaintiffs incorporate the allegations contained in Paragraphs 1-106 of the Complaint by reference as if fully set forth herein.

108. Plaintiffs bring this claim individually and on behalf of the Class.

109. Defendants are producers, manufacturers, marketers and/or distributors of the Product.

110. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective in design or formulation in that, when the Product left the hands of Defendants, the foreseeable risks of harm exceeded the benefits associated with the design or formulation.

111. Defendants' Product was expected to, and did, reach Plaintiffs without substantial change in condition.

112. Alternatively, the Product manufactured, designed, marketed and/or supplied by Defendants was defective in design or formulation in that, when it left the hands of Defendants, it was unreasonably dangerous, more dangerous than an ordinary consumer would expect without concomitant accurate information and warnings accompanying the Product.

113. Defendants researched, produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate warning, testing, study and/or reporting regarding the results of such efforts.

114. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate post-market warning or instruction because, after Defendants knew or should have known of the risk of injury from the recalled Product, Defendants failed to immediately provide adequate warnings to Plaintiffs and the Kentucky public.

115. As the direct and legal result of the defective condition of the Product as produced, manufactured, designed, marketed and/or distributed by Defendants, and of the

negligence, carelessness, other wrongdoing and actions of Defendants described herein, Plaintiffs and the Class suffered damages.

COUNT VI

(Unjust Enrichment – Against All Defendants)

116. Plaintiffs incorporate the allegations contained in Paragraphs 1-115 of the Complaint by reference as if fully set forth herein.

117. Plaintiffs bring this claim individually and on behalf of the Class.

118. Plaintiffs and Class Members conferred a benefit on Defendants by purchasing the Treatment.

119. Defendants have been unjustly enriched in retaining the revenues derived from Class Members' purchases of the Treatment, which retention of such revenues under these circumstances is unjust and inequitable because Defendants manufactured a defective Product, and Unilever misrepresented the nature of the Product, misrepresented its ingredients, and knowingly marketed and promoted a dangerous and defective Product, which caused injuries to Plaintiffs and the Class because they would not have purchased the Treatment based on the same representations if the true facts concerning the Product had been known.

120. Because Defendants' retention of the non-gratuitous benefit conferred on it by Plaintiffs and the Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiffs and the Class Members for their unjust enrichment, as ordered by the Court.

WHEREFORE, Plaintiffs, individually and on behalf of the Class of persons described herein, themselves and all others similarly situated, respectfully request the following relief:

- A. An Order certifying the Class as defined above;
- B. An Order designating Plaintiffs as representatives of the Class and their counsel as Class counsel;
- C. Judgment against the Defendant Unilever on Count I of the Complaint for Breach of Express Warranty, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

D. Judgment against the Defendant Unilever on Count II of the Complaint for Violation of the Kentucky Consumer Protection Act, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

E. Judgment against the Defendant Unilever on Count III of the Complaint for Violation of the Magnuson-Moss Act, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

F. Judgment against the Defendants Unilever, LEK, and Conopco on Count IV of the Complaint for Negligence And/Or Gross Negligence, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

G. Judgment against the Defendants Unilever, LEK, and Conopco on Count V of the Complaint for Strict Liability, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

H. Judgment against the Defendants Unilever, LEK, and Conopco on Count VI of the Complaint for Unjust Enrichment, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

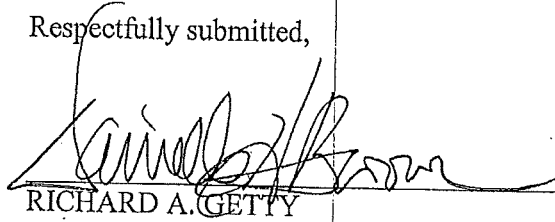
I. An award of restitution and other appropriate equitable relief;

J. A jury trial on all Counts of the Complaint so triable;

K. Reasonable attorney's fees and costs; and

L. Such other and further relief as the Court deems appropriate.

Respectfully submitted,



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and

DANIELLE H. BROWN

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and

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LAW OFFICE OF JANA EISINGER, PLLC
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(Motion for Admission pro hac vice to be filed)

COUNSEL FOR PLAINTIFFS

ragpld3577

EXHIBIT A



TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit

Buy from Walmart

Shipping & Pickup

\$10.97

Not Available at this time

Also in stores

Not carried in your local Richmond store.

Find in another store

Show this number: 0007940019562 to a Walmart associate to find this item in your store

Product availability, styles, promotions and prices may vary between stores and online.

Item Description

Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

Suave Professionals Keratin Infusion 30 Day Smoothing Kit:

- Smoothes your style as well as a keratin treatment
- One application
- No formaldehyde
- Smoothing kit contains: smoothing cream, cuticle seal cream, heat defense leave-in conditioner, comb, gloves, instructions for use

Specifications

Top of Page

Model No.	19562
Shipping Weight (in pounds):	1.5
Product in Inches (L x W x H):	5.69 x 2.44 x 7.52
Walmart No.	550161452

Ingredients

Smoothing Cream: Water (Aqua), Ammonium Thioglycolate, Diammonium Dithiodiglycolate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Laureth-23, Ammonium Hydroxide, Fragrance (Parfum), Ceteareth-20, Steareth-2, Trideceth-6, Tetrasodium Edta, Hydrolyzed Keratin. Cuticle Seal Cream: Water (Aqua), Cetearyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearamidopropyl Dimethylamine Hydrogenated Coconut Oil, Behetrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Amodimethicone, Disodium Edta, Potassium Chloride, Phosphoric Acid, Peg-7 Propylheptyl Ether, Cetrimonium Chloride, Hydrolyzed Keratin, Heat Defense Leave-In Conditioner: Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethiconol, Stearamidopropyl Dimethylamine, Glycerin, Fragrance (Parfum), Behetrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Petrolatum, Dimethylhydantoin, Hydrolyzed Keratin, Disodium Edta, Tetra-Sodacylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylene Glycol, Isododecyl Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxide (CI 77491).

Directions

- How does it work? Step 1. Smoothing Cream: with keratin loosens, smoothes, and detangles curls and waves. Step 2: Cuticle Seal Cream with Kerabck Technology reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

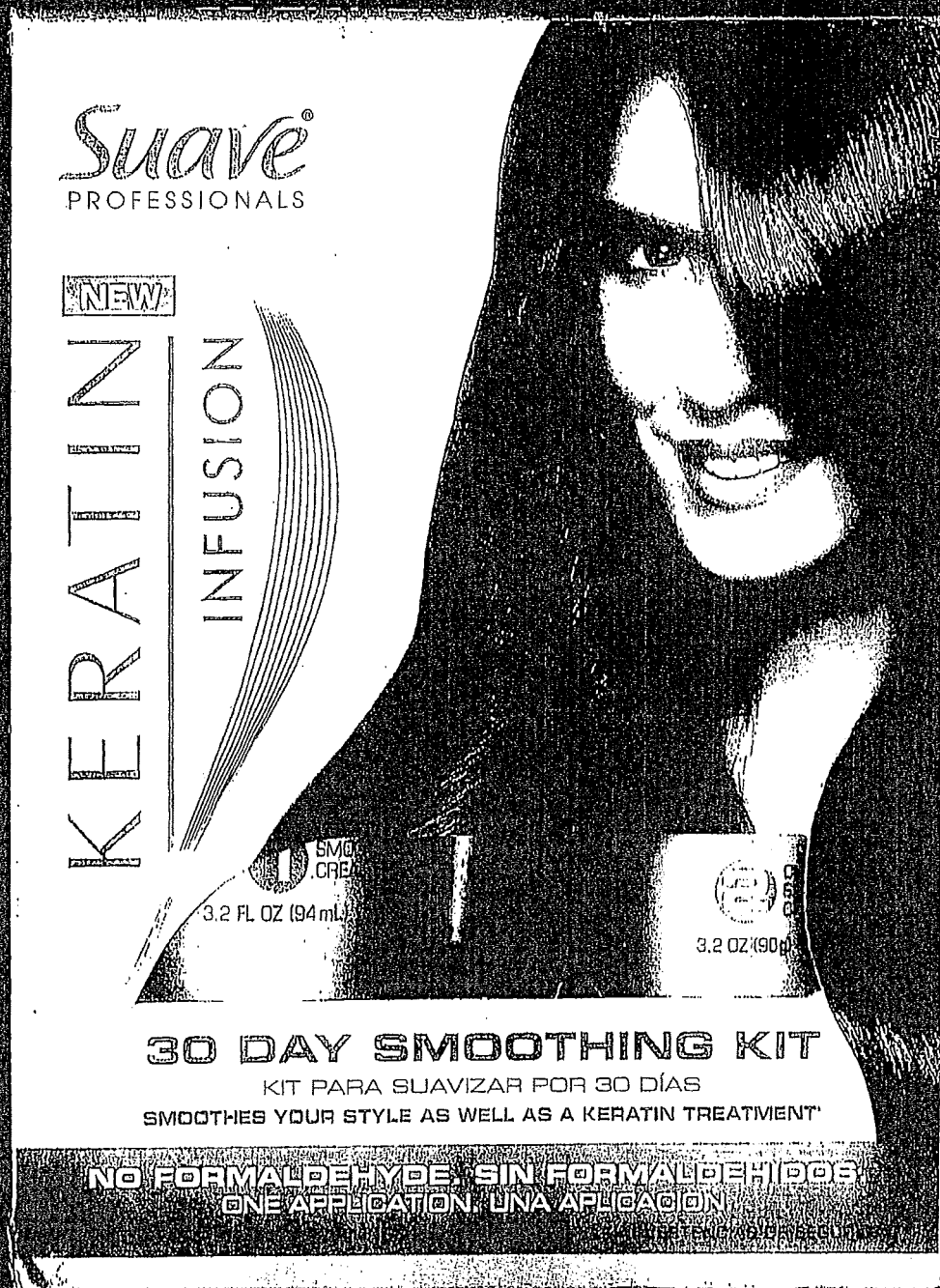
Warnings

Top of Page

This product contains thioglycolates, do not use if you have previously reacted to products containing thioglycolates, which are often found in hair perming products. Do not use this smoothing treatment if your scalp is irritated, sore or damaged. You hair is currently permed or chemically straightened with a perm type product, only a root touch up can be done. Your hair is highlighted or bleached. This treatment also must not be used with double processed or high lift color. This means any hair color substantially lighter than your natural color. If in doubt, ask your stylist or contact the hair color manufacturer. Use of this product on lightened hair (including highlights or high lift color processes) will result in hair breakage, regardless of how long ago the hair was treated. Your hair is treated with henna's or color restorers (metallic dyes). You have chemically relaxed or straightened your hair with relaxers containing lye (sodium hydroxide) or hydroxides of lithium, potassium, or guanidine. Your hair is highly damaged, extremely dry,

brittle, or breaking. Keep out of reach of children. May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or Poison Control Center immediately. Do not induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

EXHIBIT B



Suave
PROFESSIONALS

NEW

KERATIN
INFUSION

3.2 FL OZ (94 mL)

3.2 OZ (90 g)

30 DAY SMOOTHING KIT
KIT PARA SUAVIZAR POR 30 DÍAS
SMOOTHES YOUR STYLE AS WELL AS A KERATIN TREATMENT*

NO FORMALDEHYDE. SIN FORMALDEHIDOS.
ONE APPLICATION. UNA APLICACIÓN.

Suave
PROFESSIONALS

NEW Suave Professionals®
KERATIN INFUSION
30 Day Smoothing Kit
NO FORMALDEHYDE



KERATIN INFUSION 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon Keratin Treatments. The new revolutionary system by Suave Professionals®, formulated with KERALOCK™ TECHNOLOGY, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

El kit KERATIN INFUSION para suavizar el cabello por 30 días es una opción simple y casera en lugar de los costosos tratamientos de queratina de los salones. El nuevo sistema revolucionario de Suave Professionals®, formulado con la TECNOLOGIA KERALOCK™, impregna el cabello de queratina y lo deja suave, brillante y manejable hasta por 30 días.

Step 1: Smoothing Cream with keratin loosens, smoothes, and detangles curls and waves.

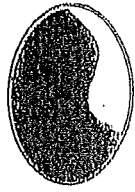
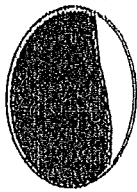
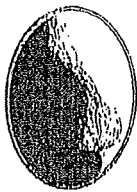
Step 2: Cuticle Seal Cream with KERALOCK™ TECHNOLOGY reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability.

Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

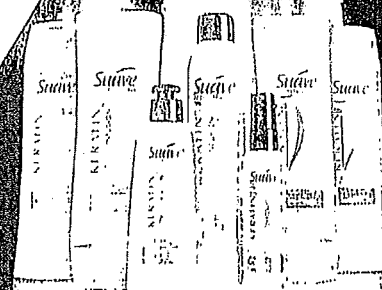
Before

After

30 Days After



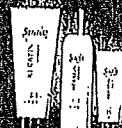
Appropriate for curly, wavy, frizzy hair. Results may vary depending on hair type. Hair will begin to return to its normal texture and shape over time but will continue to be smoother up to 30 days.



KERATIN INFUSION

SHAMPOO, CONDITIONER, AND CREAMS

- Smoothing Cream
- Cuticle Seal Cream
- Heat Defense
- Leave-In Conditioner
- Comb
- Gloves



Instructions for use

Maintain your silky smooth hair with Keratin Infusion Shampoo and Conditioner. To achieve amazing results try Keratin Infusion Smoothing & Shine Serum.

SMOOTHING CREAM

Ingredients/Ingredientes:

Water (Aqua), Ammonium Thioglycolate, Diammonium Dihydroxyacetate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydroxyethyl Polyacrylate, Lauryl-23, Ammonium Hydroxide, Fragrance (Parfum), Colorant-20, Colorant-2, Triacetin, G, Tetracollum EDTA, Hydrolyzed Keratin.

CUTICLE SEAL CREAM

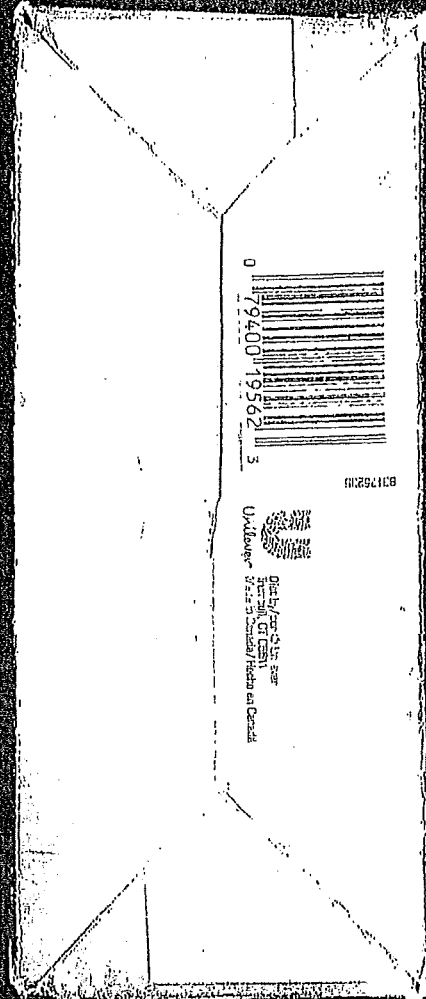
Ingredients/Ingredientes:

Water (Aqua), Cetyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearaldehyde, Dimethylsiloxane, Hydroxyethyl Cocaine Oil, Behenyltrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Ammonium Hydroxide, Diammonium EDTA, Potassium Chloride, Phosphoric Acid, PEG-7 Propylphenyl Ether, Calcium Chloride, Hydrolyzed Keratin.

HEAT DEFENSE LEAVE-IN CONDITIONER

Ingredients/Ingredientes:

Water (Aqua), Cetyl Alcohol, Cyclopentasiloxane, Dimethicone, Stearaldehyde, Dimethylsiloxane, Glyceryl, Fragrance (Parfum), Behenyltrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Polyvinylpyrrolidone, Dimethylhydantoin, Hydrolyzed Keratin, Diammonium EDTA, TEA, Decyl Dimethylammonium Chloride, Potassium Chloride, Phosphoric Acid, PEG-7 Propylphenyl Ether, Calcium Chloride, Hydrolyzed Keratin, Iron Oxide (CI 77491), Iron Oxide (CI 77492).



* comparado con los shampoos Suave® Profesionales actuales

EXHIBIT C

The Code and our Standard of Conduct

Code of Business Principles (1 of 2)

Standard of Conduct

We conduct our operations with honesty, integrity and openness, and with respect for the human rights and interests of our employees.

We shall similarly respect the legitimate interests of those with whom we have relationships.

Obedying the Law

Unilever companies and employees are required to comply with the laws and regulations of the countries in which we operate.

Employees

Unilever is committed to diversity in a working environment where there is mutual trust and respect and where everyone feels responsible for the performance and reputation of our company. We will recruit, employ and promote employees on the sole basis of the qualifications and abilities needed for the work to be performed.

We are committed to safe and healthy working conditions for all employees. We will not use any form of forced, compulsory or child labour.

We are committed to working with employees to develop and enhance each individual's skills and capabilities.

We respect the dignity of the individual and the right of employees to freedom of association.

We will maintain good communications with employees through company based information and consultation procedures.

Consumers

Unilever is committed to providing branded products and services which consistently offer value in terms of price and quality, and which are safe for their intended use. Products and services will be accurately and properly labelled, advertised and communicated.

Shareholders

Unilever will conduct its operations in accordance with internationally accepted principles of good corporate governance. We will provide timely, regular and reliable information on our activities, structure, financial situation and performance to all shareholders.

Business Partners

Unilever is committed to establishing mutually beneficial relations with our suppliers, customers and business partners. In our business dealings we expect our partners to adhere to business principles consistent with our own.

Community Involvement

Unilever strives to be a trusted corporate citizen and, as an integral part of society, to fulfil our responsibilities to the societies and communities in which we operate.

Public Activities

Unilever companies are encouraged to promote and defend their legitimate business interests.

Unilever will co-operate with governments and other organisations, both directly and through bodies such as trade associations, in the development of proposed legislation and other regulations which may affect legitimate business interests.

Unilever neither supports political parties nor contributes to the funds of groups whose activities are calculated to promote party interests.

The Environment

Unilever is committed to making continuous improvements in the management of our environmental impact and to the longer-term goal of developing a sustainable business.

Unilever will work in partnership with others to promote environmental care, increase understanding of environmental issues and disseminate good practice.



The Code and our Standard of Conduct

Code of Business Principles (2 of 2)

Innovation

In our scientific innovation to meet consumer needs we will respect the concerns of our consumers and of society.

We will work on the basis of sound science, applying rigorous standards of product safety.

Competition

Unilever believes in vigorous yet fair competition and supports the development of appropriate competition laws. Unilever companies and employees will conduct their operations in accordance with the principles of fair competition and all applicable regulations.

Business Integrity

Unilever does not give or receive, whether directly or indirectly, bribes or other improper advantages for business or financial gain. No employee may offer, give or receive any gift or payment which is, or may be construed as being, a bribe. Any demand for, or offer of, a bribe must be rejected immediately and reported to management.

Unilever accounting records and supporting documents must accurately describe and reflect the nature of the underlying transactions. No undisclosed or unrecorded account, fund or asset will be established or maintained.

Conflicts of Interests

All Unilever employees are expected to avoid personal activities and financial interests which could conflict with their responsibilities to the company.

Unilever employees must not seek gain for themselves or others through misuse of their positions.

Compliance – Monitoring – Reporting

Compliance with these principles is an essential element in our business success. The Unilever Board is responsible for ensuring these principles are applied throughout Unilever. The Chief Executive Officer is responsible for implementing these principles and is supported in this by the Corporate Code Committee chaired by the Chief Legal Officer. Members of the Committee are the Group Secretary, the Chief Auditor, the SVP HR and the SVP Communications. The Global Code Officer is Secretary to the Committee. The Committee presents quarterly updates to the Corporate Responsibility and Reputation and the Audit Committee, half-yearly reports to the Unilever Executive and an annual report to the Board.

Day-to-day responsibility is delegated to all senior management of the regions, categories, functions, and operating companies. They are responsible for

implementing these principles, if necessary through more detailed guidance tailored to local needs, and are supported in this by Regional Code Committees comprising the Regional General Counsel together with representatives from all relevant functions and categories.

Assurance of compliance is given and monitored each year. Compliance with the Code is subject to review by the Board supported by the Corporate Responsibility and Reputation Committee and for financial and accounting issues the Audit Committee.

Any breaches of the Code must be reported in accordance with the procedures specified by the Chief Legal Officer. The Board of Unilever will not criticise management for any loss of business resulting from adherence to these principles and other mandatory policies and instructions. The Board of Unilever expects employees to bring to their attention, or to that of senior management, any breach or suspected breach of these principles.

Provision has been made for employees to be able to report in confidence and no employee will suffer as a consequence of doing so.

Note

In this Code the expressions 'Unilever' and 'Unilever companies' are used for convenience and mean the Unilever Group of companies comprising Unilever N.V., Unilever PLC and their respective subsidiary companies. The Board of Unilever means the Directors of Unilever N.V. and Unilever PLC.



EXHIBIT D



INVESTOR CENTRE MEDIA CENTRE CAREERS

UNILEVER GLOBAL | CHANGE LOCATION

ABOUT US

BRANDS IN ACTION

SUSTAINABLE LIVING

INNOVATION

Search

SUSTAINABLE
LIVINGRESPONDING TO
STAKEHOLDER
CONCERNS

PRODUCT SAFETY

ADVERTISING &
MARKETINGHUMAN RIGHTS &
LABOUR RIGHTSDEVELOPING
ALTERNATIVE
APPROACHES TO
ANIMAL TESTINGFARM ANIMAL
WELFAREGENETICALLY
MODIFIED CROPS

KODAIKANAL, INDIA

MICROPLASTICS

PRODUCT SAFETY

Consumers trust us to provide them and their families with products that are safe. Product safety is always considered at the design stage of a new product or process.

SAFETY COMES FIRST

Our Code of Business Principles sets out our commitment to provide branded products and services which are safe for their intended use and to innovate on the basis of sound science, applying rigorous standards of product safety. The safe and sustainable design of our products and manufacturing processes is core to our approach to responsible innovation.

We have a long-established Safety & Environmental Assurance Centre (SEAC) which assures the safety and environmental sustainability of our products, and the processes used to manufacture them. See Consumer safety for more.

Sometimes a product that does not meet our high safety and quality standards is accidentally released into the market. Such a product might, for example, have a quality defect, or a contamination of the raw materials or a mislabelling of ingredients. If this happens, protecting consumers' safety is our number one priority. If necessary, we will recall such products.

During 2011 we had four public recalls (compared with five in 2010). The continued reduction of incidents was partly due to our renewed focus on quality as an integral part of our business agenda. We have been putting programmes in place to improve the rigour of our processes - from sourcing and manufacturing to customer and consumer satisfaction with our brands.

Some consumers are concerned about the presence of particular chemicals in our products. We continue to work in partnership with research organisations, industry partners, NGOs and regulators to strengthen consumer confidence in our products, and with them we try to find alternative ingredients, where appropriate.

READ MORE

Code of Business Principles

Safety & environment

What's in our products

Unilever global company website

A. Inside Unilever

B. Doing the right thing

C. Our products

D. Our people

USEFUL LINKS

[Contact us](#)
[AGM & voting](#)
[Press releases](#)
[Share price](#)
[What's in our products?](#)

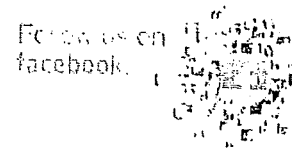
DOWNLOADS

[Unilever Sustainable Living Plan Progress Report 2011 - 4.2MB](#) EN
[Annual Report & Accounts 2011 - 5.0MB](#) EN
[Form 20-F 2011 - 907KB](#) EN
[Unilever Quarterly Dividends Background Information - 26KB](#)
[Download Library](#)

UNILEVER ON FACEBOOK

Unilever on Facebook is about inspiring people to take small, everyday actions that add up to a big difference.

[FOLLOW US ON FACEBOOK](#)



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INVESTOR CENTRE MEDIA CENTRE CAREERS

UNILEVER GLOBAL | CHANGE LOCATION

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BRANDS IN ACTION

SUSTAINABLE LIVING

INNOVATION

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ABOUT US

INTRODUCTION TO
UNILEVER

UNILEVER FACTS

OUR VISION

OUR LOGO

OUR SUPPLIERS

INTRODUCTION TO UNILEVER

On any given day, two billion people use Unilever products to look good, feel good and get more out of life.

LIFE PARTNERS

With more than 400 brands focused on health and wellbeing, no company touches so many people's lives in so many different ways.



Our portfolio ranges from nutritionally balanced foods to indulgent ice creams, affordable soaps, luxurious shampoos and everyday household care products. We produce world-leading brands including Lipton, Knorr, Dove, Axe, Hellmann's and Omo, alongside trusted local names such as Blue Band, Pureit and Suave.

RESPONSIBLE BUSINESS

Since Unilever was established in the 1890s, brands with a social mission have been at the core of our business, and now corporate responsibility underpins our strategy.

In 2010 we launched the Unilever Sustainable Living Plan – a set of targets designed to help us deliver our objective of growing our business while minimising our impact on the environment.

To embed sustainability into every stage of the life cycle of our products, we're working with our suppliers to support responsible approaches to agriculture. We're also learning from NGOs and other organisations, recognising that building a truly sustainable business is not something we can do without expert advice.

We believe that as a business we have a responsibility to our consumers and to the communities in which we have a presence. Around the world we invest in local economies and develop people's skills inside and outside of Unilever. And through our business and brands, we run a range of programmes to promote hygiene, nutrition, empowerment and environmental awareness.

IMPACT & INNOVATION

We realise innovation is key to our progress, and through cutting-edge science we're constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality.

We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products.

Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities.

ABOUT OUR BRANDS

From long-established names like Lifebuoy, Sunlight and Pond's to new innovations such as the Pureit affordable water purifier, our range of brands is as diverse as our worldwide consumer base.

Unilever has more than 400 brands, 12 of which generate sales in excess of €1 billion a year.

Many of these brands have long-standing, strong social missions, including Lifebuoy's drive to promote hygiene through handwashing with soap, and Dove's campaign for real beauty.

We've also won a wealth of advertising industry honours at the prestigious Cannes Advertising Awards, including being named 2010's Advertiser of the Year.

Find out more about Unilever.

RELATED LINKS

[Read the Unilever Sustainable Living Plan](#)

DOWNLOADS

[Introduction to Unilever presentation \(6.8MB\)](#)
[View our Introduction to Unilever presentation](#)

VIEW OUR BRANDS

[View our global brands](#)

OUR LOGO

The story of our logo
 Each icon within our logo represents an aspect of our business and our commitment to helping people get more out of life.

[Unilever global company website](#)

[About us](#)

[Introduction to Unilever](#)

USEFUL LINKS

[Contact us](#)
[AGM & voting](#)
[Press releases](#)
[Share price](#)
[What's in our products?](#)

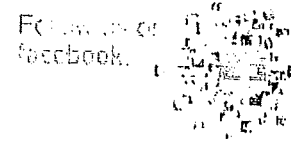
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UNILEVER ON FACEBOOK

Unilever on Facebook is about inspiring people to take small, everyday actions that add up to a big difference.

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EXHIBIT 3



CT Corporation

**Service of Process
Transmittal**

03/22/2013

CT Log Number 522374810

TO: Joan H. Connelly
Unilever United States, Inc.
800 Sylvan Avenue, International Plaza
Englewood Cliffs, NJ 07632-9976

RE: Process Served in New York

FOR: Conopco, Inc. (Domestic State: NY)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Terri Naiser And Jonnie Phillips, on Behalf of Themselves and all Other Similarly Situated, Pltfs. vs. Unilever United States, Inc., et al . including Conopco, Inc., etc., Dfts.

DOCUMENT(S) SERVED: Letter, Summons, First Amended Class Action Complaint, Exhibit(s)

COURT/AGENCY: 30th Judicial Circuit: Jefferson Circuit Court: Kentucky, KY
Case # 13CI00898

NATURE OF ACTION: Product Liability Litigation - Suave Professionals Keratin Infusion 30 Day Smoothing Kit - Alledges Hair Loss

ON WHOM PROCESS WAS SERVED: C T Corporation System, New York, NY

DATE AND HOUR OF SERVICE: By Certified Mail on 03/22/2013 postmarked on 03/18/2013

JURISDICTION SERVED : New York

APPEARANCE OR ANSWER DUE: Within 20 days

ATTORNEY(S) / SENDER(S): Richard A. Getty
The Getty Law Group, PLLC
1900 Lexington Financial Center
250 West Main Street
Lexington, KY 40507
859-259-1900

ACTION ITEMS: CT has retained the current log, Retain Date: 03/23/2013, Expected Purge Date: 03/28/2013
Image SOP
Email Notification, Joan H. Connelly Joan.Connelly@unilever.com
Email Notification, Stuart Cobert STUART.COBERT@UNILEVER.COM
Email Notification, Courtney Ozer courtney.ozar@unilever.com

SIGNED: C T Corporation System
PER: Christopher Tilton
ADDRESS: 111 Eighth Avenue
13th Floor
New York, NY 10011
TELEPHONE: 212-590-9070

Page 1 of 1 / CT

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

EXHIBIT 4

Unilever in the ordinary course of our business regarding sales of the Product in Louisville and other areas of Kentucky. While not comprehensive, that data confirms the 2012 sale of approximately 9600 units of the Product in the state of Kentucky.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 10, 2013.

Uzma Rauf

A handwritten signature in cursive script, appearing to read "Uzma Rauf", is written over a horizontal line.

EXHIBIT 5



Alison Lundergan Grimes
Secretary of State

**Commonwealth of Kentucky
Office of the Secretary of State**

Summons Division
PO BOX 718
FRANKFORT, KY 40602-0718
Phone: (502) 564-3490
Fax: (502) 564-5687

Circuit Court Clerk
Jefferson County, Division: 7
700 West Jefferson St.
Louisville, KY 40202

FROM: SUMMONS DIVISION
SECRETARY OF STATE

RE: CASE NO: 13-CI-00898

DEFENDANT: **LEK, INC.**

DATE: April 1, 2013

The Office of the Secretary of State was served with a summons and accompanying documents for the captioned defendant on

February 26, 2013

This office served the defendant by sending a copy of the summons and accompanying documents via certified mail, return receipt requested, on

February 26, 2013

To date, this office has received neither the postal return receipt card, nor the undelivered letter. Should we receive either, a supplemental return to the court will be made.

Summons Division
PO BOX 718
FRANKFORT, KY 40602-0718
Phone: (502) 564-3490
Fax: (502) 564-5687

Commonwealth of Kentucky
Office of the Secretary of State

Allison Lundergan Grimes
Secretary of State

Circuit Court Clerk
Jefferson County, Division: 7
700 West Jefferson St.
Louisville, KY 40202

FROM: SUMMONS DIVISION
SECRETARY OF STATE

RE: CASE NO: 13-CI-00898

DEFENDANT: UNILEVER UNITED STATES, INC.
REGISTERED AGENT: THE CORPORATION TRUST COMPANY

DATE: March 25, 2013

USPS Certified Mail ID: 71922677001001702183

The Office of the Secretary of State was served with a summons and accompanying documents for the captioned defendant on

March 18, 2013

This office served the defendant by sending a copy of the summons and accompanying documents via certified mail, return receipt requested, on

March 18, 2013

The US Postal Service has provided a scanned image of the return receipt confirming receipt of summons. The image is provided to the right of this page.

Kentucky Secretary of State's Office

Summons Division

3/25/2013



UNITED STATES
POSTAL SERVICE
JEFFERSON COUNTY OFFICE
1001 WEST JEFFERSON ST.
LOUISVILLE, KY 40202

Date Produced: 03/25/2013

03/25/2013 17:12:12

CLEARING

KENTUCKY SECRETARY OF STATES OFFICE - CO

0.0.

The following is the delivery information for Certified Mail™ item number 7192 2677 0010 0170 2183. Our records indicate that this item was delivered on 03/22/2013 at 06:56 a.m. in WILMINGTON, DE, 19899. The scanned image of the recipient information is provided below.

Signature of Recipient:

Signature of Recipient: [Handwritten Signature]

Address of Recipient:

Address of Recipient: [Handwritten Address]

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service



Commonwealth of Kentucky
Office of the Secretary of State

Alison Lundergan Grimes
Secretary of State

Summons Division
PO BOX 718
FRANKFORT, KY 40602-0718
Phone: (502) 564-3490
Fax: (502) 564-5687

Circuit Court Clerk
Jefferson County, Division: 7
700 West Jefferson St.
Louisville, KY 40202

FROM: SUMMONS DIVISION
SECRETARY OF STATE

RE: CASE NO: 13-CI-00898

DEFENDANT: CONOPCO, INC.
REGISTERED AGENT: CT CORPORATION SYSTEM

DATE: March 25, 2013

USPS Certified Mail ID: 71922677001001702190

The Office of the Secretary of State was served with a summons and accompanying documents for the captioned defendant on

March 18, 2013

This office served the defendant by sending a copy of the summons and accompanying documents via certified mail, return receipt requested, on

March 18, 2013

The US Postal Service has provided a scanned image of the return receipt confirming receipt of summons. The image is provided to the right of this page.

Kentucky Secretary of State's Office

Summons Division

3/25/2013



UNITED STATES
POSTAL SERVICE
FILED IN CLERK'S OFFICE
Date Produced: 03/25/2013 09:13:17 AM

2013 MAR 23 PM 12:12

KENTUCKY SECRETARY OF STATES OFFICE - CO

BY

The following is the delivery information for Certified Mail™ item number 7192 2677 0010 0170 2190. Our records indicate that this item was delivered on 03/22/2013 at 11:47 a.m. in NEW YORK, NY, 10011. The scanned image of the recipient information is provided below.

Signature of Recipient:

nature
X

filed
no

Address of Recipient:

very
read

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

**JEFFERSON CIRCUIT COURT
30TH JUDICIAL CIRCUIT
DIVISION SEVEN**

CIRCUIT CLERK'S OFFICE
JEFFERSON CIRCUIT COURT

2013 MAR 14 P 2 43

Civil Action No. 13-CI-00898

015746

**TERRI NAISER and JONNIE PHILLIPS,
On Behalf Of Themselves And All Others
Similarly Situated,**

Plaintiffs,

V.

**UNILEVER UNITED STATES, INC., LEK
INC., and CONOPCO, INC. d/b/a/
UNILEVER HOME & PERSONAL CARE
USA,**

Defendants.

**FIRST AMENDED
CLASS ACTION COMPLAINT**

The Plaintiffs, Terri Naiser ("Naiser") and Jonnie Phillips ("Phillips") (collectively, the "Plaintiffs"), through counsel, for their First Amended Complaint¹ against Defendants Unilever United States, Inc. ("Unilever"), LEK Corporation ("LEK"), and Conopco, Inc. d/b/a Unilever Home & Personal Care USA ("Conopco") respectfully state as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this class action to seek redress for themselves and all others in the Commonwealth of Kentucky who purchased and/or used Suave® Professionals Keratin Infusion 30 Day Smoothing Kit (the "Treatment" or "Product") from the date in 2011 that the Treatment was made available to consumers through the present. Plaintiffs purchased the Treatment because of Unilever's uniform false representation that it would smooth their hair and coat it with Keratin, a protein found naturally in hair. Undisclosed by Defendants to Plaintiffs and the Class and therefore unknown to Plaintiffs and the Class, the Treatment contains an ingredient or combination of ingredients that causes significant hair loss upon proper application. The active ingredient in the Treatment, Thioglycolic Acid, including its salts and esters, is the same active

¹ This First Amended Complaint is tendered prior to the Defendants' responsive pleading to the original Complaint. Accordingly, leave of Court is not necessary for filing same. See Ky. R. Civ. P. 15.01.



ingredient that is used in hair depilatories and some hair perming solutions. Based on testing conducted by Plaintiffs, and as evidenced by damage caused to Plaintiffs and the putative class, the pH level and concentration of Thioglycolic Acid in the Treatment rendered it dangerous and unsafe for sale as an over-the-counter hair “smoothing” product.

2. In addition, Defendants failed to properly warn consumers of the risks and dangers attendant to the use of such a strong depilatory agent on their hair and scalp – even well after Defendants knew or should have known of its hazards. Defendants’ uniform acts and omissions in connection with the development, marketing, sale and delivery of the Treatment, and its belated and incomplete “recall” of this hazardous Product, violate the Consumer Protection Laws of Kentucky, breach express warranties to Plaintiffs and the Class, violate Kentucky’s product liability laws and constitute negligence and unjust enrichment.

3. Unilever labeled, advertised, promoted and sold the Treatment targeting women who wanted smooth, shiny, manageable hair with no frizz. Through an extensive marketing campaign and via its website and packaging, Unilever made a number of express warranties: that the Treatment was a Keratin-based smoothing treatment and not a toxic chemical relaxer; that its effects would last no longer than 30 days; that it contained no Formaldehyde; and that it was safe.

4. The Treatment was marketed as a Keratin product although Keratin, which is a natural protein, is the last-listed ingredient in the Smoothing Cream and Cuticle Seal Cream. The Treatment was sold among hair conditioning products, although it is not a conditioner but is instead a chemical hair straightener.

5. In addition, Unilever falsely claimed that the Treatment contained “No Formaldehyde,” in all capital letters on the box cover, when in fact the Treatment contains a chemical ingredient that is known to release Formaldehyde upon its use or application.

6. In order to create an impression of the Product as a gentle, natural Keratin-based hair “smoothing” treatment, Unilever falsely promoted the Product’s effects as lasting no longer

than 30 days. Unlike chemical hair straighteners, whose effects are expected to last for many months, the positive attributes to be provided by the Treatment were touted as short-term.

7. Nowhere on the package labeling or on Unilever's websites or other marketing materials did Unilever warn Plaintiffs and members of the Class that they were at risk of significant hair loss and/or scalp burns upon proper application of the Treatment.

8. Unilever failed to warn Plaintiffs and members of the Class of the risks, even though it knew, before or almost immediately upon introduction of the Product in late 2011, that consumers were complaining that the Treatment caused significant hair loss and scalp burns (among other adverse effects, such as hair discoloration).

9. Not only did Unilever fail to properly warn consumers before they purchased the Product, but when it finally chose to "recall" the Product in May 2012, it told consumers the Product was being "discontinued" and was still safe to use, while at the same time directing retailers to immediately remove the Product from the shelves and send it back to Unilever.

10. Up to the date of filing of this Complaint, Unilever has never fully and appropriately recalled the Product. Unilever continued to falsely claim to consumers that the Product is safe, and continued to fail to warn consumers of the dangers of proper application and/or misapplication of the Treatment. Unilever's efforts to conceal and downplay the hundreds if not thousands of complaints of Class Members who have lost their hair as a result of using this Product has resulted in a pointed attack on consumers. Specifically, Unilever attempts to shift attention and blame from the defects in the Product and its own failure to warn consumers by falsely claiming that it is the consumers' "misunderstanding" of the appropriate use and application of the Treatment that has resulted in the Product's failure.

11. Kentucky consumers reasonably expect that their hair care products will not cause significant hair loss because of defective design and manufacturing or because of inadequate research or due diligence. Kentucky consumers had no expectation that the Treatment would cause scalp burns and cause their hair to fall out.

12. Further, consumers reasonably expect that if Unilever, the company primarily responsible for developing, manufacturing, marketing and distributing the Product, knew that the Treatment would or could cause hair loss (whether by proper application or by misapplication), Unilever would make a disclosure to consumers as soon as it determined there was a widespread problem, rather than quietly discontinuing the Product and attempting to conceal the problem. By downplaying, concealing and misrepresenting the Product and the safety and risks of its use, Unilever failed in its duty to provide consumers with adequate information, and continued even after the so-called "recall" to create and perpetuate a false public perception that there was little or no risk of harm from the use of its Product.

13. In its continuing efforts to conceal the dangers and serious harm attendant to use of the Product, Unilever has also engaged in a campaign designed to obtain unconscionable and unenforceable releases from consumers injured by use of the Product. Upon information and belief, Unilever has solicited and obtained releases from Kentucky consumers who were injured by use of the Product, without advising them of their right to obtain legal counsel to review the form releases that Unilever propounded and without fully explaining the terms or legal effect of the form releases, including that (a) the form releases purport to release third party retailers for no extra consideration; (b) the form releases purport to release personal injury claims for no extra consideration beyond the economic losses incurred by the consumer; (c) the form releases require consumers to indemnify Unilever for all losses "from any and every claim or demand of every kind and character, including claims for contribution;" (d) the form releases require the consumer to indemnify Unilever from any claims for payment of medical expenses by Medicare/Medicaid; and (e) the form releases require the consumer to hold Unilever harmless "from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare/Medicaid." The release forms that Unilever required its unrepresented consumers to sign contain terms that are so outrageous that they should be set aside as unconscionable and unenforceable under Kentucky law.

THE PARTIES

14. At all times relevant to this Complaint, Plaintiff Naiser resided in and currently resides in Louisville, Jefferson County, Kentucky. Naiser purchased and used the Product in Louisville, Jefferson County, Kentucky.

15. At all times relevant to this Complaint, Plaintiff Phillips resided in and currently resides in Utica, Daviess County, Kentucky. Phillips purchased the Product in Calhoun, Meade County, Kentucky and used the Product in Utica, Kentucky.

16. Defendant Unilever is a subsidiary of the dual-listed company consisting of Unilever N.V. in Rotterdam, Netherlands and Unilever PLC in London, United Kingdom. Unilever, which includes the Suave brand, is a Delaware corporation with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Unilever manufactured, marketed, designed, promoted and/or distributed the Treatment.

17. Knowlton Development Corporation ("Knowlton") is a foreign corporation with its principal place of business in Knowlton, Quebec, Canada. Defendant LEK, also a foreign corporation with its principal place of business in Knowlton, Quebec, Canada, is a subsidiary of Knowlton. LEK, formerly known as Les Emballages Knowlton, Inc., manufactured the Product for sale by Unilever in the United States, knowing that the Product would be sold in the United States, including the Commonwealth of Kentucky, and thereby causing injury to Kentucky residents and citizens as a direct result of the purchase and sale of said Product.

18. Defendant Conopco is a New York corporation with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Upon information and belief, LEK obtained a contract from Conopco for the manufacture of the Product as set forth in Paragraph 17 above, with LEK and/or Conopco being responsible for the distribution of the manufactured Product to retailers. At all times relevant hereto, Conopco knew or should have known that the Product would be sold in the United States, including the Commonwealth of Kentucky, thereby causing injury to Kentucky residents and citizens as a direct result of the purchase and sale of said Product.

JURISDICTION AND VENUE

19. This Court has jurisdiction over the subject matter of this action because the Plaintiffs' claims against the Defendants arise out of acts or omissions of one or more of the Defendants in Jefferson County, Kentucky.

20. This Court has personal jurisdiction over the Defendants in this action pursuant to KRS 454.210 (the "Kentucky Long Arm Statute") because during the relevant period of time these Defendants, among other things, derived substantial revenue from Kentucky and caused tortious injury to the Plaintiffs in this Commonwealth.

21. Venue is proper in Jefferson County because one or more of the Defendants have derived substantial revenue, caused tortious injury and/or transacted business in Jefferson County, Kentucky, because a substantial part of the events or conduct giving rise to the Plaintiffs' claims occurred in Jefferson County, Kentucky, because the Plaintiff Naiser resides in, purchased and used the Product and was damaged thereby in Jefferson County, and because each of the Defendants is subject to personal jurisdiction within the Commonwealth of Kentucky and Jefferson County, Kentucky in particular.

FACTUAL ALLEGATIONS

The Product And Product Warranties

22. Unilever released Suave® Keratin Infusion 30-day Treatment on or about December 9, 2011. The Treatment was sold by Unilever directly and through retail shops to consumers nationwide.

23. In promoting its new Treatment, for example on Walmart.com, Unilever stated: "Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days." The description continues by pointing out that the Product contains "No formaldehyde."

24. The Walmart ad describes how the Product works: “Step 1: Smoothing Cream with keratin loosens, smoothens, And detangles curls And waves. Step 2: Cuticle Seal Cream with Keralock Technology reforms keratin bonds inside the hair fiber And eliminates frizz for long lasting smoothness And manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.” A copy of the Walmart ad is attached as Exhibit A and can be found at <http://www.walmart.com/ip/TO-BE-DELETED-Suave-Professionals-Keratin-Infusion-30-Day-Smoothing-Kit/20461380>.

25. The Product states, on the front of the box, that the Treatment “Smooths Your Style as Well as a Keratin Treatment.” Below that statement is printed in all caps: “NO FORMALDEHYDE.” The package instructions state: “Your hair will continue to be smoother and easier to style for up to 30 days !” The package instructions further advise: “To complete the process, apply the Heat Defense Leave-In Conditioner and blow dry your hair into a smooth, straight style. Flat iron if desired.” A copy of the box labeling and instructions are attached as Exhibit B.

26. Keratin is a protein found naturally in hair. By promoting the Treatment as a treatment that “infuses hair with keratin protein” and that did not contain Formaldehyde, Unilever warranted the Product as a safe, non-toxic hair smoothing solution that could be purchased at a fraction of the price of a salon treatment.

27. However, despite the express representation that the Treatment contains no Formaldehyde, the Treatment does contain DMDM Hydantoin, a chemical that is known as a “Formaldehyde-releaser.” See <http://www.safecosmetics.org/article.php?id=599>. Formaldehyde releasers are sometimes used in cosmetics in place of Formaldehyde and release amounts of Formaldehyde over time. Formaldehyde is a known human carcinogen.

28. An investigation by the non-profit Environmental Working Group reported that some cosmetic companies disguise the Formaldehyde in their products by using, among other

things, Formaldehyde releasers instead of Formaldehyde. See <http://www.ewg.org/hair-straighteners/our-report/hair-straighteners-that-hide-formaldehyde>.

29. An average consumer reviewing the Unilever representation that the Treatment contains “No Formaldehyde” would not expect that it would contain a chemical known to release Formaldehyde upon use or application.

30. Plaintiffs and the Class would also not expect that application of the Treatment would cause hair loss and scalp burns upon proper application.

31. Plaintiffs and the Class would reasonably expect a warning regarding any potential hazard to consumers, especially because the Food, Drug and Cosmetic Act regulations provide that cosmetics that may be hazardous to consumers must bear appropriate warnings. See <http://www.fda.gov/Cosmetics/CosmeticLabelingLabelClaims/default.htm>.

32. Contrary to the Food, Drug and Cosmetic Act regulations, the Product also failed to provide adequate directions for safe use, although Defendants knew or should have known the Product would be unsafe if used incorrectly. In fact, Unilever’s website affirmatively represents that it complies with all applicable labeling laws. See Unilever’s Code of Business Principles, attached as Exhibit C and available on its website at http://www.unilever.com/images/Code-of-Business-Principles_tcm13-274232.pdf.

33. Unilever’s representations that the Product is safe, contains “No Formaldehyde,” and would smooth hair for no longer than 30 days, was plainly false.

34. In response to the damage customers have suffered after using this Product, consumers created a Facebook page entitle “Suave-Keratin-Infusion-Kit-Destroyed-my-Hair.” The page describes:

NIGHTMARES & HORROR Stories shared by VICTIMS of this product. Even if you haven’t been affected, but can sympathize, please “LIKE” this page as it would be very helpful to those who have & continue to suffer as a result of Suave’s negligence! THANK YOU!

Mission

The intent of this group is to, first and foremost WARN others about the potential damage and danger (yes, danger), but also in hopes to get the attention of Unilever (Suave)!

PLEASE feel free to tell your stories in as much detail as you can. Pictures and videos will also be very helpful in garnering attention!

Many, including myself, strongly believe that this product is falsely advertised, misleading, devoid of proper warnings, not safe for over-the-counter sales, should be reviewed by the FDA, and pulled from the market immediately.

****ENDGAME:*****

GETTING THIS DANGEROUS PRODUCT DISCONTINUED OR RECALLED, AND *RECOMPENSE* FOR ALL THOSE WHO HAVE SUFFERED INJURIES, TRAUMA, AND THE LOSS OF THOUSANDS OF DOLLARS SPENT ON REPAIRS - A DIRECT RESULT OF BEING INTENTIONALLY MISLEAD BY UNILEVER, AND THEIR NEGLIGENCE.

Description

This group was created for people who have had horrible experiences with the "Suave Professionals Keratin Infusion 30 Day Smoothing Kit," and who need a place to tell their stories, vent, cry, scream, or receive support and empathy from others who have been likewise traumatized.

35. There are hundreds of posts highlighting the "horror stories" of women who used the Treatment. These stories are strikingly similar to Plaintiffs' experiences. These consumers describe how they were misled by Unilever's representations about the Product, expecting a Keratin-based smoothing Treatment whose effects would last no longer than 30 days, but instead received a toxic hair straightener that caused hair loss and other adverse effects.

36. Upon information and belief, as early as December 2011 Unilever became aware of the serious adverse effects resulting from use of the Treatment, such as hair loss and chemical burns. However, despite that knowledge, Unilever remained silent, knowingly failed to warn distributors or the public of the problems caused by the Treatment and continued selling the Treatment with the same express warranties and without appropriate warnings.

37. On the day the Product was “recalled,” Unilever explained on a website listing numerous recalled products that the Treatment was taken off the market “because of potential consumer misunderstanding of the product’s suitability for certain hair conditions.” Unilever admitted that consumers “misunderstood” the Treatment, which misunderstanding was caused by Unilever’s false marketing of the Treatment as, among other things, a temporary hair smoothing product, not a long-lasting toxic chemical relaxer that could cause hair loss and other damage.

38. The Food and Drug Administration (FDA), on its website at <http://www.fda.gov/Safety/Recalls/EnforcementReports/ucm307229.htm>, indicates that the Treatment was recalled by Unilever by letter dated May 8, 2012. The FDA website notes that there were 381,288 kits in commerce nationwide that were recalled. The FDA website further notes that the Treatment was manufactured by Les Emballages Knowlton, Inc., now known as LEK, a subsidiary of Knowlton.

39. Retailers were advised by Unilever to immediately cease distribution of the Product and were advised to send the Product back to Unilever. Upon information and belief, some retailers continued to sell the Product after the recall.

40. In recalling the Product, Unilever did not make any public announcement and did not publicly respond to the numerous complaints of adverse incidents associated with its use. Instead, Unilever posted a simple notice on its website indicating that the Treatment had been “discontinued” and requesting that customers call for additional information.

41. Defendants LEK and Conopco did nothing in connection with the recall despite the reference to LEK as the “manufacturer” in connection with the FDA’s notice of recall.

42. Unilever continues to this day to advise consumers that the Product is safe to use as directed, without providing any disclosure concerning the complaints of hair loss and with no warnings regarding the hair loss that may result from its continued use. See <http://keratininfusion.suave.com/us/base/howto#productFaqs>.

43. Unilever actively and intentionally misled consumers by telling consumers the Product was safe to use while at the same time telling retailers to immediately recall the Product and to bar sales of the Product sitting on their shelves.

44. Unilever's Code of Business Principles, Exhibit C, states that Unilever "complies with laws and regulations of the countries in which they operate." It further provides that Unilever is "committed to providing products which are safe for their intended use. Products and services will be accurately and properly labeled, advertised and communicated."

45. Unilever also makes the following representations on its website, portions of which are attached as Exhibit D:

- "Consumers trust us to provide them and their families with products that are safe."
- "[P]rotecting consumers' safety is our number one priority."
- "We realise innovation is key to our progress, and through cutting-edge science we're constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality. We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products. Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities."
- "On any given day, two billion people use Unilever products to look good, feel good and get more out of life."

Defendants' Conduct With Respect To The Hazard Posed By The Product

46. The active ingredient in the Product, Thioglycolic Acid, including its salts and esters, was originally developed as a depilatory agent for uses such as removing animal hair from hides so that a processor could transform a hairy hide into leather capable of being processed. Thioglycolic Acid is so corrosive that, if left on too long, it will dissolve the bonds holding hair together until the hair strand is transformed into a jelly-like substance that can be wiped away.

47. Designing, manufacturing and providing a direct-to-consumer hair conditioning with Thioglycolic Acid, at the pH levels and concentration in the Product, was unreasonably

dangerous and unsafe to consumers, especially when marketed as a gentle, “smoothing” hair conditioning treatment.

48. Upon information and belief, Les Emballages Knowlton, now known as Defendant LEK, manufactured the Product for Unilever pursuant to a contract issued by Conopco. While the exact nature of the relationship between the Conopco and Unilever entities remains unknown, Plaintiffs are informed and believe that Conopco granted the manufacturing contract to LEK as agent for Unilever.

49. On its website, LEK boasts that it is “strategically positioned twenty minutes from the US-Canada border – immediately north of the US eastern states” in an obvious attempt to solicit and obtain US business. The website continues by explaining that “LEK is a highly flexible manufacturing environment designed to meet the needs of mass brands; from new product introductions, to brand growth, as well as the continuous improvement needs of mature brands. Highly capable in the production of liquid and solid products, LEK is recognized by the market as a leader in large-scale hot pour capabilities, boasting some of the best expertise in the manufacture of anti-perspirants and deodorants in the world.” See <http://www.kdc-companies.com/kdc/lek.php>

50. Under the heading “Team” the website continues to claim that the organization is “best in class in planning and introducing new products to the mass market, as well as introducing cost improvement programmes that secure a product’s profitability over its life-cycle. Since 1991, LEK has been a stable partner to some of the most important brand-owners in the world, as its management and operational teams continue to refine their approach to managing the complexity of the consumer packaged goods industry.” Id.

51. Based upon LEK’s own representations, it claimed to have the expertise and ability to manufacture a safe and effective Product for Unilever. Despite its purported expertise, it failed to perform adequate testing to determine that the Product, at the pH and concentrations in which it was offered for sale, was dangerous and unfit for sale directly to consumers. Despite its purported expertise in managing “new product introductions,” LEK permitted the Product to

be sold with incomplete and inaccurate instructions and warnings, and although as a manufacturer it owes a duty of care to Plaintiffs and all putative Class Members, LEK failed to properly warn or advise potential consumers of the risk attendant with use of the Product.

52. Instead, upon information and belief, LEK (with Unilever and Conopco) knowingly permitted the manufacture and sale to Kentucky consumers of a Product that was dangerous and unfit for sale as a temporary hair “smoothing” Product.

53. Prior to Plaintiffs’ purchase of the Product, Defendants were aware or should have been aware that the Treatment contained an inherent defect that caused significant hair loss and scalp burns upon proper application and that any instructions and warnings provided with the Product directly to consumers were materially insufficient.

54. Defendants Unilever, LEK, and Conopco knew, or but for their reckless indifference would have known, prior to Plaintiffs’ purchases of the Product that they would continue to receive complaints of hair loss attributed to the Product. Based on their experience, Defendants knew or should have known that even if they diligently investigated the problem, it would be difficult if not impossible to remediate the problem.

55. Unilever knew, or but for its reckless indifference would have known, that: (a) the risk of scalp burns and hair loss was substantial, (b) Unilever’s customers were unaware of that substantial risk, and (c) those customers had a reasonable expectation that Unilever would disclose that risk and fully and appropriately issue a recall of the Product.

56. Despite such knowledge, Unilever did not disclose to prospective purchasers, before or after the so-called recall, that there was a substantial risk of scalp burns and hair loss associated with use of the Product. Unilever instead continued to claim the Product was safe even after the so-called recall, while concealing all the adverse reports filed by consumers. Unilever told consumers that the Product was discontinued because of consumer “confusion,” not because users of the Product were losing their hair and burning their scalps.

FACTS RELATING TO NAMED PLAINTIFFS

57. Plaintiff Naiser purchased the Treatment in or about April 2012. Based on Unilever's representations, Naiser expected to be purchasing a short-term "smoothing" conditioner and not a harsh chemical relaxer which contained the same active ingredient that is used in hair removal products. Naiser was exposed to and familiar with Unilever's claims about the Treatment not containing Formaldehyde and being a "smoothing" Product whose effects would last no longer than 30 days. She paid approximately \$10.00 for the Treatment, which she purchased at a Target in Louisville, Kentucky.

58. Upon proper application of the Treatment, Naiser's hair loosened from its natural tight curls to being completely straight. Within a short period of time, she noticed she was experiencing significant hair loss and breakage as a result of her use of the Product. The straightening effects and damage to Naiser's hair continued for months, well beyond the "30 days" promised on the Treatment package. To date, she has spent approximately \$2,000.00 on haircuts and conditioning products in an effort to restore the damage caused by use of the Product.

59. Plaintiff Phillips purchased the Treatment in or about June 2012. Phillips was familiar with Keratin-based hair treatments and saw ads for the Product which offered it as a good value compared to expensive salon Keratin-based treatments. Phillips was exposed to and familiar with Unilever's claims about the Treatment being a "smoothing" Product whose effects would last no longer than 30 days. She paid approximately \$15.00 for the Treatment, which she purchased at a Rite Aid drug store in Calhoun, Kentucky.

60. Phillips reviewed the Product instructions and so-called warnings and applied all three steps as instructed by Unilever's package inserts. Immediately upon application, the Product was burning her scalp. She finished the application and then rinsed it off and noticed red patches on her scalp, visible immediately after she removed the Product. The redness went away after a short while, but Phillips' scalp remained tender for weeks following application of the

Treatment. Phillips' hair also began to fall out and break, and she had it cut in a layered fashion in an attempt to hide the damage.

61. A few days after using the Treatment, Phillips contacted her hair dresser and began to take steps to remediate the damage caused by the Product. To date, she has spent hundreds of dollars on conditioners and special treatments to try to restore her hair, including incurring additional charges for haircuts at the salon, above and beyond those she would have normally had.

62. Plaintiffs purchased the Treatment because of Unilever's false representations about what the Product offered them, and because they were unaware that the Treatment was unsafe and would cause hair loss and scalp burns, among other effects.

63. Plaintiffs provided pre-suit notice to Unilever and LEK of their warranty claims and all Defendants had actual notice of the alleged defect and harm caused by the Product.

CLASS ALLEGATIONS

64. Plaintiffs bring this action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure on behalf of all Kentucky residents who purchased the Product for personal or household use at any time since the date in 2011 that the Product was first made available to consumers (the "Class"). Plaintiffs seek to recover on their behalf, and on behalf of all similarly situated Kentucky residents, the economic losses and damages they have and will sustain as a result of their purchases of the now-recalled Product, including but not limited to: (a) the cost of haircuts, conditioners and other products purchased to repair the damage to their hair; (b) the cost of any medical assessments or testing incurred as a result of their purchases of the Product; (c) other consequential and incidental damages; and (d) any other appropriate damages.

65. Plaintiffs are members of the Class they seek to represent. Excluded from the Class are: Defendants; any entities in which Defendants have a controlling interest; any of the Defendants' parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families; defense counsel in this case and his, her or their immediate family; and those who purchased the Treatment for resale.

66. Upon information and belief, the Defendants sold hundreds, if not thousands of Treatment kits to Kentucky residents. Plaintiffs and the members of the Class they seek to represent are so numerous that joinder of all members individually, in one action or otherwise, is impractical. The precise number of Class Members and their identities are unknown to Plaintiffs at this time but will be determined through discovery and other means. Class Members may be notified of the pendency of this action by mail and/or publication.

67. This action involves questions of law and fact common to Plaintiffs and all members of the Class, which include the following:

- (a) Whether the Treatment contains the defect alleged herein;
- (b) Whether Defendants failed to appropriately warn Class Members of the damage that could result from use of the Product;
- (c) Whether Defendants had actual or imputed knowledge of the defect but did not disclose it to Plaintiffs or the Class;
- (d) Whether Unilever promoted the Product with false and misleading statements of fact and material omissions;
- (e) Whether the alleged conduct constitutes violation of the laws or regulations asserted herein;
- (f) Whether Plaintiffs and Class Members sustained damages resulting from Defendants' conduct and, if so, the proper measure of damages or other relief.

68. These and other questions of law and/or fact are common to the Class and predominate over any questions affecting only individual Class Members.

69. The claims of the named Plaintiffs are typical of the claims of the proposed Class, and Plaintiffs will fairly and adequately protect the interests of the Class and have no interests adverse to, or which directly conflict with, the interests of the other members of the Class.

70. Plaintiffs have engaged the services of counsel who are experienced in complex class litigation, who will adequately prosecute this action, and who will assert and protect the rights of and otherwise represent Plaintiffs and the absent Class Members.

71. Plaintiffs' claims are typical of those of the absent Class Members in that Plaintiffs and the Class Members each purchased and used the Treatment and each sustained damages arising from Defendants' wrongful conduct, as alleged more fully herein.

72. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable for proposed Class Members to prosecute their claims individually.

73. Plaintiffs submit that there will be fewer difficulties in the fair, efficient and cost-effective management of this action or the common issues therein as a class action, and there will be benefits to and protections of the legitimate interests of the parties, the court and the public with the maintenance of this action as a class action than there would be under any other procedural alternative. Means exist to address any individual issues of injury and damages involved in fair and adequate compensation for the Class, after common issues relating to Defendants' Product, conduct, knowledge, duties and breach thereof have been adjudicated. Claims processes may also be employed to fashion and implement an expeditious remedy for the Class.

74. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I

(Breach Of Express Warranty – Against Unilever Only)

75. Plaintiffs incorporate the allegations contained in Paragraphs 1-74 of the Complaint by reference as if fully set forth herein.

76. Plaintiffs bring this claim individually and on behalf of the Class.

77. Plaintiffs and each member of the Class formed a contract with Unilever at the time Plaintiffs and the other Class Members purchased the Treatment. The terms of that contract

include the promises and affirmations of fact made by Unilever on the Treatment's packaging and through marketing and advertising, as described above. This marketing and advertising constitute express warranties and became part of the basis of the bargain, and are part of the standardized contract between Plaintiffs and the members of the Class and Unilever.

78. Unilever purports through its advertising and packaging to create express warranties that the Treatment was a hair "Smoothing" Product and not a chemical relaxer, that the effects of the Treatment would last no more than 30 days, and that it contained No Formaldehyde and was safe.

79. All conditions precedent to Unilever's liability under this contract were performed by Plaintiffs and the Class when they purchased the Product and used it as directed.

80. Unilever breached express warranties about the Treatment and its qualities because Unilever's statements about the Product were false and because the Product does not conform to Unilever's affirmations and promises described above. Plaintiffs and the Class would not have purchased the Product had they known the true nature of the Treatment and the mis-statements regarding what the Product was and what it contained.

81. As a result of Unilever's breach of warranty, Plaintiffs and the Class have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from the purchases, including the cost to repair their hair loss.

COUNT II

(Violation Of The Kentucky Consumer Protection Act – Against Unilever Only)

82. Plaintiffs incorporate the allegations contained in Paragraphs 1-81 of the Complaint by reference as if fully set forth herein.

83. Plaintiffs bring this claim individually and on behalf of the Class.

84. Plaintiffs and the Class Members are consumers entitled to the protections of the Consumer Protection Act, KRS 367.110, et. seq. (the "Act") and may recover damages pursuant to the provisions of the Act, both compensatory and punitive.

85. Unilever deceived Plaintiffs and members of the proposed Class in violation of the Act by promoting and/or allowing sales of the Treatment with the use of unfair, false, misleading or deceptive acts or practices in the conduct of the trade and/or commerce of selling the Treatment. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the Product.

86. As detailed above, Unilever, through its advertisements and packaging, used unconscionable commercial practices, deception, fraud, false promises and misrepresentations in violation of the Act in connection with the marketing of the Treatment.

87. Unilever also knowingly concealed, suppressed and consciously omitted material facts from Plaintiffs and other members of the Class knowing that consumers would rely on the advertisements and packaging and Unilever's uniform representations to purchase the Product.

88. Plaintiffs did not become aware of any facts which would have called into question the false public perception of safety which Unilever had created, until and after the so-called "recall."

89. Until the present, Unilever knowingly accepted the benefits of its deception and improper conduct in the form of profits from the increased sale of the Product.

90. In addition, and upon information and belief, Unilever has continued to defraud consumers in Kentucky by soliciting and obtaining signatures from unrepresented consumers on form releases that are oppressive and unconscionable for, among other reasons, the following: (i) the releases fail to advise consumers anywhere on the release form, of the important legal consequences of releasing all claims related to their purchase and/or use of the Treatment; (ii) the releases require consumers to indemnify Unilever under conditions that are unfair and oppressive; (iii) the releases purport to waive claims for third party retailers, for no additional consideration and without explanation; and (iv) the releases purport to release personal injury claims without providing any additional consideration beyond providing reimbursement of economic losses actually sustained by consumers.

91. Upon information and belief, Unilever's representatives provided false and/or incomplete information to unrepresented consumers in order to obtain signed releases, including but not limited to representations that diminish the legal significance and consequences of the releases.

92. As a proximate result of the above-described Consumer Protection Act violations, Plaintiffs and other members of the Class: (a) purchased and used the Treatment when they would not otherwise have done so; (b) suffered economic losses consisting of the cost of purchasing the Treatment; (c) suffered and/or will suffer additional economic losses in repairing and restoring the damage caused by the Treatment; and (d) suffered and will suffer additional economic losses incidental to any visits to dermatologists or other medical specialists, including lost income and related expenses. As a direct and proximate result of Unilever's fraud in obtaining signatures on legal form releases without proper consideration and based upon the provision of false and incomplete information, Plaintiffs request that this Court set aside any and all releases signed by putative Kentucky Class Members, along with any other appropriate relief.

COUNT III

(Violation Of Magnuson-Moss Act (15 U.S.C. § 2301 et seq. – Against Unilever Only)

93. Plaintiffs incorporate the allegations contained in Paragraphs 1-92 of the Complaint by reference as if fully set forth herein.

94. Plaintiffs bring this claim individually and on behalf of the Class.

95. Plaintiffs and the Class are consumers as defined in 15 U.S.C. § 2301(3).

96. Unilever is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)(5).

97. The Treatment is a consumer product as defined in 15 U.S.C. § 2301(6).

98. By reason of Unilever's breach of warranties as set forth above, Unilever has violated the statutory rights due to the Plaintiffs and the Class pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., thereby damaging Plaintiffs and the Class.

COUNT IV

(Negligence And/Or Gross Negligence – Against All Defendants)

99. Plaintiffs incorporate the allegations contained in Paragraphs 1-98 of the Complaint by reference as if fully set forth herein.

100. Plaintiffs bring this claim individually and on behalf of the Class.

101. Defendants owed Plaintiffs a duty to use due care in their development, testing, planning, design, marketing, sale and recall of the subject hair care Product offered for use by consumers.

102. Through their failure to exercise due care, Defendants breached this duty by producing, processing, manufacturing, distributing and/or offering for sale a Product in a defective condition that was unsafe for unsupervised use at home by consumers.

103. Additionally, Defendants breached their duty of care to Plaintiffs by failing to use sufficient quality control, perform adequate research or testing, proper manufacturing, production or processing, and failing to take sufficient measures to prevent the Product from being offered for sale in an unsafe and hazardous form.

104. Defendants further breached their duty of due care by failing to properly and adequately inform consumers once safety concerns, including hair loss and chemical burns, were brought to the Defendants' attention, and further breached their duty of care by failing to fully and appropriately recall the Product.

105. Defendants knew, or in the exercise of reasonable care should have known, that the Product presented an unacceptable risk to consumers, and would result in damages that were foreseeable and reasonably avoidable.

106. As a direct and proximate result of Defendants' above-referenced negligence and/or gross negligence, Plaintiffs and the Class have suffered and are entitled to recover damages, both compensatory and punitive.

COUNT V

(Strict Liability – Against All Defendants)

107. Plaintiffs incorporate the allegations contained in Paragraphs 1-106 of the Complaint by reference as if fully set forth herein.

108. Plaintiffs bring this claim individually and on behalf of the Class.

109. Defendants are producers, manufacturers, marketers and/or distributors of the Product.

110. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective in design or formulation in that, when the Product left the hands of Defendants, the foreseeable risks of harm exceeded the benefits associated with the design or formulation.

111. Defendants' Product was expected to, and did, reach Plaintiffs without substantial change in condition.

112. Alternatively, the Product manufactured, designed, marketed and/or supplied by Defendants was defective in design or formulation in that, when it left the hands of Defendants, it was unreasonably dangerous, more dangerous than an ordinary consumer would expect without concomitant accurate information and warnings accompanying the Product.

113. Defendants researched, produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate warning, testing, study and/or reporting regarding the results of such efforts.

114. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate post-market warning or instruction because, after Defendants knew or should have known of the risk of injury from the recalled Product, Defendants failed to immediately provide adequate warnings to Plaintiffs and the Kentucky public.

115. As the direct and legal result of the defective condition of the Product as produced, manufactured, designed, marketed and/or distributed by Defendants, and of the

negligence, carelessness, other wrongdoing and actions of Defendants described herein, Plaintiffs and the Class suffered damages.

COUNT VI

(Unjust Enrichment – Against All Defendants)

116. Plaintiffs incorporate the allegations contained in Paragraphs 1-115 of the Complaint by reference as if fully set forth herein.

117. Plaintiffs bring this claim individually and on behalf of the Class.

118. Plaintiffs and Class Members conferred a benefit on Defendants by purchasing the Treatment.

119. Defendants have been unjustly enriched in retaining the revenues derived from Class Members' purchases of the Treatment, which retention of such revenues under these circumstances is unjust and inequitable because Defendants manufactured a defective Product, and Unilever misrepresented the nature of the Product, misrepresented its ingredients, and knowingly marketed and promoted a dangerous and defective Product, which caused injuries to Plaintiffs and the Class because they would not have purchased the Treatment based on the same representations if the true facts concerning the Product had been known.

120. Because Defendants' retention of the non-gratuitous benefit conferred on it by Plaintiffs and the Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiffs and the Class Members for their unjust enrichment, as ordered by the Court.

WHEREFORE, Plaintiffs, individually and on behalf of the Class of persons described herein, themselves and all others similarly situated, respectfully request the following relief:

- A. An Order certifying the Class as defined above;
- B. An Order designating Plaintiffs as representatives of the Class and their counsel as Class counsel;
- C. Judgment against the Defendant Unilever on Count I of the Complaint for Breach of Express Warranty, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

D. Judgment against the Defendant Unilever on Count II of the Complaint for Violation of the Kentucky Consumer Protection Act, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

E. Judgment against the Defendant Unilever on Count III of the Complaint for Violation of the Magnuson-Moss Act, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

F. Judgment against the Defendants Unilever, LEK, and Conopco on Count IV of the Complaint for Negligence And/Or Gross Negligence, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

G. Judgment against the Defendants Unilever, LEK, and Conopco on Count V of the Complaint for Strict Liability, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

H. Judgment against the Defendants Unilever, LEK, and Conopco on Count VI of the Complaint for Unjust Enrichment, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

I. An award of restitution and other appropriate equitable relief;

J. A jury trial on all Counts of the Complaint so triable;

K. Reasonable attorney's fees and costs; and

L. Such other and further relief as the Court deems appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard A. Getty", is written over a horizontal line.

RICHARD A. GETTY

and

DANIELLE H. BROWN

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COUNSEL FOR PLAINTIFFS

ragpld3577

EXHIBIT A



TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit

Buy from Walmart

Shipping & Pickup

\$10.97

Not Available at this time

Also in stores

Not carried in your local Richmond store.

Find in another store

Show this number: 0007940019562 to a Walmart associate to find this item in your store.

Product availability, styles, promotions and prices may vary between stores and online.

Item Description

Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

Suave Professionals Keratin Infusion 30 Day Smoothing Kit:

- Smoothes your style as well as a keratin treatment
- One application
- No formaldehyde
- Smoothing kit contains: smoothing cream, cuticle seal cream, heat defense leave-in conditioner, comb, gloves, instructions for use

Specifications

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Model No.	19562
Shipping Weight (in pounds):	1.5
Product in Inches (L x W x H):	5.69 x 2.44 x 7.52
Walmart No.	550161452

Ingredients

Smoothing Cream: Water (Aqua), Ammonium Thioglycolate, Diammonium Dithiodiglycolate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Laureth-23, Ammonium Hydroxide, Fragrance (Parfum), Cetareth-20, Steareth-2, Trideceth-6, Tetrasodium Edta, Hydrolyzed Keratin, Cuticle Seal Cream: Water (Aqua), Cetearyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearamidopropyl Dimethylamine Hydrogenated Coconut Oil, Behetrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Amodimethicone, Disodium Edta, Potassium Chloride, Phosphoric Acid, Peg-7 Propylheptyl Ether, Cetrimonium Chloride, Hydrolyzed Keratin, Heat Defense Leave-In Conditioner: Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethiconol, Stearamidopropyl Dimethylamine, Glycerin, Fragrance (Parfum), Behetrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Petrolatum, Dmdm Hydantoin, Hydrolyzed Keratin, Disodium Edta, Tetra-Dodecylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylene Glycol, Iodopropynyl Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxide (CI 77491).

Directions

- How does it work? Step 1: Smoothing Cream with keratin loosens, smoothes, and detangles curls and waves. Step 2: Cuticle Seal Cream with Kerablock Technology reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

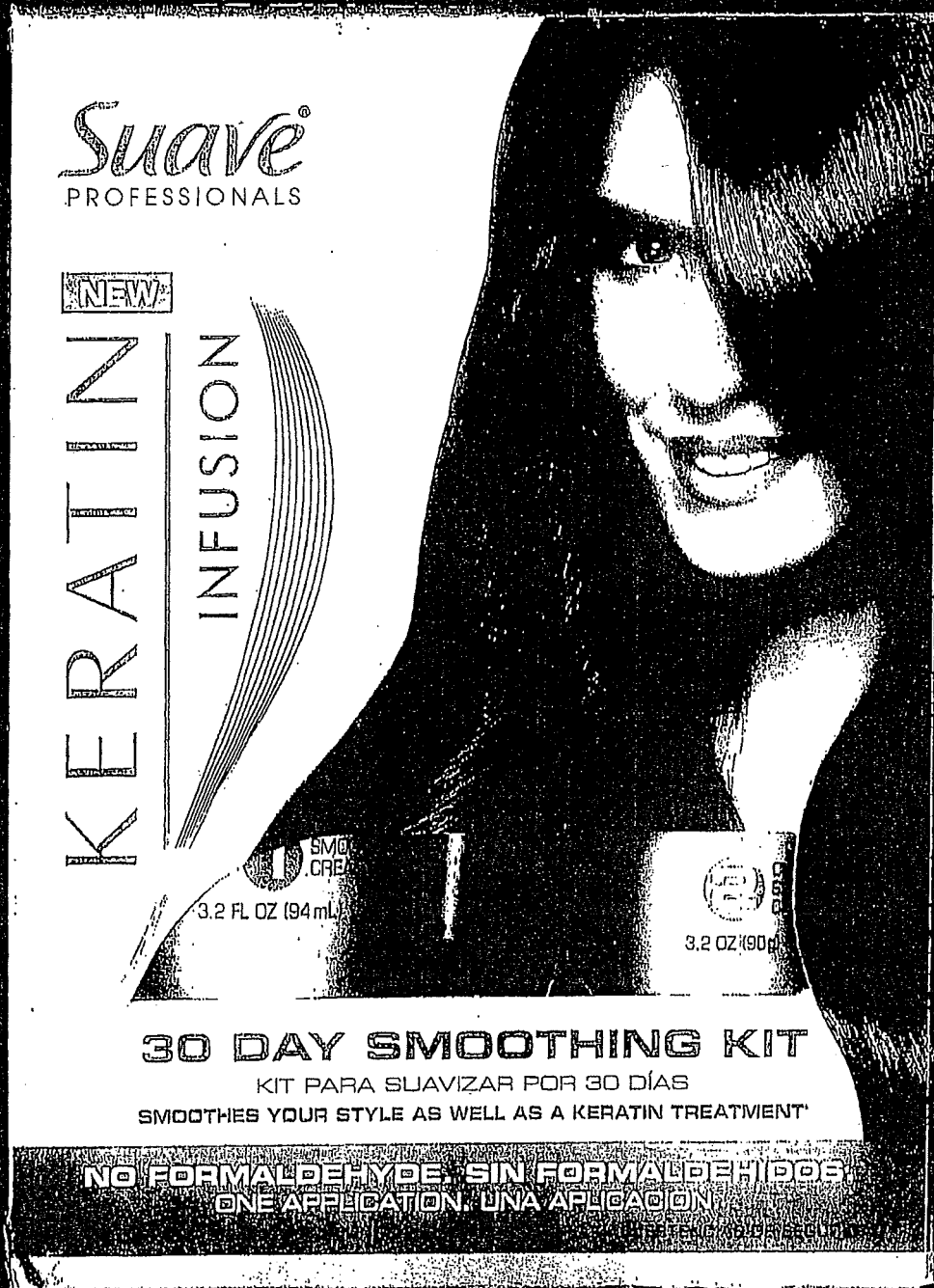
Warnings

Top of Page

This product contains thioglycolates, do not use if you have previously reacted to products containing thioglycolates, which are often found in hair perming products. Do not use this smoothing treatment if your scalp is irritated, sore or damaged. You hair is currently permed or chemically straightened with a perm type product, only a root touch up can be done. Your hair is highlighted or bleached. This treatment also must not be used with double processed or high lift color. This means any hair color substantially lighter than your natural color. If in doubt, ask your stylist or contact the hair color manufacturer. Use of this product on lightened hair (including highlights or high lift color processes) will result in hair breakage--regardless of how long ago the hair was treated. Your hair is treated with henna's or color restorers (metallic dyes). You have chemically relaxed or straightened your hair with relaxers containing lye (sodium hydroxide) or hydroxides of lithium, potassium, or guanidine. You hair is highly damaged, extremely dry,

brittle, or breaking. Keep out of reach of children. May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or Poison Control Center immediately. Do not induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

EXHIBIT B



Suave
PROFESSIONALS

NEW

KERATIN
INFUSION

3.2 FL. OZ (94 mL)
SMOOTHING CREAM

3.2 OZ (90g)
SMOOTHING LOTION

30 DAY SMOOTHING KIT
KIT PARA SUAVIZAR POR 30 DÍAS
SMOOTHES YOUR STYLE AS WELL AS A KERATIN TREATMENT*

NO FORMALDEHYDE SIN FORMALDEHIDOS
ONE APPLICATION. UNA APLICACIÓN.

Suave
PROFESSIONALS

NEW Suave Professionals®
KERATIN INFUSION
30 Day Smoothing Kit
NO FORMALDEHYDE



KERATIN INFUSION 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon Keratin Treatments. The new revolutionary system by Suave Professionals®, formulated with **KERALOCK™ TECHNOLOGY**, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

El kit **KERATIN INFUSION** para suavizar el cabello por 30 días es una opción simple y casera en lugar de los costosos tratamientos de queratina de los salones. El nuevo sistema revolucionario de Suave Professionals®, formulado con la **TECNOLOGIA KERALOCK™**, impregna el cabello de queratina y lo deja suave, brillante y manejable hasta por 30 días.

Step 1: Smoothing Cream with keratin loosens, smoothens, and detangles curls and waves.

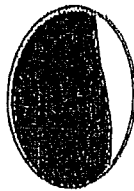
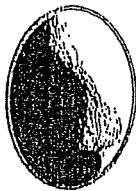
Step 2: Cuticle Seal Cream with **KERALOCK™ TECHNOLOGY** reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability.

Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

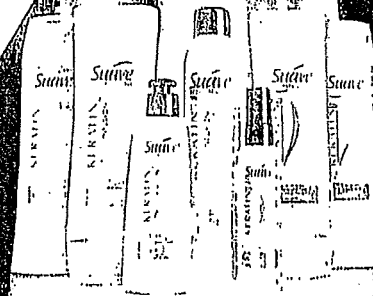
Before

After

30 Days After



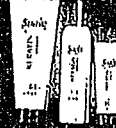
Appropriate for curly, wavy, frizzy hair. Results may vary depending on hair type. Hair will begin to return to its normal texture and shape over time but will continue to be smoother up to 30 days.



KERATIN INFUSION

SHAMPOO & RIT CONTAINS

- Smoothing Cream
- Cuticle Seal Cream
- Heat Defense Leave-In Conditioner
- Comb
- Gloves
- Instructions for Use



Maintain your silky smooth hair with L'Oréal® Keratin Infusion Shampoo and Conditioner. To enhance smoothness also try Keratin Infusion Smooth & Shine Serum.

SMOOTHING CREAM

Ingredients/Ingredientes:

Water (Aqua), Ammonium Thioglycolate, Dimethicone, Dihydroxyacetone, Cetyl Alcohol, Sodium Polyacrylate, C12-16 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Laureth-23, Ammonium Hydroxide, Fragrance (Parfum), Ceteareth-20, Stearalkyl-2, Trideceth-9, Tetracosidium EDTA, Hydrolyzed Keratin.

CUTICLE SEAL CREAM

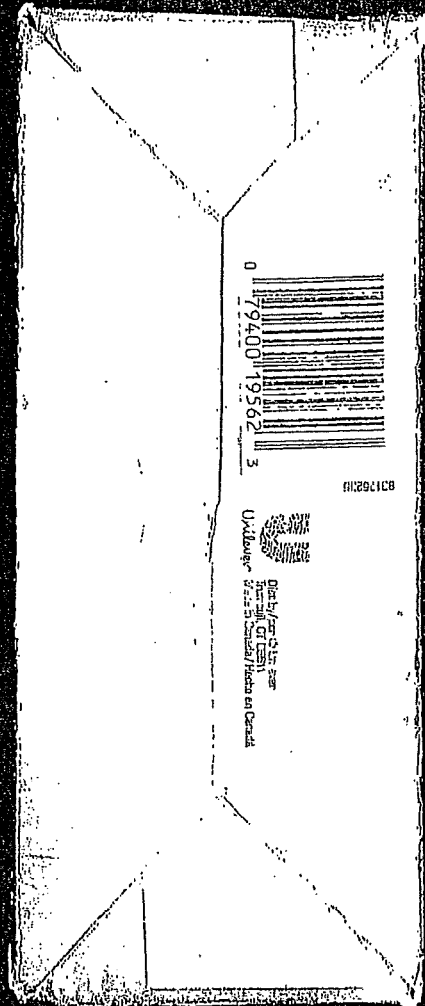
Ingredients/Ingredientes:

Water (Aqua), Cetyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearandipropyl Dimethylamine, Hydrogenated Coconut Oil, Behentrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Ammonium Methacrylate, Disodium EDTA, Polysiloxane Chloride, Phosphoric Acid, PEG-7 Propylheptyl Ether, Cetyltrimonium Chloride, Hydrolyzed Keratin.

HEAT DEFENSE LEAVE-IN CONDITIONER

Ingredients/Ingredientes:

Water (Aqua), Cetyl Alcohol, Cyclopentasiloxane, Dimethicone, Stearandipropyl Dimethylamine, Glyceryl, Fragrance (Parfum), Behentrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Pantoic Acid, DMDM Hydantoin, Hydrolyzed Keratin, Disodium EDTA, TEA Dodecylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylend Glycol, Isopropyl Alcohol, Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxides (CI 77491).





KERATIN INFUSION[®] MODO DE EMPLEO

¿Qué puede suceder después de usar el kit Suave Professionals[®] Keratin Infusion para suavizar el cabello por 30 días?

1. Los resultados pueden variar dependiendo de su tipo de cabello.
2. Con el tiempo, su cabello comenzará a regresar a su forma y textura original; sin embargo, seguirá estando más suave y será fácil de peinar hasta por 30 días.

LEER LAS INSTRUCCIONES COMPLETAS ANTES DE USAR. NO UTILICE ESTE TRATAMIENTO PARA SUAVIZAR EL CABELLO.

- Usarlo o usarlo con otros productos puede causar irritación en la piel o en el cuero cabelludo.
- Ha tenido anteriormente una reacción alérgica a un producto para el cabello o a un producto para el cabello que contiene un producto químico.
- Usarlo ha tenido el cabello en la piel o en la cara, o que por lo menos una zona de la piel o en la cara que se ha irritado por el producto.
- Si su cabello tiene color o está decolorado, el producto puede causar una reacción alérgica o irritación en la piel o en la cara, o que por lo menos una zona de la piel o en la cara que se ha irritado por el producto.
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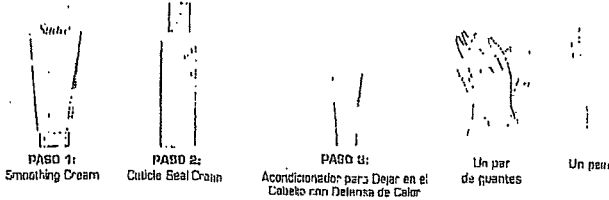
MÁS INFORMACIÓN IMPORTANTE:

- Utilizar en una zona bien ventilada.
- Evitar el contacto con los ojos. Si el producto entra en contacto con los ojos, lavarlos con abundante agua durante 15 minutos. Busque atención médica si la irritación persiste.
- Utilizar en la zona de la cabeza y cuello. Evitar el contacto con la cara y los ojos. Si el producto entra en contacto con la cara o los ojos, lavarlos con abundante agua durante 15 minutos. Busque atención médica si la irritación persiste.
- Utilizar en la zona de la cabeza y cuello. Evitar el contacto con la cara y los ojos. Si el producto entra en contacto con la cara o los ojos, lavarlos con abundante agua durante 15 minutos. Busque atención médica si la irritación persiste.
- Para evitar la irritación, no aplicar directamente sobre el cuero cabelludo ni la piel. Evitar la inhalación, los ojos y el cuello con cuidado. Si el producto entra en contacto con la piel, enjuagar o retirar con agua abundante.
- Este producto puede dañar la ropa y demás cosas. Si su cabello está teñido: Ya que este producto puede dañar el color del cabello, sugiero usarlo en el pelo no teñido 1-2 semanas antes de la tinción.

PRECAUCIÓN:

Manténgalo fuera del alcance de los niños. Puede ser nocivo si se ingiere. Si se ingiere por accidentalidad, beber varios vasos de agua para diluir el producto. Contacte inmediatamente a un médico o al centro de toxicología. No induzca al vómito. Evite el contacto con los ojos o la piel. Si entra en contacto con los ojos o la piel, limpie inmediatamente el área con abundante agua fría durante al menos 15 minutos. Si la irritación persiste, consulte a un médico.

EL CONTENIDO DEL KIT DE SUAVE PROFESSIONALS[®] KERATIN INFUSION[®] ARTÍCULOS INCLUIDOS (PROPORCIONADO EN EL JUEGO)



EL EQUIPAMIENTO NECESARIO (NO INCLUIDO EN EL KIT)

- Un reloj o temporizador
- Una toalla o camiseta vieja para cubrir los hombros
- Secador de pelo
- Vaseline

Inmediatamente antes del tratamiento, lívese el cabello con shampoo como de costumbre. Use un poco de acondicionador. Séquelo bien con toalla. (El cabello debe estar un poco húmedo). Peine y desmenude el cabello. Aplique una capa fina de vaselina alrededor del nacimiento del cabello, los oídos y la nuca. Coloque una toalla sobre sus hombros. Use los guantes del kit.

ADVERTENCIA: No pase más de 10 minutos aplicando el producto. Úsalo en un área bien ventilada; es normal que despegue el olor.

1. Empezando donde la textura es más áspera (por lo general en la nuca), aplique uniformemente una cantidad generosa de Crema Suavizante (Paso 1). La mayoría de las personas necesitarán todo el tubo. Es posible que las personas con cabello corto necesiten menos.

2. Aplique la Crema Selladora (Paso 2) a la punta, frotando y peinando con cuidado de manera recta. (NO masajear el cuero cabelludo)

CONSEJO PRÁCTICO: Una aplicación uniforme y completa es clave para obtener buenos resultados. Para facilitar la aplicación, puede dividir el cabello en secciones. Siempre cada sección con el producto. Las secciones de cabello no tratadas quedarán sin suavizar.

TIEMPO DE ESPERA:

1. AHORA - ajuste el temporizador con el tiempo que se muestra a continuación para su tipo de cabello. Nunca exceda el tiempo especificado para su tipo de cabello.

Finamente/ligeramente ondulado		Ligeramente ondulado a muy rizado		Muy rizado y áspero	
Teñido	Sin teñir	Teñido	Sin teñir	Teñido	Sin teñir
15 minutos	20 minutos	20 minutos	20 minutos	20 minutos	25 minutos

2. Durante el tratamiento, peine y alise el cabello a menudo para mantenerlo liso.

CONSEJO PRÁCTICO: Para mantener el volumen en la parte superior de la cabeza, peine hacia arriba y hacia atrás (lejos de la cara). Unte el producto recogido por el peine de nuevo en la cabeza. Según sea necesario, se puede agregar más producto para mantener el cabello totalmente cubierto durante el tratamiento.

3. Al final del periodo de tiempo determinado, ENJUAGUE bien el cabello con agua tibia, manteniendo el cabello liso. Enjuague por un mínimo de 5 minutos o hasta retirar todo el producto. NO USE SHAMPOO. Enjuague el peine. Deseche el tubo.

1. Seque ligeramente el cabello con una toalla para eliminar la humedad. (NO FROTE NI PEINE).

2. Aplique la Crema para Sellar la Cutícula (Paso 2) en todo el cabello usando todo o la mayoría del bote.

3. Déjalo en el cabello durante 7 minutos, independientemente del tipo de cabello. Suavemente, peine 2 o 3 veces mientras espera, manteniéndolo liso.

4. Enjuague bien con agua tibia por 4 o 5 minutos o hasta retirar todo el producto. (NO USE SHAMPOO). Enjuague el peine. Deseche el bote.

Para "terminar" el proceso, aplique una cantidad del tamaño de una moneda de diez centavos de Acondicionador para Dejar en el Cabello con Defensa de Calor (incluido en el kit) y seque su cabello con secador para que quede lacio y suave. Use plancha de pelo si lo desea.

CONSEJO PRÁCTICO: Usted no tiene que utilizar todo el producto del tubo. Guarde el sobrante para después. El producto Suave Professionals[®] Keratin Infusion Heat Defense Leave-In también se vende por separado para uso continuo.

NOTA:

- Deseche los productos del Paso 1 y 2. Sólo sirven para una aplicación.
- No use el shampoo durante 48 horas después del tratamiento.
- No se tinte el cabello ni se haga rayos por una semana después de este tratamiento.
- Vuelva a usar después de 3 meses. Puede retocar su cabello cada 3 meses.
- Vea las instrucciones para retocar en www.suave.com/keratininfusion
- Alargue la vida de su tratamiento lavándose el cabello con menos frecuencia. Para refrescar su cabello entre lavadas, utilice Keratin Infusion Dry Shampoo.

* comparado con los shampoos Suave[®] Professionals actuales



UNILEVER, TRUMBULL, CT 06611
¡PREGUNTAS O COMENTARIOS?
CALL 1-800-762-8301

EXHIBIT C

The Code and our Standard of Conduct

Code of Business Principles (1 of 2)

Standard of Conduct

We conduct our operations with honesty, integrity and openness, and with respect for the human rights and interests of our employees.

We shall similarly respect the legitimate interests of those with whom we have relationships.

Obeying the Law

Unilever companies and employees are required to comply with the laws and regulations of the countries in which we operate.

Employees

Unilever is committed to diversity in a working environment where there is mutual trust and respect and where everyone feels responsible for the performance and reputation of our company. We will recruit, employ and promote employees on the sole basis of the qualifications and abilities needed for the work to be performed.

We are committed to safe and healthy working conditions for all employees. We will not use any form of forced, compulsory or child labour.

We are committed to working with employees to develop and enhance each individual's skills and capabilities.

We respect the dignity of the individual and the right of employees to freedom of association.

We will maintain good communications with employees through company based information and consultation procedures.

Consumers

Unilever is committed to providing branded products and services which consistently offer value in terms of price and quality, and which are safe for their intended use. Products and services will be accurately and properly labelled, advertised and communicated.

Shareholders

Unilever will conduct its operations in accordance with internationally accepted principles of good corporate governance. We will provide timely, regular and reliable information on our activities, structure, financial situation and performance to all shareholders.

Business Partners

Unilever is committed to establishing mutually beneficial relations with our suppliers, customers and business partners. In our business dealings we expect our partners to adhere to business principles consistent with our own.

Community Involvement

Unilever strives to be a trusted corporate citizen and, as an integral part of society, to fulfil our responsibilities to the societies and communities in which we operate.

Public Activities

Unilever companies are encouraged to promote and defend their legitimate business interests.

Unilever will co-operate with governments and other organisations, both directly and through bodies such as trade associations, in the development of proposed legislation and other regulations which may affect legitimate business interests.

Unilever neither supports political parties nor contributes to the funds of groups whose activities are calculated to promote party interests.

The Environment

Unilever is committed to making continuous improvements in the management of our environmental impact and to the longer-term goal of developing a sustainable business.

Unilever will work in partnership with others to promote environmental care, increase understanding of environmental issues and disseminate good practice.



The Code and our Standard of Conduct

Code of Business Principles (2 of 2)

Innovation

In our scientific innovation to meet consumer needs we will respect the concerns of our consumers and of society.

We will work on the basis of sound science, applying rigorous standards of product safety.

Competition

Unilever believes in vigorous yet fair competition and supports the development of appropriate competition laws. Unilever companies and employees will conduct their operations in accordance with the principles of fair competition and all applicable regulations.

Business Integrity

Unilever does not give or receive, whether directly or indirectly, bribes or other improper advantages for business or financial gain. No employee may offer, give or receive any gift or payment which is, or may be construed as being, a bribe. Any demand for, or offer of, a bribe must be rejected immediately and reported to management.

Unilever accounting records and supporting documents must accurately describe and reflect the nature of the underlying transactions. No undisclosed or unrecorded account, fund or asset will be established or maintained.



Conflicts of Interests

All Unilever employees are expected to avoid personal activities and financial interests which could conflict with their responsibilities to the company.

Unilever employees must not seek gain for themselves or others through misuse of their positions.

Compliance – Monitoring – Reporting

Compliance with these principles is an essential element in our business success. The Unilever Board is responsible for ensuring these principles are applied throughout Unilever. The Chief Executive Officer is responsible for implementing these principles and is supported in this by the Corporate Code Committee chaired by the Chief Legal Officer. Members of the Committee are the Group Secretary, the Chief Auditor, the SVP HR and the SVP Communications. The Global Code Officer is Secretary to the Committee. The Committee presents quarterly updates to the Corporate Responsibility and Reputation and the Audit Committee, half-yearly reports to the Unilever Executive and an annual report to the Board.

Day-to-day responsibility is delegated to all senior management of the regions, categories, functions, and operating companies. They are responsible for

implementing these principles, if necessary through more detailed guidance tailored to local needs, and are supported in this by Regional Code Committees comprising the Regional General Counsel together with representatives from all relevant functions and categories.

Assurance of compliance is given and monitored each year. Compliance with the Code is subject to review by the Board supported by the Corporate Responsibility and Reputation Committee and for financial and accounting issues the Audit Committee.

Any breaches of the Code must be reported in accordance with the procedures specified by the Chief Legal Officer. The Board of Unilever will not criticise management for any loss of business resulting from adherence to these principles and other mandatory policies and instructions. The Board of Unilever expects employees to bring to their attention, or to that of senior management, any breach or suspected breach of these principles.

Provision has been made for employees to be able to report in confidence and no employee will suffer as a consequence of doing so.

Note

In this Code the expressions 'Unilever' and 'Unilever companies' are used for convenience and mean the Unilever Group of companies comprising Unilever N.V., Unilever PLC and their respective subsidiary companies. The Board of Unilever means the Directors of Unilever N.V. and Unilever PLC.

EXHIBIT D



INVESTOR CENTRE MEDIA CENTRE CAREERS

UNILEVER GLOBAL | CHANGE LOCATION

ABOUT US

BRANDS IN ACTION

SUSTAINABLE LIVING

INNOVATION

Search

SUSTAINABLE
LIVINGRESPONDING TO
STAKEHOLDER
CONCERNS

PROTECTING PEOPLE

ADVERTISING &
MARKETINGHUMAN RIGHTS &
LABOUR RIGHTSDEVELOPING
ALTERNATIVE
APPROACHES TO
ANIMAL TESTINGFARM ANIMAL
WELFAREGENETICALLY
MODIFIED CROPS

KODAIKANAL, INDIA

MICROPLASTICS

PRODUCT SAFETY

Consumers trust us to provide them and their families with products that are safe. Product safety is always considered at the design stage of a new product or process.

SAFETY COMES FIRST

Our Code of Business Principles sets out our commitment to provide branded products and services which are safe for their intended use and to innovate on the basis of sound science, applying rigorous standards of product safety. The safe and sustainable design of our products and manufacturing processes is core to our approach to responsible innovation.

We have a long-established Safety & Environmental Assurance Centre (SEAC) which assures the safety and environmental sustainability of our products, and the processes used to manufacture them. See Consumer safety for more.

Sometimes a product that does not meet our high safety and quality standards is accidentally released into the market. Such a product might, for example, have a quality defect, or a contamination of the raw materials or a mislabelling of ingredients. If this happens, protecting consumers' safety is our number one priority. If necessary, we will recall such products.

During 2011 we had four public recalls (compared with five in 2010). The continued reduction of incidents was partly due to our renewed focus on quality as an integral part of our business agenda. We have been putting programmes in place to improve the rigour of our processes - from sourcing and manufacturing to customer and consumer satisfaction with our brands.

Some consumers are concerned about the presence of particular chemicals in our products. We continue to work in partnership with research organisations, industry partners, NGOs and regulators to strengthen consumer confidence in our products, and with them we try to find alternative ingredients, where appropriate.

READ MORE

Code of Business Principles

Safety & environment

What's in our products

Unilever global company website

[Home](#) [About Us](#) [Investor Centre](#) [Media Centre](#) [Careers](#) [Product Safety](#)

USEFUL LINKS

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[Press releases](#)
[Share price](#)
[What's in our products?](#)

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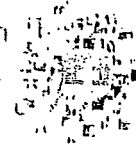
[Unilever Sustainable Living Plan Progress Report 2011 - 4.2MB](#) EN
[Annual Report & Accounts 2011 - 5.0MB](#) EN
[Form 20-F 2011 - 907KB](#) EN
[Unilever Quarterly Dividends Background Information - 26KB](#)
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BRANDS IN ACTION

SUSTAINABLE LIVING

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ABOUT US

INTRODUCTION TO
UNILEVER

UNILEVER FACTS

OUR VISION

OUR LOGO

OUR SUPPLIERS

INTRODUCTION TO UNILEVER

On any given day, two billion people use Unilever products to look good, feel good and get more out of life.

LIFE PARTNERS

With more than 400 brands focused on health and wellbeing, no company touches so many people's lives in so many different ways.



Our portfolio ranges from nutritionally balanced foods to indulgent ice creams, affordable soaps, luxurious shampoos and everyday household care products. We produce world-leading brands including Lipton, Knorr, Dove, Axe, Hellmann's and Omo, alongside trusted local names such as Blue Band, Pirelli and Suave.

RESPONSIBLE BUSINESS

Since Unilever was established in the 1890s, brands with a social mission have been at the core of our business, and now corporate responsibility underpins our strategy.

In 2010 we launched the Unilever Sustainable Living Plan – a set of targets designed to help us deliver our objective of growing our business while minimising our impact on the environment.

To embed sustainability into every stage of the life cycle of our products, we're working with our suppliers to support responsible approaches to agriculture. We're also learning from NGOs and other organisations, recognising that building a truly sustainable business is not something we can do without expert advice.

We believe that as a business we have a responsibility to our consumers and to the communities in which we have a presence. Around the world we invest in local economies and develop people's skills inside and outside of Unilever. And through our business and brands, we run a range of programmes to promote hygiene, nutrition, empowerment and environmental awareness.

IMPACT & INNOVATION

We realise innovation is key to our progress, and through cutting-edge science we're constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality.

We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products.

Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities.

ABOUT OUR BRANDS

From long-established names like Lifebuoy, Sunlight and Pond's to new innovations such as the Pirelli affordable water purifier, our range of brands is as diverse as our worldwide consumer base.

Unilever has more than 400 brands, 12 of which generate sales in excess of €1 billion a year.

Many of these brands have long-standing, strong social missions, including Lifebuoy's drive to promote hygiene through handwashing with soap, and Dove's campaign for real beauty.

We've also won a wealth of advertising industry honours at the prestigious Cannes Advertising Awards, including being named 2010's Advertiser of the Year.

Find out more about Unilever.

RELATED LINKS

Read the Unilever Sustainable Living Plan

DOWNLOADS

Introduction to Unilever presentation (6.8MB)
View our Introduction to Unilever presentation

VIEW OUR BRANDS

View our global brands

OUR LOGO

The story of our logo
Each icon within our logo represents an aspect of our business and our commitment to helping people get more out of life.

Unilever global company website

About us

Introduction to Unilever

USEFUL LINKS

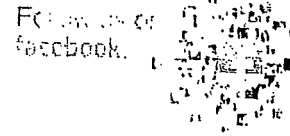
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about inspiring people to
take small, everyday
actions that add up to a
big difference.



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13CI00898

**JEFFERSON CIRCUIT COURT
30TH JUDICIAL CIRCUIT
DIVISION**

Civil Action No. _____

FILED IN CLERK'S OFFICE
DAVID L. NICHOLSON, CLERK
FEB 22 2013

JEFFERSON CIRCUIT COURT
DEPUTY CLERK DIVISION SEVEN (7)

**TERRI NAISER and JONNIE PHILLIPS,
On Behalf Of Themselves And All Others
Similarly Situated,**

Plaintiffs,

V.

**UNILEVER UNITED STATES, INC. and
LEK INC.,**

Defendants.

CLASS ACTION COMPLAINT

The Plaintiffs, Terri Naiser ("Naiser") and Jonnie Phillips ("Phillips") (collectively, the "Plaintiffs"), through counsel, for their Complaint against Defendants Unilever United States, Inc. ("Unilever") and LEK Corporation ("LEK") respectfully state as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this class action to seek redress for themselves and all others in the Commonwealth of Kentucky who purchased and/or used Suave® Professionals Keratin Infusion 30 Day Smoothing Kit (the "Treatment" or "Product") from the date in 2011 that the Treatment was made available to consumers through the present. Plaintiffs purchased the Treatment because of Unilever's uniform false representation that it would smooth their hair and coat it with Keratin, a protein found naturally in hair. Undisclosed by Defendants to Plaintiffs and the Class and therefore unknown to Plaintiffs and the Class, the Treatment contains an ingredient or combination of ingredients that causes significant hair loss upon proper application. The active ingredient in the Treatment, Thioglycolic Acid, including its salts and esters, is the same active ingredient that is used in hair depilatories and some hair perming solutions. Based on testing conducted by Plaintiffs, and as evidenced by damage caused to Plaintiffs and the putative class, the pH level and concentration of Thioglycolic Acid in the Treatment rendered it dangerous and unsafe for sale as an over-the-counter hair "smoothing" product.

2. In addition, Defendants failed to properly warn consumers of the risks and dangers attendant to the use of such a strong depilatory agent on their hair and scalp – even well after Defendants knew or should have known of its hazards. Defendants’ uniform acts and omissions in connection with the development, marketing, sale and delivery of the Treatment, and its belated and incomplete “recall” of this hazardous Product, violate the Consumer Protection Laws of Kentucky, breach express warranties to Plaintiffs and the Class, violate Kentucky’s product liability laws and constitute negligence and unjust enrichment.

3. Unilever labeled, advertised, promoted and sold the Treatment targeting women who wanted smooth, shiny, manageable hair with no frizz. Through an extensive marketing campaign and via its website and packaging, Unilever made a number of express warranties: that the Treatment was a Keratin-based smoothing treatment and not a toxic chemical relaxer; that its effects would last no longer than 30 days; that it contained no Formaldehyde; and that it was safe.

4. The Treatment was marketed as a Keratin product although Keratin, which is a natural protein, is the last-listed ingredient in the Smoothing Cream and Cuticle Seal Cream. The Treatment was sold among hair conditioning products, although it is not a conditioner but is instead a chemical hair straightener.

5. In addition, Unilever falsely claimed that the Treatment contained “No Formaldehyde,” in all capital letters on the box cover, when in fact the Treatment contains a chemical ingredient that is known to release Formaldehyde upon its use or application.

6. In order to create an impression of the Product as a gentle, natural Keratin-based hair “smoothing” treatment, Unilever falsely promoted the Product’s effects as lasting no longer than 30 days. Unlike chemical hair straighteners, whose effects are expected to last for many months, the positive attributes to be provided by the Treatment were touted as short-term.

7. Nowhere on the package labeling or on Unilever’s websites or other marketing materials did Unilever warn Plaintiffs and members of the Class that they were at risk of significant hair loss and/or scalp burns upon proper application of the Treatment.

8. Unilever failed to warn Plaintiffs and members of the Class of the risks, even though it knew, before or almost immediately upon introduction of the Product in late 2011, that consumers were complaining that the Treatment caused significant hair loss and scalp burns (among other adverse effects, such as hair discoloration).

9. Not only did Unilever fail to properly warn consumers before they purchased the Product, but when it finally chose to "recall" the Product in May 2012, it told consumers the Product was being "discontinued" and was still safe to use, while at the same time directing retailers to immediately remove the Product from the shelves and send it back to Unilever.

10. Up to the date of filing of this Complaint, Unilever has never fully and appropriately recalled the Product. Unilever continued to falsely claim to consumers that the Product is safe, and continued to fail to warn consumers of the dangers of proper application and/or misapplication of the Treatment. Unilever's efforts to conceal and downplay the hundreds if not thousands of complaints of Class Members who have lost their hair as a result of using this Product has resulted in a pointed attack on consumers. Specifically, Unilever attempts to shift attention and blame from the defects in the Product and its own failure to warn consumers by falsely claiming that it is the consumers' "misunderstanding" of the appropriate use and application of the Treatment that has resulted in the Product's failure.

11. Kentucky consumers reasonably expect that their hair care products will not cause significant hair loss because of defective design and manufacturing or because of inadequate research or due diligence. Kentucky consumers had no expectation that the Treatment would cause scalp burns and cause their hair to fall out.

12. Further, consumers reasonably expect that if Unilever, the company primarily responsible for developing, manufacturing, marketing and distributing the Product, knew that the Treatment would or could cause hair loss (whether by proper application or by misapplication), Unilever would make a disclosure to consumers as soon as it determined there was a widespread problem, rather than quietly discontinuing the Product and attempting to conceal the problem. By downplaying, concealing and misrepresenting the Product and the safety and risks of its use,

Unilever failed in its duty to provide consumers with adequate information, and continued even after the so-called "recall" to create and perpetuate a false public perception that there was little or no risk of harm from the use of its Product.

13. In its continuing efforts to conceal the dangers and serious harm attendant to use of the Product, Unilever has also engaged in a campaign designed to obtain unconscionable and unenforceable releases from consumers injured by use of the Product. Upon information and belief, Unilever has solicited and obtained releases from Kentucky consumers who were injured by use of the Product, without advising them of their right to obtain legal counsel to review the form releases that Unilever propounded and without fully explaining the terms or legal effect of the form releases, including that (a) the form releases purport to release third party retailers for no extra consideration; (b) the form releases purport to release personal injury claims for no extra consideration beyond the economic losses incurred by the consumer; (c) the form releases require consumers to indemnify Unilever for all losses "from any and every claim or demand of every kind and character, including claims for contribution;" (d) the form releases require the consumer to indemnify Unilever from any claims for payment of medical expenses by Medicare/Medicaid; and (e) the form releases require the consumer to hold Unilever harmless "from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare/Medicaid." The release forms that Unilever required its unrepresented consumers to sign contain terms that are so outrageous that they should be set aside as unconscionable and unenforceable under Kentucky law.

THE PARTIES

14. At all times relevant to this Complaint, Plaintiff Naiser resided in and currently resides in Louisville, Jefferson County, Kentucky. Naiser purchased and used the Product in Louisville, Jefferson County, Kentucky.

15. At all times relevant to this Complaint, Plaintiff Phillips resided in and currently resides in Utica, Daviess County, Kentucky. Phillips purchased the Product in Calhoun, Meade County, Kentucky and used the Product in Utica, Kentucky.

16. Defendant Unilever is a subsidiary of the dual-listed company consisting of Unilever N.V. in Rotterdam, Netherlands and Unilever PLC in London, United Kingdom. Unilever, which includes the Suave brand, is a Delaware corporation with its principal place of business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Unilever manufactured, marketed, designed, promoted and/or distributed the Treatment.

17. Knowlton Development Corporation ("Knowlton") is a foreign corporation with its principal place of business in Knowlton, Quebec, Canada. Defendant LEK, also a foreign corporation with its principal place of business in Knowlton, Quebec, Canada, is a subsidiary of Knowlton. LEK, formerly known as Les Emballages Knowlton, Inc., manufactured the Product for sale by Unilever in the United States, knowing that the Product would be sold in the United States, including the Commonwealth of Kentucky, and thereby causing injury to Kentucky residents and citizens as a direct result of the purchase and sale of said Product.

JURISDICTION AND VENUE

18. This Court has jurisdiction over the subject matter of this action because the Plaintiffs' claims against the Defendants arise out of acts or omissions of one or more of the Defendants in Jefferson County, Kentucky.

19. This Court has personal jurisdiction over the Defendants in this action pursuant to KRS 454.210 (the "Kentucky Long Arm Statute") because during the relevant period of time these Defendants, among other things, derived substantial revenue from Kentucky and caused tortious injury to the Plaintiffs in this Commonwealth.

20. Venue is proper in Jefferson County because one or more of the Defendants have derived substantial revenue, caused tortious injury and/or transacted business in Jefferson County, Kentucky, because a substantial part of the events or conduct giving rise to the Plaintiffs' claims occurred in Jefferson County, Kentucky, because the Plaintiff Naiser resides in, purchased and used the Product and was damaged thereby in Jefferson County, and because each of the Defendants is subject to personal jurisdiction within the Commonwealth of Kentucky and Jefferson County, Kentucky in particular.

FACTUAL ALLEGATIONS

The Product And Product Warranties

21. Unilever released Suave® Keratin Infusion 30-day Treatment on or about December 9, 2011. The Treatment was sold by Unilever directly and through retail shops to consumers nationwide.

22. In promoting its new Treatment, for example on Walmart.com, Unilever stated: "Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days." The description continues by pointing out that the Product contains "No formaldehyde."

23. The Walmart ad describes how the Product works: "Step 1: Smoothing Cream with keratin loosens, smoothens, And detangles curls And waves. Step 2: Cuticle Seal Cream with Keralock Technology reforms keratin bonds inside the hair fiber And eliminates frizz for long lasting smoothness And manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use." A copy of the Walmart ad is attached as Exhibit A and can be found at <http://www.walmart.com/ip/TO-BE-DELETED-Suave-Professionals-Keratin-Infusion-30-Day-Smoothing-Kit/20461380>.

24. The Product states, on the front of the box, that the Treatment "Smooths Your Style as Well as a Keratin Treatment." Below that statement is printed in all caps: "NO FORMALDEHYDE." The package instructions state: "Your hair will continue to be smoother and easier to style for up to 30 days !" The package instructions further advise: "To complete the process, apply the Heat Defense Leave-In Conditioner and blow dry your hair into a smooth, straight style. Flat iron if desired." A copy of the box labeling and instructions are attached as Exhibit B.

25. Keratin is a protein found naturally in hair. By promoting the Treatment as a treatment that “infuses hair with keratin protein” and that did not contain Formaldehyde, Unilever warranted the Product as a safe, non-toxic hair smoothing solution that could be purchased at a fraction of the price of a salon treatment.

26. However, despite the express representation that the Treatment contains no Formaldehyde, the Treatment does contain DMDM Hydantoin, a chemical that is known as a “Formaldehyde-releaser.” See <http://www.safecosmetics.org/article.php?id=599>. Formaldehyde releasers are sometimes used in cosmetics in place of Formaldehyde and release amounts of Formaldehyde over time. Formaldehyde is a known human carcinogen.

27. An investigation by the non-profit Environmental Working Group reported that some cosmetic companies disguise the Formaldehyde in their products by using, among other things, Formaldehyde releasers instead of Formaldehyde. See <http://www.ewg.org/hair-straighteners/our-report/hair-straighteners-that-hide-formaldehyde>.

28. An average consumer reviewing the Unilever representation that the Treatment contains “No Formaldehyde” would not expect that it would contain a chemical known to release Formaldehyde upon use or application.

29. Plaintiffs and the Class would also not expect that application of the Treatment would cause hair loss and scalp burns upon proper application.

30. Plaintiffs and the Class would reasonably expect a warning regarding any potential hazard to consumers, especially because the Food, Drug and Cosmetic Act regulations provide that cosmetics that may be hazardous to consumers must bear appropriate warnings. See <http://www.fda.gov/Cosmetics/CosmeticLabelingLabelClaims/default.htm>.

31. Contrary to the Food, Drug and Cosmetic Act regulations, the Product also failed to provide adequate directions for safe use, although Defendants knew or should have known the Product would be unsafe if used incorrectly. In fact, Unilever’s website affirmatively represents that it complies with all applicable labeling laws. See Unilever’s Code of Business Principles,

attached as Exhibit C and available on its website at http://www.unilever.com/images/Code-of-Business-Principles_tcm13-274232.pdf.

32. Unilever's representations that the Product is safe, contains "No Formaldehyde," and would smooth hair for no longer than 30 days, was plainly false.

33. In response to the damage customers have suffered after using this Product, consumers created a Facebook page entitled "Suave-Keratin-Infusion-Kit-Destroyed-my-Hair." The page describes:

NIGHTMARES & HORROR Stories shared by VICTIMS of this product. Even if you haven't been affected, but can sympathize, please "LIKE" this page as it would be very helpful to those who have & continue to suffer as a result of Suave's negligence! THANK YOU!

Mission

The intent of this group is to, first and foremost WARN others about the potential damage and danger (yes, danger), but also in hopes to get the attention of Unilever (Suave)!

PLEASE feel free to tell your stories in as much detail as you can. Pictures and videos will also be very helpful in garnering attention!

Many, including myself, strongly believe that this product is falsely advertised, misleading, devoid of proper warnings, not safe for over-the-counter sales, should be reviewed by the FDA, and pulled from the market immediately.

****ENDGAME:*****

GETTING THIS DANGEROUS PRODUCT DISCONTINUED OR RECALLED, AND *RECOMPENSE* FOR ALL THOSE WHO HAVE SUFFERED INJURIES, TRAUMA, AND THE LOSS OF THOUSANDS OF DOLLARS SPENT ON REPAIRS - A DIRECT RESULT OF BEING INTENTIONALLY MISLEAD BY UNILEVER, AND THEIR NEGLIGENCE.

Description

This group was created for people who have had horrible experiences with the "Suave Professionals Keratin Infusion 30 Day Smoothing Kit," and who need a place to tell their stories, vent, cry, scream, or receive support and empathy from others who have been likewise traumatized.

34. There are hundreds of posts highlighting the “horror stories” of women who used the Treatment. These stories are strikingly similar to Plaintiffs’ experiences. These consumers describe how they were misled by Unilever’s representations about the Product, expecting a Keratin-based smoothing Treatment whose effects would last no longer than 30 days, but instead received a toxic hair straightener that caused hair loss and other adverse effects.

35. Upon information and belief, as early as December 2011 Unilever became aware of the serious adverse effects resulting from use of the Treatment, such as hair loss and chemical burns. However, despite that knowledge, Unilever remained silent, knowingly failed to warn distributors or the public of the problems caused by the Treatment and continued selling the Treatment with the same express warranties and without appropriate warnings.

36. On the day the Product was “recalled,” Unilever explained on a website listing numerous recalled products that the Treatment was taken off the market “because of potential consumer misunderstanding of the product’s suitability for certain hair conditions.” Unilever admitted that consumers “misunderstood” the Treatment, which misunderstanding was caused by Unilever’s false marketing of the Treatment as, among other things, a temporary hair smoothing product, not a long-lasting toxic chemical relaxer that could cause hair loss and other damage.

37. The Food and Drug Administration (FDA), on its website at <http://www.fda.gov/Safety/Recalls/EnforcementReports/ucm307229.htm>, indicates that the Treatment was recalled by Unilever by letter dated May 8, 2012. The FDA website notes that there were 381,288 kits in commerce nationwide that were recalled. The FDA website further notes that the Treatment was manufactured by Les Emballages Knowlton, Inc., now known as LEK, a subsidiary of Knowlton.

38. Retailers were advised by Unilever to immediately cease distribution of the Product and were advised to send the Product back to Unilever. Upon information and belief, some retailers continued to sell the Product after the recall.

39. In recalling the Product, Unilever did not make any public announcement and did not publicly respond to the numerous complaints of adverse incidents associated with its use.

Instead, Unilever posted a simple notice on its website indicating that the Treatment had been “discontinued” and requesting that customers call for additional information.

40. Defendant LEK did nothing in connection with the recall despite the reference to LEK as the “manufacturer” in connection with the FDA’s notice of recall.

41. Unilever continues to this day to advise consumers that the Product is safe to use as directed, without providing any disclosure concerning the complaints of hair loss and with no warnings regarding the hair loss that may result from its continued use. See <http://keratininfusion.suave.com/us/base/howto#productFaqs>.

42. Unilever actively and intentionally misled consumers by telling consumers the Product was safe to use while at the same time telling retailers to immediately recall the Product and to bar sales of the Product sitting on their shelves.

43. Unilever’s Code of Business Principles, Exhibit C, states that Unilever “complies with laws and regulations of the countries in which they operate.” It further provides that Unilever is “committed to providing products which are safe for their intended use. Products and services will be accurately and properly labeled, advertised and communicated.”

44. Unilever also makes the following representations on its website, portions of which are attached as Exhibit D:

- “Consumers trust us to provide them and their families with products that are safe.”
- “[P]rotecting consumers’ safety is our number one priority.”
- “We realise innovation is key to our progress, and through cutting-edge science we’re constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality. We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products. Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities.”
- “On any given day, two billion people use Unilever products to look good, feel good and get more out of life.”

Defendants' Conduct With Respect To The Hazard Posed By The Product

45. The active ingredient in the Product, Thioglycolic Acid, including its salts and esters, was originally developed as a depilatory agent for uses such as removing animal hair from hides so that a processor could transform a hairy hide into leather capable of being processed. Thioglycolic Acid is so corrosive that, if left on too long, it will dissolve the bonds holding hair together until the hair strand is transformed into a jelly-like substance that can be wiped away.

46. Designing, manufacturing and providing a direct-to-consumer hair conditioning with Thioglycolic Acid, at the pH levels and concentration in the Product, was unreasonably dangerous and unsafe to consumers, especially when marketed as a gentle, "smoothing" hair conditioning treatment.

47. Upon information and belief, Les Emballages Knowlton, now known as Defendant LEK, manufactured the Product for Unilever.

48. On its website, LEK boasts that it is "strategically positioned twenty minutes from the US-Canada border – immediately north of the US eastern states" in an obvious attempt to solicit and obtain US business. The website continues by explaining that "LEK is a highly flexible manufacturing environment designed to meet the needs of mass brands; from new product introductions, to brand growth, as well as the continuous improvement needs of mature brands. Highly capable in the production of liquid and solid products, LEK is recognized by the market as a leader in large-scale hot pour capabilities, boasting some of the best expertise in the manufacture of anti-perspirants and deodorants in the world." See <http://www.kdc-companies.com/kdc/lek.php>

49. Under the heading "Team" the website continues to claim that the organization is "best in class in planning and introducing new products to the mass market, as well as introducing cost improvement programmes that secure a product's profitability over its life-cycle. Since 1991, LEK has been a stable partner to some of the most important brand-owners in the world, as its management and operational teams continue to refine their approach to managing the complexity of the consumer packaged goods industry." *Id.*

50. Based upon LEK's own representations, it claimed to have the expertise and ability to manufacture a safe and effective Product for Unilever. Despite its purported expertise, it failed to perform adequate testing to determine that the Product, at the pH and concentrations in which it was offered for sale, was dangerous and unfit for sale directly to consumers. Despite its purported expertise in managing "new product introductions," LEK permitted the Product to be sold with incomplete and inaccurate instructions and warnings, and although as a manufacturer it owes a duty of care to Plaintiffs and all putative Class Members, LEK failed to properly warn or advise potential consumers of the risk attendant with use of the Product.

51. Instead, upon information and belief, LEK (with Unilever) knowingly permitted the manufacture and sale to Kentucky consumers of a Product that was dangerous and unfit for sale as a temporary hair "smoothing" Product.

52. Prior to Plaintiffs' purchase of the Product, Defendants were aware or should have been aware that the Treatment contained an inherent defect that caused significant hair loss and scalp burns upon proper application and that any instructions and warnings provided with the Product directly to consumers were materially insufficient.

53. Defendants Unilever and LEK knew, or but for their reckless indifference would have known, prior to Plaintiffs' purchases of the Product that they would continue to receive complaints of hair loss attributed to the Product. Based on their experience, Defendants knew or should have known that even if they diligently investigated the problem, it would be difficult if not impossible to remediate the problem.

54. Unilever knew, or but for its reckless indifference would have known, that: (a) the risk of scalp burns and hair loss was substantial, (b) Unilever's customers were unaware of that substantial risk, and (c) those customers had a reasonable expectation that Unilever would disclose that risk and fully and appropriately issue a recall of the Product.

55. Despite such knowledge, Unilever did not disclose to prospective purchasers, before or after the so-called recall, that there was a substantial risk of scalp burns and hair loss associated with use of the Product. Unilever instead continued to claim the Product was safe

even after the so-called recall, while concealing all the adverse reports filed by consumers. Unilever told consumers that the Product was discontinued because of consumer "confusion," not because users of the Product were losing their hair and burning their scalps.

FACTS RELATING TO NAMED PLAINTIFFS

56. Plaintiff Naiser purchased the Treatment in or about April 2012. Based on Unilever's representations, Naiser expected to be purchasing a short-term "smoothing" conditioner and not a harsh chemical relaxer which contained the same active ingredient that is used in hair removal products. Naiser was exposed to and familiar with Unilever's claims about the Treatment not containing Formaldehyde and being a "smoothing" Product whose effects would last no longer than 30 days. She paid approximately \$10.00 for the Treatment, which she purchased at a Target in Louisville, Kentucky.

57. Upon proper application of the Treatment, Naiser's hair loosened from its natural tight curls to being completely straight. Within a short period of time, she noticed she was experiencing significant hair loss and breakage as a result of her use of the Product. The straightening effects and damage to Naiser's hair continued for months, well beyond the "30 days" promised on the Treatment package. To date, she has spent approximately \$2,000.00 on haircuts and conditioning products in an effort to restore the damage caused by use of the Product.

58. Plaintiff Phillips purchased the Treatment in or about June 2012. Phillips was familiar with Keratin-based hair treatments and saw ads for the Product which offered it as a good value compared to expensive salon Keratin-based treatments. Phillips was exposed to and familiar with Unilever's claims about the Treatment being a "smoothing" Product whose effects would last no longer than 30 days. She paid approximately \$15.00 for the Treatment, which she purchased at a Rite Aid drug store in Calhoun, Kentucky.

59. Phillips reviewed the Product instructions and so-called warnings and applied all three steps as instructed by Unilever's package inserts. Immediately upon application, the Product was burning her scalp. She finished the application and then rinsed it off and noticed red

patches on her scalp, visible immediately after she removed the Product. The redness went away after a short while, but Phillips' scalp remained tender for weeks following application of the Treatment. Phillips' hair also began to fall out and break, and she had it cut in a layered fashion in an attempt to hide the damage.

60. A few days after using the Treatment, Phillips contacted her hair dresser and began to take steps to remediate the damage caused by the Product. To date, she has spent hundreds of dollars on conditioners and special treatments to try to restore her hair, including incurring additional charges for haircuts at the salon, above and beyond those she would have normally had.

61. Plaintiffs purchased the Treatment because of Unilever's false representations about what the Product offered them, and because they were unaware that the Treatment was unsafe and would cause hair loss and scalp burns, among other effects.

62. Plaintiffs provided pre-suit notice to Defendants of their warranty claims and Defendants had actual notice of the alleged defect and harm caused by the Product.

CLASS ALLEGATIONS

63. Plaintiffs bring this action pursuant to Rule 23 of the Kentucky Rules of Civil Procedure on behalf of all Kentucky residents who purchased the Product for personal or household use at any time since the date in 2011 that the Product was first made available to consumers (the "Class"). Plaintiffs seek to recover on their behalf, and on behalf of all similarly situated Kentucky residents, the economic losses and damages they have and will sustain as a result of their purchases of the now-recalled Product, including but not limited to: (a) the cost of haircuts, conditioners and other products purchased to repair the damage to their hair; (b) the cost of any medical assessments or testing incurred as a result of their purchases of the Product; (c) other consequential and incidental damages; and (d) any other appropriate damages.

64. Plaintiffs are members of the Class they seek to represent. Excluded from the Class are: Defendants; any entities in which Defendants have a controlling interest; any of the Defendants' parents, subsidiaries, affiliates, officers, directors, employees and members of such

persons' immediate families; defense counsel in this case and his, her or their immediate family; and those who purchased the Treatment for resale.

65. Upon information and belief, the Defendants sold hundreds, if not thousands of Treatment kits to Kentucky residents. Plaintiffs and the members of the Class they seek to represent are so numerous that joinder of all members individually, in one action or otherwise, is impractical. The precise number of Class Members and their identities are unknown to Plaintiffs at this time but will be determined through discovery and other means. Class Members may be notified of the pendency of this action by mail and/or publication.

66. This action involves questions of law and fact common to Plaintiffs and all members of the Class, which include the following:

- (a) Whether the Treatment contains the defect alleged herein;
- (b) Whether Defendants failed to appropriately warn Class Members of the damage that could result from use of the Product;
- (c) Whether Defendants had actual or imputed knowledge of the defect but did not disclose it to Plaintiffs or the Class;
- (d) Whether Unilever promoted the Product with false and misleading statements of fact and material omissions;
- (e) Whether the alleged conduct constitutes violation of the laws or regulations asserted herein;
- (f) Whether Plaintiffs and Class Members sustained damages resulting from Defendants' conduct and, if so, the proper measure of damages or other relief.

67. These and other questions of law and/or fact are common to the Class and predominate over any questions affecting only individual Class Members.

68. The claims of the named Plaintiffs are typical of the claims of the proposed Class, and Plaintiffs will fairly and adequately protect the interests of the Class and have no interests adverse to, or which directly conflict with, the interests of the other members of the Class.

69. Plaintiffs have engaged the services of counsel who are experienced in complex class litigation, who will adequately prosecute this action, and who will assert and protect the rights of and otherwise represent Plaintiffs and the absent Class Members.

70. Plaintiffs' claims are typical of those of the absent Class Members in that Plaintiffs and the Class Members each purchased and used the Treatment and each sustained damages arising from Defendants' wrongful conduct, as alleged more fully herein.

71. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable for proposed Class Members to prosecute their claims individually.

72. Plaintiffs submit that there will be fewer difficulties in the fair, efficient and cost-effective management of this action or the common issues therein as a class action, and there will be benefits to and protections of the legitimate interests of the parties, the court and the public with the maintenance of this action as a class action than there would be under any other procedural alternative. Means exist to address any individual issues of injury and damages involved in fair and adequate compensation for the Class, after common issues relating to Defendants' Product, conduct, knowledge, duties and breach thereof have been adjudicated. Claims processes may also be employed to fashion and implement an expeditious remedy for the Class.

73. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I

(Breach Of Express Warranty – Against Unilever Only)

74. Plaintiffs incorporate the allegations contained in Paragraphs 1-73 of the Complaint by reference as if fully set forth herein.

75. Plaintiffs bring this claim individually and on behalf of the Class.

76. Plaintiffs and each member of the Class formed a contract with Unilever at the time Plaintiffs and the other Class Members purchased the Treatment. The terms of that contract

include the promises and affirmations of fact made by Unilever on the Treatment's packaging and through marketing and advertising, as described above. This marketing and advertising constitute express warranties and became part of the basis of the bargain, and are part of the standardized contract between Plaintiffs and the members of the Class and Unilever.

77. Unilever purports through its advertising and packaging to create express warranties that the Treatment was a hair "Smoothing" Product and not a chemical relaxer, that the effects of the Treatment would last no more than 30 days, and that it contained No Formaldehyde and was safe.

78. All conditions precedent to Unilever's liability under this contract were performed by Plaintiffs and the Class when they purchased the Product and used it as directed.

79. Unilever breached express warranties about the Treatment and its qualities because Unilever's statements about the Product were false and because the Product does not conform to Unilever's affirmations and promises described above. Plaintiffs and the Class would not have purchased the Product had they known the true nature of the Treatment and the mis-statements regarding what the Product was and what it contained.

80. As a result of Unilever's breach of warranty, Plaintiffs and the Class have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from the purchases, including the cost to repair their hair loss.

COUNT II

(Violation Of The Kentucky Consumer Protection Act – Against Unilever Only)

81. Plaintiffs incorporate the allegations contained in Paragraphs 1-80 of the Complaint by reference as if fully set forth herein.

82. Plaintiffs bring this claim individually and on behalf of the Class.

83. Plaintiffs and the Class Members are consumers entitled to the protections of the Consumer Protection Act, KRS 367.110, *et. seq.* (the "Act") and may recover damages pursuant to the provisions of the Act, both compensatory and punitive.

84. Unilever deceived Plaintiffs and members of the proposed Class in violation of the Act by promoting and/or allowing sales of the Treatment with the use of unfair, false, misleading or deceptive acts or practices in the conduct of the trade and/or commerce of selling the Treatment. Such pattern of conduct was uniform in nature with respect to the marketing and sale of the Product.

85. As detailed above, Unilever, through its advertisements and packaging, used unconscionable commercial practices, deception, fraud, false promises and misrepresentations in violation of the Act in connection with the marketing of the Treatment.

86. Unilever also knowingly concealed, suppressed and consciously omitted material facts from Plaintiffs and other members of the Class knowing that consumers would rely on the advertisements and packaging and Unilever's uniform representations to purchase the Product.

87. Plaintiffs did not become aware of any facts which would have called into question the false public perception of safety which Unilever had created, until and after the so-called "recall."

88. Until the present, Unilever knowingly accepted the benefits of its deception and improper conduct in the form of profits from the increased sale of the Product.

89. In addition, and upon information and belief, Unilever has continued to defraud consumers in Kentucky by soliciting and obtaining signatures from unrepresented consumers on form releases that are oppressive and unconscionable for, among other reasons, the following: (i) the releases fail to advise consumers anywhere on the release form, of the important legal consequences of releasing all claims related to their purchase and/or use of the Treatment; (ii) the releases require consumers to indemnify Unilever under conditions that are unfair and oppressive; (iii) the releases purport to waive claims for third party retailers, for no additional consideration and without explanation; and (iv) the releases purport to release personal injury claims without providing any additional consideration beyond providing reimbursement of economic losses actually sustained by consumers.

90. Upon information and belief, Unilever's representatives provided false and/or incomplete information to unrepresented consumers in order to obtain signed releases, including but not limited to representations that diminish the legal significance and consequences of the releases.

91. As a proximate result of the above-described Consumer Protection Act violations, Plaintiffs and other members of the Class: (a) purchased and used the Treatment when they would not otherwise have done so; (b) suffered economic losses consisting of the cost of purchasing the Treatment; (c) suffered and/or will suffer additional economic losses in repairing and restoring the damage caused by the Treatment; and (d) suffered and will suffer additional economic losses incidental to any visits to dermatologists or other medical specialists, including lost income and related expenses. As a direct and proximate result of Unilever's fraud in obtaining signatures on legal form releases without proper consideration and based upon the provision of false and incomplete information, Plaintiffs request that this Court set aside any and all releases signed by putative Kentucky Class Members, along with any other appropriate relief.

COUNT III

(Violation Of Magnuson-Moss Act (15 U.S.C. § 2301 et seq. – Against Unilever Only)

92. Plaintiffs incorporate the allegations contained in Paragraphs 1-91 of the Complaint by reference as if fully set forth herein.

93. Plaintiffs bring this claim individually and on behalf of the Class.

94. Plaintiffs and the Class are consumers as defined in 15 U.S.C. § 2301(3).

95. Unilever is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)(5).

96. The Treatment is a consumer product as defined in 15 U.S.C. § 2301(6).

97. By reason of Unilever's breach of warranties as set forth above, Unilever has violated the statutory rights due to the Plaintiffs and the Class pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., thereby damaging Plaintiffs and the Class.

COUNT IV

(Negligence And/Or Gross Negligence – Against Both Defendants)

98. Plaintiffs incorporate the allegations contained in Paragraphs 1-97 of the Complaint by reference as if fully set forth herein.

99. Plaintiffs bring this claim individually and on behalf of the Class.

100. Defendants owed Plaintiffs a duty to use due care in their development, testing, planning, design, marketing, sale and recall of the subject hair care Product offered for use by consumers.

101. Through their failure to exercise due care, Defendants breached this duty by producing, processing, manufacturing, distributing and/or offering for sale a Product in a defective condition that was unsafe for unsupervised use at home by consumers.

102. Additionally, Defendants breached their duty of care to Plaintiffs by failing to use sufficient quality control, perform adequate research or testing, proper manufacturing, production or processing, and failing to take sufficient measures to prevent the Product from being offered for sale in an unsafe and hazardous form.

103. Defendants further breached their duty of due care by failing to properly and adequately inform consumers once safety concerns, including hair loss and chemical burns, were brought to the Defendants' attention, and further breached their duty of care by failing to fully and appropriately recall the Product.

104. Defendants knew, or in the exercise of reasonable care should have known, that the Product presented an unacceptable risk to consumers, and would result in damages that were foreseeable and reasonably avoidable.

105. As a direct and proximate result of Defendants' above-referenced negligence and/or gross negligence, Plaintiffs and the Class have suffered and are entitled to recover damages, both compensatory and punitive.

COUNT V

(Strict Liability – Against Both Defendants)

106. Plaintiffs incorporate the allegations contained in Paragraphs 1-105 of the Complaint by reference as if fully set forth herein.

107. Plaintiffs bring this claim individually and on behalf of the Class.

108. Defendants are producers, manufacturers, marketers and/or distributors of the Product.

109. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective in design or formulation in that, when the Product left the hands of Defendants, the foreseeable risks of harm exceeded the benefits associated with the design or formulation.

110. Defendants' Product was expected to, and did, reach Plaintiffs without substantial change in condition.

111. Alternatively, the Product manufactured, designed, marketed and/or supplied by Defendants was defective in design or formulation in that, when it left the hands of Defendants, it was unreasonably dangerous, more dangerous than an ordinary consumer would expect without concomitant accurate information and warnings accompanying the Product.

112. Defendants researched, produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate warning, testing, study and/or reporting regarding the results of such efforts.

113. Defendants produced, manufactured, designed, marketed and/or distributed the Product that was defective due to inadequate post-market warning or instruction because, after Defendants knew or should have known of the risk of injury from the recalled Product, Defendants failed to immediately provide adequate warnings to Plaintiffs and the Kentucky public.

114. As the direct and legal result of the defective condition of the Product as produced, manufactured, designed, marketed and/or distributed by Defendants, and of the

negligence, carelessness, other wrongdoing and actions of Defendants described herein, Plaintiffs and the Class suffered damages.

COUNT VI

(Unjust Enrichment – Against Both Defendants)

115. Plaintiffs incorporate the allegations contained in Paragraphs 1-114 of the Complaint by reference as if fully set forth herein.

116. Plaintiffs bring this claim individually and on behalf of the Class.

117. Plaintiffs and Class Members conferred a benefit on Defendants by purchasing the Treatment.

118. Defendants have been unjustly enriched in retaining the revenues derived from Class Members' purchases of the Treatment, which retention of such revenues under these circumstances is unjust and inequitable because Defendants manufactured a defective Product, and Unilever misrepresented the nature of the Product, misrepresented its ingredients, and knowingly marketed and promoted a dangerous and defective Product, which caused injuries to Plaintiffs and the Class because they would not have purchased the Treatment based on the same representations if the true facts concerning the Product had been known.

119. Because Defendants' retention of the non-gratuitous benefit conferred on it by Plaintiffs and the Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiffs and the Class Members for their unjust enrichment, as ordered by the Court.

WHEREFORE, Plaintiffs, individually and on behalf of the Class of persons described herein, themselves and all others similarly situated, respectfully request the following relief:

- A. An Order certifying the Class as defined above;
- B. An Order designating Plaintiffs as representatives of the Class and their counsel as Class counsel;
- C. Judgment against the Defendant Unilever on Count I of the Complaint for Breach of Express Warranty, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

D. Judgment against the Defendant Unilever on Count II of the Complaint for Violation of the Kentucky Consumer Protection Act, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

E. Judgment against the Defendant Unilever on Count III of the Complaint for Violation of the Magnuson-Moss Act, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

F. Judgment against the Defendants, Unilever and LEK, on Count IV of the Complaint for Negligence And/Or Gross Negligence, for compensatory and punitive damages in separate amounts in excess of the minimum jurisdictional limits of this Court;

G. Judgment against the Defendants, Unilever and LEK, on Count V of the Complaint for Strict Liability, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

H. Judgment against the Defendants, Unilever and LEK, on Count VI of the Complaint for Unjust Enrichment, for compensatory damages in an amount in excess of the minimum jurisdictional limits of this Court;

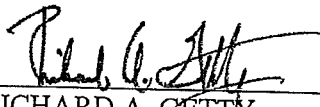
I. An award of restitution and other appropriate equitable relief;

J. A jury trial on all Counts of the Complaint so triable;

K. Reasonable attorney's fees and costs; and

L. Such other and further relief as the Court deems appropriate.

Respectfully submitted,



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COUNSEL FOR PLAINTIFFS

ragpld3573

EXHIBIT A

TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit: ... Page 1 of 2

Walmart
Save money. Live better.



TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit

Buy from Walmart

Shipping & Pickup

\$10.97

Not Available at this time

Also in stores

Not carried in your local Richmond store.

Find in another store

Show this number 0007940019562 to a Walmart associate to find this item in your store.

Product availability, styles, promotions and prices may vary between stores and online.

Item Description

Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon keratin treatments. This revolutionary system, formulated with keralock technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

Suave Professionals Keratin Infusion 30 Day Smoothing Kit:

- Smooths your style as well as a keratin treatment
- One application
- No formaldehyde
- Smoothing kit contains: smoothing cream, cuticle seal cream, heat defense leave-in conditioner, comb, gloves, instructions for use

Specifications

Top of Page

Model No.	19562
Shipping Weight (In pounds):	1.5
Product In Inches (L x W x H):	5.69 x 2.44 x 7.52
Walmart No.	550161452

Ingredients

Smoothing Cream: Water (Aqua), Ammonium Thioglycolate, Diammonium Dithiodiglycolate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Laureth-23, Ammonium Hydroxide, Fragrance (Parfum), Cetareth-20, Steareth-2, Trideceth-6, Tetrasodium Edta, Hydrolyzed Keratin. Cuticle Seal Cream: Water (Aqua), Cetearyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearamidopropyl Dimethylamine Hydrogenated Coconut Oil, Behetrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Amodimethicone, Disodium Edta, Potassium Chloride, Phosphoric Acid, Peg-7 Propylheptyl Ether, Cetrimonium Chloride, Hydrolyzed Keratin. Heat Defense Leave-In Conditioner: Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethiconol, Stearamidopropyl Dimethylamine, Glycerin, Fragrance (Parfum), Behetrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Petrolatum, Dimethylhydantoin, Hydrolyzed Keratin, Disodium Edta, Tea-Dodecylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylene Glycol, Iodopropynyl Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxide (CI 77491).

Directions

- How does it work? Step 1: Smoothing Cream with keratin loosens, smoothens, and detangles curls and waves. Step 2: Cuticle Seal Cream with Keralock Technology reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability. Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

Warnings

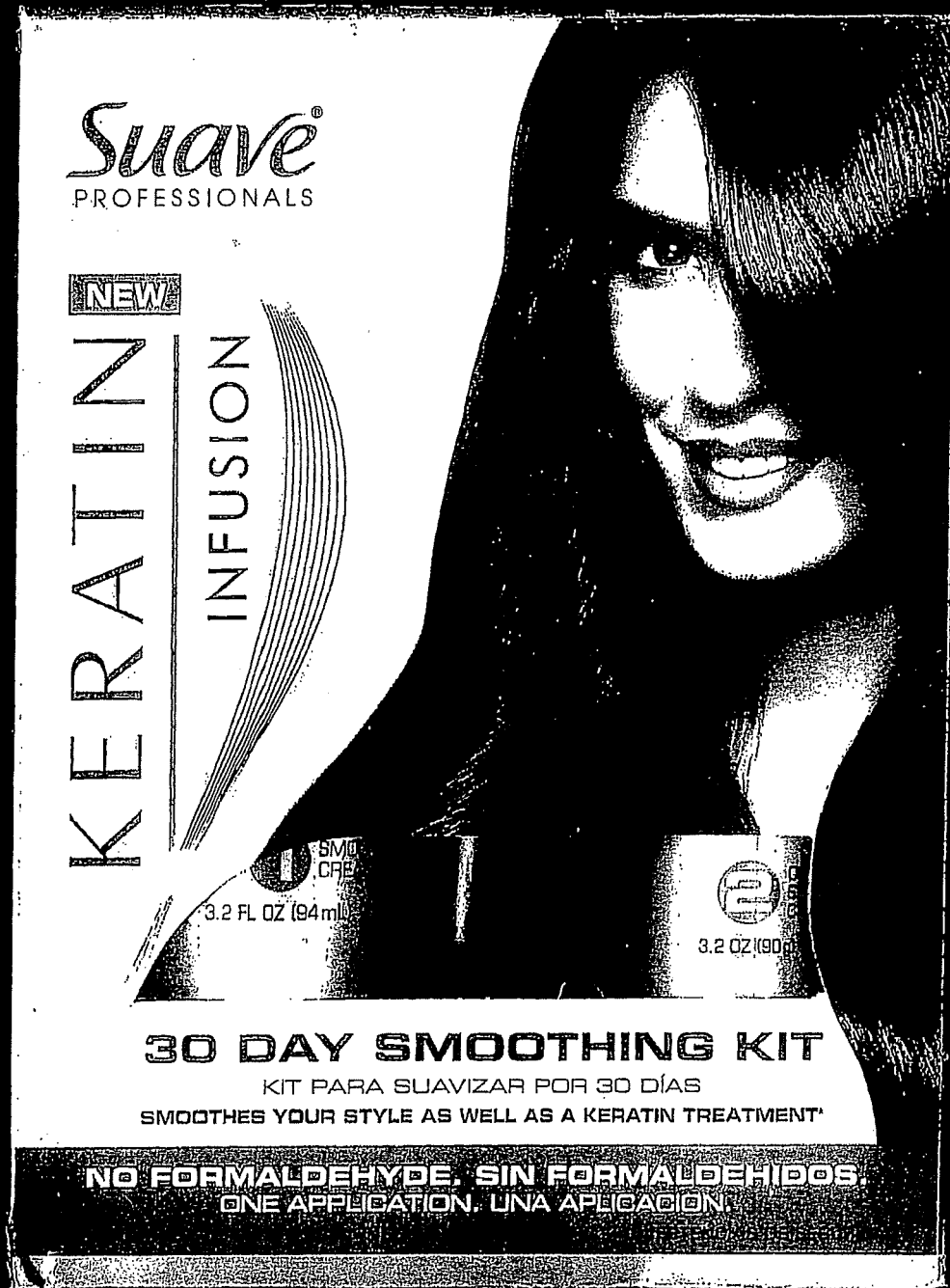
Top of Page

This product contains thioglycolates, do not use if you have previously reacted to products containing thioglycolates, which are often found in hair perming products. Do not use this smoothing treatment if your scalp is irritated, sore or damaged. Your hair is currently permed or chemically straightened with a perm type product, only a root touch up can be done. Your hair is highlighted or bleached. This treatment also must not be used with double processed or high lift color. This means any hair color substantially lighter than your natural color. If in doubt, ask your stylist or contact the hair color manufacturer. Use of this product on lightened hair (including highlights or high lift color processes) will result in hair breakage--regardless of how long ago the hair was treated. Your hair is treated with henna's or color restores (metallic dyes). You have chemically relaxed or straightened your hair with relaxers containing lye (sodium hydroxide) or hydroxides of lithium, potassium, or guanidine. Your hair is highly damaged, extremely dry,

TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit: ... Page 2 of 2

brittle, or breaking. Keep out of reach of children. May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or Poison Control Center immediately. Do not induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

EXHIBIT B



Suave
PROFESSIONALS

NEW

KERATIN
INFUSION

3.2 FL OZ (94 ml)

3.2 OZ (90 g)

30 DAY SMOOTHING KIT
KIT PARA SUAVIZAR POR 30 DÍAS
SMOOTHES YOUR STYLE AS WELL AS A KERATIN TREATMENT*

NO FORMALDEHYDE. SIN FORMALDEHIDOS.
ONE APPLICATION. UNA APLICACIÓN.

Suave
PROFESSIONALS

NEW Suave Professionals®
KERATIN INFUSION
30 Day Smoothing Kit
NO FORMALDEHYDE



KERATIN INFUSION 30 Day Smoothing Kit is a simple, at-home alternative to expensive salon Keratin Treatments. The new revolutionary system by Suave Professionals®, formulated with **KERALOCK™ TECHNOLOGY**, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up to 30 days.

El kit **KERATIN INFUSION** para suavizar el cabello por 30 días es una opción simple y casera en lugar de los costosos tratamientos de queratina de los salones. El nuevo sistema revolucionario de Suave Professionals®, formulado con la **TECNOLOGIA KERALOCK™**, impregna el cabello de queratina y lo deja suave, brillante y manejable hasta por 30 días.

Step 1: Smoothing Cream with keratin loosens, smoothens, and detangles curls and waves.

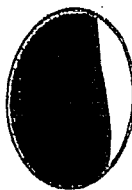
Step 2: Cuticle Seal Cream with **KERALOCK™ TECHNOLOGY** reforms keratin bonds inside the hair fiber and eliminates frizz for long lasting smoothness and manageability.

Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

Before



After



30 Days After



Appropriate for curly, wavy, frizzy hair. Results may vary depending on hair type. Hair will begin to return to its normal texture and shape over time but will continue to be smoother up to 30 days.



This product can be used on hair that has been previously treated with permanent hair color, which are often found in hair dye.

DO NOT USE IF:

- You have a scalp injury, irritation, or infection.
- You have a current or previous allergic reaction to hair color. If you have a history of allergic reactions, you must not use this product. If you have a history of allergic reactions, you must not use this product. If you have a history of allergic reactions, you must not use this product.
- You have a scalp injury, irritation, or infection.
- You have a current or previous allergic reaction to hair color. If you have a history of allergic reactions, you must not use this product. If you have a history of allergic reactions, you must not use this product.

• You have been treated with henna or metallic dyes. If you have been treated with henna or metallic dyes, you must not use this product. If you have been treated with henna or metallic dyes, you must not use this product.

• Your hair is highly damaged, extremely dry, brittle, or breaking.

Leer esto antes de comprar el producto. Este producto contiene ácido bórico. No lo utilice si ha tenido anteriormente una reacción a los productos que contienen ácido bórico. En ese caso, los que se encuentran comúnmente en los productos para el peinado del cabello.

NO UTILIZAR SI:

- Su cuero cabelludo está irritado, alérgico o inflamado.
- Su cabello tiene una permanente o está alado químicamente con un producto similar a los utilizados para permanente. Utilice solamente para retocer las raíces.
- Su cabello tiene rayado o está decolorado. Este tratamiento no debe utilizarse con la tintura que requiere un doble proceso o una decoloración. Es decir cualquier tipo de cabello considerablemente más claro que su tono natural, o algunos tonos de colorado (incluso si son más oscuros que su tono natural). Si desea cubrir, consulte con un estilista o con un químico con el fabricante de la tintura para el cabello. La aplicación de este producto en cabello colorado (incluidos rayados y procesos de decoloración) causará daño al cabello. Independientemente de cuánto lo lave. Usted trata su cabello con henna o restauradores de color (tinturas metálicas).

- Su cabello ha sido alado con acondicionadores que contienen lejía (hidróxido de sodio) o hidróxido de litio, potasio o guanidina.
- Su cabello está muy dañado, es muy seco o quebradizo.

CAUTION: Keep Out Of Reach Of Children. May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or poison control center immediately. Do not induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

PRECAUCIÓN: Mantener fuera del alcance de los niños. Puede ser nocivo si se ingiere. Si se ingiere por accidente, beber varias vasos de agua para diluir el producto. Llamar inmediatamente a un médico o al centro de toxicología. No inducir el vómito. Evitar el contacto con los ojos o la piel. Si entra en contacto con los ojos o la piel, enjuagar inmediatamente el área afectada con abundante agua fría durante por lo menos 15 minutos. Si la irritación persiste, consultar a un médico.

DISCLAIMERS

* When tested in salon. Bio Ionic® Keratin Smooth® Keratin Treatment. Bio Ionic® and Keratin Smooth® are registered trademarks of Eumecia Concepts, Inc. (in Los Angeles, CA)

**Va. current Board Professional Shampoo

Questions or Comments:

Visit www.bioionic.com or call 1-800-782-8301.

KERATIN INFUSION

ENCLOSURE KIT CONTAINS

- Smoothing Cream
- Cuticle Seal Cream
- Heat Defense Leave-In Conditioner
- Comb
- Gloves
- Instructions for use



Maintain your silky smooth hair with lower** sulfate Keratin Infusion Shampoos and Conditioners. To enhance smoothness also try Keratin Infusion Smooth & Shine Serum.

SMOOTHING CREAM

Ingredients/Ingredientes:

Water (Aqua), Ammonium Thioglycolate, Diammonium Dihydroxyacetate, Cetyl Alcohol, Sodium Polyacrylate, C12-15 Alkyl Benzoate, Stearyl Alcohol, Hydrogenated Polydecene, Lauralk-23, Ammonium Hydroxide, Fragrance (Parfum), Ceteareth-20, Steareth-2, Trideceth-8, Tetrasodium EDTA, Hydrolyzed Keratin.

CUTICLE SEAL CREAM

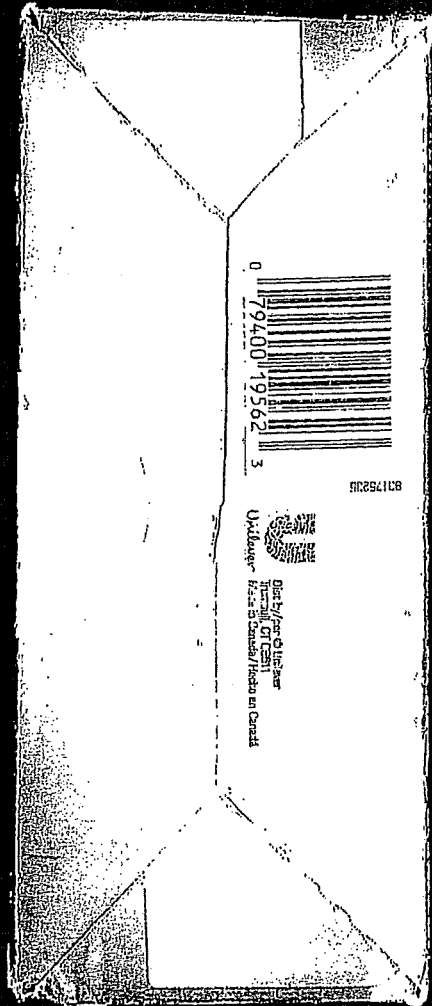
Ingredients/Ingredientes:

Water (Aqua), Cetearyl Alcohol, Dimethicone, Hydrogen Peroxide, Stearamidopropyl Dimethylamine, Hydrogenated Coconut Oil, Behentrimonium Chloride, Fragrance (Parfum), Mineral Oil, Lactic Acid, Dipropylene Glycol, Amodimethicone, Disodium EDTA, Potassium Chloride, Phosphoric Acid, PEG-7 Propylheptyl Ether, Cetealmonium Chloride, Hydrolyzed Keratin.

HEAT DEFENSE LEAVE-IN CONDITIONER

Ingredients/Ingredientes:

Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethicone, Stearamidopropyl Dimethylamine, Glycerin, Fragrance (Parfum), Behentrimonium Chloride, Dipropylene Glycol, Mineral Oil, Lactic Acid, Potassium Chloride, Petrolatum, DMDM Hydantoin, Hydrolyzed Keratin, Disodium EDTA, TEA-Dodecylbenzenesulfonate, Prunus Amygdalus Dulcis (Sweet Almond) Oil, Hydrogenated Coconut Oil, Butylene Glycol, Isododecyl, Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77081), Iron Oxides (CI 77491).



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KERATIN INFUSION

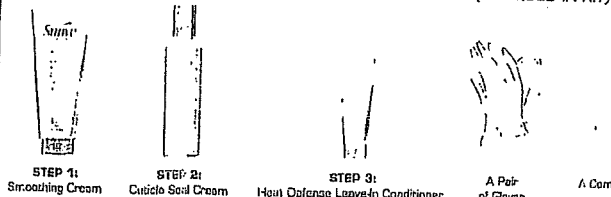
30 DAY SMOOTHING

INSTRUCTIONS FOR USE

What to expect after using Suave Professionals® Keratin Infusion 30 Day Smoothing Kit?

1. Results may vary depending on your hair type.
2. Your hair will begin to return to its original shape and texture over time - but it will continue to be smoother and easier to style for up to 30 days!

KIT CONTENTS REQUIRED ITEMS (PROVIDED IN KIT)



REQUIRED ITEMS (NOT PROVIDED)

- A Clock or Timer
- A Towel or Old T-shirt to Your Shoulders
- Blow Dryer
- Petroleum Jelly

READ INSTRUCTIONS COMPLETELY BEFORE BEGINNING.

DO NOT USE THIS SMOOTHING TREATMENT IF:

- You suspect or know you are allergic to thioglycolic acid (commonly used in hair perming products).
- You have previously had a reaction to thioglycolic acid or sensitivity to a perm or other chemical product.
- Your hair has been colored in the past week - wait at least one week after coloring to use.
- Your hair is highlighted or bleached. The product should also not be used with double processed or high lift color. This means any hair color substantially lighter than your natural shade, or certain red shades (even if darker than your natural color). If in doubt, ask your stylist or contact the hair color manufacturer. Use of this product on lightened hair (including highlights or high lift color processes) will result in hair breakage - regardless of how long ago the hair was treated.
- Your hair is treated with henna or color restorers (on the same day).
- You have chemically relaxed or straightened your hair with sodium hydroxide, calcium hydroxide (limon hydroxide) or hydroxide of lithium, or guanidine.
- Your hair has been permed or chemically straightened with a hot iron within the past 12 weeks - after which treatment should only be performed as a root touch up.
- Your hair is highly damaged, broken, or breaking.

OTHER IMPORTANT THINGS TO KNOW

- Use in a well ventilated area.
- Avoid contact with eyes - if this happens, flush thoroughly with water for 15 minutes. Seek medical attention if discomfort persists.
- Use only plastic clips/combs. Remove rings and other jewelry - avoid product contact with metal.
- Please wear protective gloves (included) when using this product. Discard any unused product and wash hands after use.
- To avoid irritation, do not apply directly to scalp or skin. Use petroleum jelly to protect the forehead, ears and neck. Product which accidentally contacts the skin must be rinsed off or removed using a damp towel.
- This product may discolor clothing and other fabrics.
- If your hair is colored: Since this product may lighten hair color, we suggest that this product be used 1 to 2 weeks before coloring.

CAUTION:

Keep Out Of Reach Of Children.

May be harmful if swallowed. If ingested accidentally, drink several glasses of water to dilute the material. Contact a physician or poison control center immediately. DO NOT induce vomiting. Avoid getting in eyes or on skin. If contact with the eyes or skin occurs, immediately flush area with large amounts of cool water for at least 15 minutes. If irritation persists, consult a physician.

Immediately before treatment, shampoo hair as usual. Lightly condition. Towel dry well (hair should be just damp). Comb and detangle hair. Apply a light film of petroleum jelly around hairline, ears, and nape of neck. Drape a towel on your shoulders. Wear gloves provided in the kit.

APPLICATION: Do not spend more than 10 minutes applying the product. Use in a well ventilated area - an odor is expected.

1. Beginning where the texture is the coarsest (usually at the nape of the neck), evenly apply a generous amount of the Smoothing Cream (Step 1). Most people will require all of the contents of the tube. People with short hair may need less.

2. Apply from root to tip, smoothing and gently combing the hair straight as you work (Do NOT massage into scalp).

TIP: Even and thorough application is the key to good results! To aid application, you can divide hair into sections. Saturate each section with product. Missing sections of hair will leave those sections un-smoothed.

PROCESSING:

1. NOW - Set timer for the time shown below for your hair type. Never exceed the time specified for your hair type.

Fine/sparse/light waves		Light waves to tight curls		Tight, coarse curls	
Colored	Not colored	Colored	Not colored	Colored	Not colored
15 minutes	20 minutes	20 minutes	20 minutes	20 minutes	25 minutes

2. Comb and smooth every few minutes during processing, keeping hair straight.
- TIP:** To maintain body at the crown, comb up and back (away from face). Smooth any product picked up on comb back onto hair. More product can be added as needed to keep hair fully coated during processing.
3. At the end of your specified time, RINSE hair thoroughly with warm water; still keeping hair straight. Rinse for a minimum of 5 minutes, or until all product is removed (DO NOT SHAMPOO). Rinse comb. Discard tube.

1. Lightly towel dry hair to remove moisture from hair (DO NOT RUB OR COMB)
2. Apply Cuticle Seal Cream (Step 2) throughout the hair using all or most of the contents of the bottle.
3. Leave in hair for 7 minutes irrespective of hair types. Gently comb 2-3 times while you wait, keeping hair straight.
4. Rinse hair thoroughly with warm water for 4 to 5 minutes or until all product is removed (DO NOT SHAMPOO). Rinse comb. Discard bottle.

To complete the process, apply a dime sized amount of the Heat Defense Leave-In Conditioner (provided in kit), and blow dry your hair into a smooth straight style. Flat iron if desired.

TIP: You do not have to use all the product in the tube. Save for use later. Suave Professionals® Keratin Infusion Heat Defense Leave-In is also sold separately for continued use.

NOTE:

- DO NOT USE SHAMPOO FOR 48 HOURS after treatment.
- Throw away the Step 1 and 2 product. They are only meant for one application.
- Do not color or highlight hair for 1 week after this treatment.
- Do not use within 3 months. You can touch up your style every 3 months.
- View touch up instructions on www.suave.com/keratininfusion
- Extend the life of your smoothing treatment by washing less often.
- Use Keratin Infusion Dry Shampoo to refresh between washes.
- Maintain the benefits with Keratin Infusion Lower* Sulfate Shampoos and Conditioners.

* vs. current Suave® Professionals shampoos



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QUESTIONS & COMMENTS?
CALL 1-800-782-8301
83175239



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KERATIN INFUSION

MODO DE EMPLEO

¿Qué puede suceder después de usar el kit Suave Professionals® Keratin Infusion para suavizar el cabello por 30 días?

1. Los resultados pueden variar dependiendo de su tipo de cabello.
2. Con el tiempo, su cabello comenzará a regresar a su forma y textura original; sin embargo, seguirá estando más suave y será fácil de peinar hasta por 30 días.

LEER LAS INSTRUCCIONES COMPLETAS ANTES DE COMENZAR.

NO UTILICE ESTE TRATAMIENTO PARA SUAVIZAR EL CABELLO SI:

- Usted cree o cree ser alérgico al ácido hialónico (se encuentra comúnmente en los productos para el cuidado del cabello).
- Ha tenido anteriormente una reacción alérgica a la sensibilidad a un producto para el tratamiento de cabello.
- Usted ha tenido el cabello en la última semana o dos, después por lo menos una semana, de la aplicación de coloración para usar el producto.
- Su cabello tiene raíces o está decolorado. Este tratamiento no debe usarse con la técnica de un doble proceso o una decoloración, ya que puede causar daño al cabello causado al momento en el que se está tratando, o, algunas veces, de colorido por todo el cabello, o, a veces, que no se materializa. Si tiene dudas, consulte con un estilista o comunicarse con el fabricante de la tintura para el cabello. La utilización de este producto en cabello aclarado (incluidos rubios y procesos de decoloración) causará daño al cabello, independientemente de cuánto tiempo.
- Ha usado su cabello con los productos para el cuidado del cabello (incluyendo champú, acondicionador, etc.).
- Su cabello ha sido tratado con el uso de productos que contienen lejía (incluyendo champú, acondicionador, etc.).
- Le ha hecho una permanente o un bigote alado al cabello. El químico usado con un producto similar en los últimos 12 meses, después de los cuales el tratamiento puede utilizarse solamente para retocar las raíces (ver instrucciones).
- Su cabello está muy dañado, es muy seco o quebradizo.

MÁS INFORMACIÓN IMPORTANTE

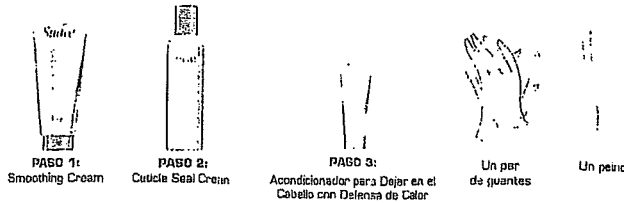
- Usar en un área bien ventilada.
- Evitar el contacto con los ojos. Si el producto entra en contacto con los ojos, enjuague bien con abundante agua durante 15 minutos. Buscar atención médica si la molestia persiste.
- Utilizar solamente clips y cepillos plásticos. Quitar los anillos y demás alfileres. Evitar que el producto entre en contacto con el metal.
- Utilizar guantes protectores (incluido el uso de este producto). Después de su uso, lavar bien el producto residual y lavarse las manos.
- Para evitar la irritación, no aplicar directamente sobre el cuero cabelludo ni la piel. Proteja la frente, las orejas y el cuello con vaselina. Si el producto entra en contacto con la piel, enjuague o quite con una toalla húmeda.
- Este producto puede decolorar la ropa y demás cosas.
- Si su cabello está teñido: Ya que este producto puede reducir el color, sugerimos utilizar este producto 1-2 semanas antes de la tinte.

PRECAUCIÓN:

Manténgalo fuera del alcance de los niños. Puede ser nocivo si se ingiere. Si se ingiere por accidente, beba varios vasos de agua para diluir el material. Contacte inmediatamente a un médico o al centro de toxicología. No induzca el vómito. Evite el contacto con los ojos o la piel. En caso de contacto con los ojos o la piel, limpie inmediatamente el área con abundante agua fría durante al menos 15 minutos. Si la irritación persiste, consulte a un médico.

EL CONTENIDO DEL JUEGO

ARTÍCULOS Y CÉSARIS (PROPORCIONADO EN EL JUEGO)



ELEMENTOS NECESARIOS (NO INCLUIDOS EN EL KIT)

- Un reloj o temporizador
- Una toalla o camiseta vieja para cubrir los hombros
- Secador de pelo
- Vaselina

Inmediatamente antes del tratamiento, lívese el cabello con shampoo como de costumbre. Use un poco de acondicionador. Séquelo bien con toalla. (El cabello debe estar un poco húmedo). Peine y desenrede el cabello. Aplique una capa fina de vaselina alrededor del nacimiento del cabello, las orejas y la nuca. Coloque una toalla sobre sus hombros. Use los guantes del kit.

APLICACIÓN: No pase más de 10 minutos aplicando el producto. Úsalo en un área bien ventilada; es normal que despegue el olor.

1. Empezando donde la textura es más áspera (por lo general en la nuca), aplique uniformemente una cantidad generosa de Crema Lijadora (Paso 1). La mayoría de las personas necesitarán todo el tubo. Es posible que algunas personas con cabello corto necesiten menos.
2. Aplique de la raíz a la punta, alisando y peinando con cuidado de manera recta. (NO masajee el cuero cabelludo).

CONSEJO PRÁCTICO: Una aplicación uniforme y completa es clave para obtener buenos resultados. Para facilitar la aplicación, puede dividir el cabello en secciones. Sacuda cada sección con el producto. Las secciones de cabello no tratadas quedarán sin suavizar.

TRATAMIENTO:

1. AHORA - ajuste el temporizador con el tiempo que se muestra a continuación para su tipo de cabello. Nunca exceda el tiempo especificado para su tipo de cabello.

Fino/levemente ondulado		Ligeramente ondulado a muy rizado		Muy rizado y áspero	
Teñido	Sin teñir	Teñido	Sin teñir	Teñido	Sin teñir
15 minutos	20 minutos	20 minutos	20 minutos	20 minutos	25 minutos

2. Durante el tratamiento, peine y alise el cabello a menudo para mantenerlo liso.

CONSEJO PRÁCTICO: Para mantener el volumen en la parte superior de la cabeza, peine hacia arriba y hacia atrás (lejos de la cara). Unte el producto recogido por el peine de nuevo en la cabeza. Según sea necesario, se puede agregar más producto para mantener el cabello totalmente cubierto durante el tratamiento.

3. Al final del periodo de tiempo determinado, ENJUAGUE bien el cabello con agua tibia, manteniendo el cabello liso. Enjuague por un mínimo de 5 minutos o hasta retirar todo el producto. NO USE SHAMPOO. Enjuague el peine. Deseche el tubo.

1. Seque ligeramente el cabello con una toalla para eliminar la humedad. (NO FROTE NI PEINE).
2. Aplique la Crema para Sellar la Cutícula (Paso 2) en todo el cabello usando todo o la mayoría del bote.
3. Déjelo en el cabello durante 7 minutos, independientemente del tipo de cabello. Suavemente peine 2 o 3 veces mientras espera, manteniéndolo liso.
4. Enjuague bien con agua tibia por 4 o 5 minutos o hasta retirar todo el producto. (NO USE SHAMPOO). Enjuague el peine. Deseche el bote.

Para terminar el proceso, aplique una cantidad del tamaño de una moneda de diez centavos de Acondicionador para Dejar en el Cabello con Defensa de Calor (incluido en el kit) y seque su cabello con secador para que quede lacio y suave. Use plancha de pelo si lo desea.

CONSEJO PRÁCTICO: Usted no tiene que utilizar todo el producto del tubo. Guarde el sobrante para después. El producto Suave Professionals® Keratin Infusion Heat Defense Leave-In también se vende por separado para uso continuo.

NOTA:

- Deseche los productos del Paso 1 y 2. Solo sirven para una aplicación.
- No use el shampoo durante 48 horas después del tratamiento.
- No se tinte el cabello ni se haga rayos por una semana después de este tratamiento.
- Vuelvo a usar después de 3 meses. Puede retocar su cabello cada 3 meses.
- Vea las instrucciones para retocar en www.suave.com/keratininfusion
- Alargue la vida de su tratamiento lavándose el cabello con menos frecuencia.
- Para refrescar su cabello entre lavadas, utilice Keratin Infusion Dry Shampoo.

* comparado con los shampoos Suave® Profesionales actuales



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¿PREGUNTAS O COMENTARIOS?
CALL 1-800-702-4301

EXHIBIT C

The Code and our Standard of Conduct

Code of Business Principles (1 of 2)

Standard of Conduct

We conduct our operations with honesty, integrity and openness, and with respect for the human rights and interests of our employees.

We shall similarly respect the legitimate interests of those with whom we have relationships.

Obeying the Law

Unilever companies and employees are required to comply with the laws and regulations of the countries in which we operate.

Employees

Unilever is committed to diversity in a working environment where there is mutual trust and respect and where everyone feels responsible for the performance and reputation of our company.

We will recruit, employ and promote employees on the sole basis of the qualifications and abilities needed for the work to be performed.

We are committed to safe and healthy working conditions for all employees. We will not use any form of forced, compulsory or child labour.

We are committed to working with employees to develop and enhance each individual's skills and capabilities.

We respect the dignity of the individual and the right of employees to freedom of association.

We will maintain good communications with employees through company based information and consultation procedures.

Consumers

Unilever is committed to providing branded products and services which consistently offer value in terms of price and quality, and which are safe for their intended use. Products and services will be accurately and properly labelled, advertised and communicated.

Shareholders

Unilever will conduct its operations in accordance with internationally accepted principles of good corporate governance. We will provide timely, regular and reliable information on our activities, structure, financial situation and performance to all shareholders.

Business Partners

Unilever is committed to establishing mutually beneficial relations with our suppliers, customers and business partners. In our business dealings we expect our partners to adhere to business principles consistent with our own.

Community Involvement

Unilever strives to be a trusted corporate citizen and, as an integral part of society, to fulfil our responsibilities to the societies and communities in which we operate.

Public Activities

Unilever companies are encouraged to promote and defend their legitimate business interests.

Unilever will co-operate with governments and other organisations, both directly and through bodies such as trade associations, in the development of proposed legislation and other regulations which may affect legitimate business interests.

Unilever neither supports political parties nor contributes to the funds of groups whose activities are calculated to promote party interests.

The Environment

Unilever is committed to making continuous improvements in the management of our environmental impact and to the longer-term goal of developing a sustainable business.

Unilever will work in partnership with others to promote environmental care, increase understanding of environmental issues and disseminate good practice.



The Code and our Standard of Conduct

Code of Business Principles (2 of 2)

Innovation

In our scientific innovation to meet consumer needs we will respect the concerns of our consumers and of society.

We will work on the basis of sound science, applying rigorous standards of product safety.

Competition

Unilever believes in vigorous yet fair competition and supports the development of appropriate competition laws. Unilever companies and employees will conduct their operations in accordance with the principles of fair competition and all applicable regulations.

Business Integrity

Unilever does not give or receive, whether directly or indirectly, bribes or other improper advantages for business or financial gain. No employee may offer, give or receive any gift or payment which is, or may be construed as being, a bribe. Any demand for, or offer of, a bribe must be rejected immediately and reported to management.

Unilever accounting records and supporting documents must accurately describe and reflect the nature of the underlying transactions. No undisclosed or unrecorded account, fund or asset will be established or maintained.

Conflicts of Interests

All Unilever employees are expected to avoid personal activities and financial interests which could conflict with their responsibilities to the company.

Unilever employees must not seek gain for themselves or others through misuse of their positions.

Compliance – Monitoring – Reporting

Compliance with these principles is an essential element in our business success. The Unilever Board is responsible for ensuring these principles are applied throughout Unilever. The Chief Executive Officer is responsible for implementing these principles and is supported in this by the Corporate Code Committee chaired by the Chief Legal Officer. Members of the Committee are the Group Secretary, the Chief Auditor, the SVP HR and the SVP Communications. The Global Code Officer is Secretary to the Committee. The Committee presents quarterly updates to the Corporate Responsibility and Reputation and the Audit Committee, half-yearly reports to the Unilever Executive and an annual report to the Board. Day-to-day responsibility is delegated to all senior management of the regions, categories, functions, and operating companies. They are responsible for

implementing these principles, if necessary through more detailed guidance tailored to local needs, and are supported in this by Regional Code Committees comprising the Regional General Counsel together with representatives from all relevant functions and categories.

Assurance of compliance is given and monitored each year. Compliance with the Code is subject to review by the Board supported by the Corporate Responsibility and Reputation Committee and for financial and accounting issues the Audit Committee.

Any breaches of the Code must be reported in accordance with the procedures specified by the Chief Legal Officer. The Board of Unilever will not criticise management for any loss of business resulting from adherence to these principles and other mandatory policies and instructions. The Board of Unilever expects employees to bring to their attention, or to that of senior management, any breach or suspected breach of these principles.

Provision has been made for employees to be able to report in confidence and no employee will suffer as a consequence of doing so.

Note

In this Code the expressions 'Unilever' and 'Unilever companies' are used for convenience and mean the Unilever Group of companies comprising Unilever N.V., Unilever PLC and their respective subsidiary companies. The Board of Unilever means the Directors of Unilever N.V. and Unilever PLC.



EXHIBIT D



INVESTOR CENTRE MEDIA CENTRE CAREERS

UNILEVER GLOBAL | CHANGE LOCATION

ABOUT US

BRANDS IN ACTION

SUSTAINABLE LIVING

INNOVATION

Search

SUSTAINABLE
LIVINGRESPONDING TO
STAKEHOLDER
CONCERNS

PRODUCT SAFETY

ADVERTISING &
MARKETINGHUMAN RIGHTS &
LABOUR RIGHTSDEVELOPING
ALTERNATIVE
APPROACHES TO
ANIMAL TESTINGFARM ANIMAL
WELFAREGENETICALLY
MODIFIED CROPS

KODAIKANAL, INDIA

MICROPLASTICS

PRODUCT SAFETY

Consumers trust us to provide them and their families with products that are safe. Product safety is always considered at the design stage of a new product or process.

SAFETY COMES FIRST

Our Code of Business Principles sets out our commitment to provide branded products and services which are safe for their intended use and to innovate on the basis of sound science, applying rigorous standards of product safety. The safe and sustainable design of our products and manufacturing processes is core to our approach to responsible innovation.

We have a long-established Safety & Environmental Assurance Centre (SEAC) which assures the safety and environmental sustainability of our products, and the processes used to manufacture them. See Consumer safety for more.

Sometimes a product that does not meet our high safety and quality standards is accidentally released into the market. Such a product might, for example, have a quality defect, or a contamination of the raw materials or a mislabelling of ingredients. If this happens, protecting consumers' safety is our number one priority. If necessary, we will recall such products.

During 2011 we had four public recalls (compared with five in 2010). The continued reduction of incidents was partly due to our renewed focus on quality as an integral part of our business agenda. We have been putting programmes in place to improve the rigour of our processes - from sourcing and manufacturing to customer and consumer satisfaction with our brands.

Some consumers are concerned about the presence of particular chemicals in our products. We continue to work in partnership with research organisations, industry partners, NGOs and regulators to strengthen consumer confidence in our products, and with them we try to find alternative ingredients, where appropriate.

READ MORE

Code of Business Principles

Safety & environment

What's in our products

Unilever global company website

Sustainable living

Responding to stakeholder concerns

Product safety

USEFUL LINKS

[Contact us](#)
[AGM & voting](#)
[Press releases](#)
[Share price](#)
[What's in our products?](#)

DOWNLOADS

[Unilever Sustainable Living Plan Progress Report 2011 - 4.2MB](#) EN
[Annual Report & Accounts 2011 - 5.0MB](#) EN
[Form 20-F 2011 - 907KB](#) EN
[Unilever Quarterly Dividends Background Information - 26KB](#)
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UNILEVER ON FACEBOOK

Unilever on Facebook is about inspiring people to take small, everyday actions that add up to a big difference.

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ABOUT US

INTRODUCTION TO
UNILEVER

UNILEVER FACTS

OUR VISION

OUR LOGO

OUR SUPPLIERS

INTRODUCTION TO UNILEVER

On any given day, two billion people use Unilever products to look good, feel good and get more out of life.

LIFE PARTNERS

With more than 400 brands focused on health and wellbeing, no company touches so many people's lives in so many different ways.



Our portfolio ranges from nutritionally balanced foods to indulgent ice creams, affordable soaps, luxurious shampoos and everyday household care products. We produce world-leading brands including Lipton, Knorr, Dove, Axe, Hellmann's and Omo, alongside trusted local names such as Blue Band, Pureit and Suave.

RESPONSIBLE BUSINESS

Since Unilever was established in the 1890s, brands with a social mission have been at the core of our business, and now corporate responsibility underpins our strategy.

In 2010 we launched the Unilever Sustainable Living Plan – a set of targets designed to help us deliver our objective of growing our business while minimising our impact on the environment.

To embed sustainability into every stage of the life cycle of our products, we're working with our suppliers to support responsible approaches to agriculture. We're also learning from NGOs and other organisations, recognising that building a truly sustainable business is not something we can do without expert advice.

We believe that as a business we have a responsibility to our consumers and to the communities in which we have a presence. Around the world we invest in local economies and develop people's skills inside and outside of Unilever. And through our business and brands, we run a range of programmes to promote hygiene, nutrition, empowerment and environmental awareness.

IMPACT & INNOVATION

We realise innovation is key to our progress, and through cutting-edge science we're constantly enhancing our brands, improving their nutritional properties, taste, fragrance, or functionality.

We invest nearly €1 billion every year in research and development, and have established laboratories around the world where our scientists explore new thinking and techniques, applying their expertise to our products.

Consumer research plays a vital role in this process. Our unrivalled global reach allows us to get closer to consumers in local markets, ensuring we understand their diverse needs and priorities.

ABOUT OUR BRANDS

From long-established names like Lifebuoy, Sunlight and Pond's to new innovations such as the Pureit affordable water purifier, our range of brands is as diverse as our worldwide consumer base.

Unilever has more than 400 brands, 12 of which generate sales in excess of €1 billion a year.

Many of these brands have long-standing, strong social missions, including Lifebuoy's drive to promote hygiene through handwashing with soap, and Dove's campaign for real beauty.

We've also won a wealth of advertising industry honours at the prestigious Cannes Advertising Awards, including being named 2010's Advertiser of the Year.

Find out more about Unilever.

RELATED LINKS

Read the Unilever Sustainable Living Plan

DOWNLOADS

Introduction to Unilever presentation (6.8MB)
View our Introduction to Unilever presentation

VIEW OUR BRANDS

View our global brands

OUR LOGO

The story of our logo
Each icon within our logo represents an aspect of our business and our commitment to helping people get more out of life.

[Unilever global company website](#)

[About us](#)

[Introduction to Unilever](#)

USEFUL LINKS

[Contact us](#)
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CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial conference of the United States in September 174, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTION SON THE REVERSE OF THE FORM.)

I(a) PLAINTIFFS **TERRI NAISER & JONNIE PHILLIPS, on**
Behalf of Themselves & All Others Similarly
Situated

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF **Kentucky**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE (NUMBER))
Richard A. Getty and Danielle H. Brown
The Getty Law Group, PLLC
1900 Lexington Financial Center
250 West Main Street
Lexington, KY 40507 (859) 259-1900

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX)

- ☐ 1 U.S. Government Plaintiff ☐ Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☒ Diversity (indicate Citizenship of Parties in Item III)

IV. ORIGIN

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (Specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgement

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT

- ☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgement
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment Of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contact
☐ 195 Contract Product Liability

REAL PROPERTY

- ☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS

PERSONAL INJURY

- ☐ 310 Airline
☐ 315 Airline Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury

CIVIL RIGHTS

- ☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/Accommodations
☐ 444 Welfare
☐ 440 Other Civil Rights

PERSONAL INJURY

- ☐ 362 Personal Injury-Med Malpractice
☒ 365 Personal Injury - Product Liability
☐ 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

PRISONER PETITIONS

- ☐ 510 Motions to Vacate Sentence Habeas Corpus:
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Other

DEFENDANTS **UNILEVER UNITED STATES, INC., LEK INC.,**
and CONOPCO, INC. d/b/a UNILEVER HOME
& PERSONAL CARE USA

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT **Delaware**

(EXCEPT IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE RACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)
Charles M. Pritchett and Christopher Johnson
Frost Brown Todd LLC
400 W. Market Street, 32nd Floor
Louisville, KY 40202
(502) 589-5400

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place Of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

(PLACE AN X IN ONE BOX ONLY)

FORFEITURE/ PENALTY

- ☐ 610 Agriculture
☐ 620 Other Food &
☐ 625 Drug Related Property 21 USC
☐ 630 Liquor Laws
☐ 640 R.R. & Truck
☐ 650 Airline Regs
☐ 660 Occupational Safety/Health
☐ 690 Other
LABOR
☐ 710 Fair Labor Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt. Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 779 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY

- ☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157
PROPERTY RIGHTS
☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark
SOCIAL SECURITY
☐ 690 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XV!
☐ 865 RSI (405(g))

FEDERAL TAX SUITS

- ☐ 730 Taxes (U.S. Plaintiff Or Defendant)
☐ 871 IRS - Third Party 26 USC 7609

OTHER STATUTES

- ☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce/ICC Rates/etc
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 810 Selective Service
☐ 850 Securities/Commodities/Exchange
☐ 875 Customer Challenge 12 USC 3410
☐ 891 Agriculture Acts
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Information Act
☐ 900 Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of States Statutes
☐ 890 Other Statutory Actions

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY).

28 U.S.C. §1332 Diversity of Citizenship, 28 U.S.C. §1441, 1446 – Plaintiff alleges claims for personal injury/product liability for negligence, strict liability, unjust enrichment and breach of express warranty, violating the KY Consumer Protection Act and Magnuson-Moss Warranty Act.

VII. REQUESTED IN COMPLAINT

CHECK IF THIS IS A
☐ UNDER F.R.C.P. 23

CLASS ACTION

Reid, et al. v. Unilever United States, Inc., USDC Northern District of IL, No. 12-06058

DEMAND

Check YES only if demanded in complaint
JURY DEMAND: YES ☒ NO ☐

VIII. RELATED CASE(S)

(See Instructions)

JUDGE **Audra J. Eckerle**

DOCKET NUMBER **13-CI-00898**

DATE: **April 11, 2013**

SIGNATURE OF ATTORNEY OF RECORD: **/s/ Charles M. Pritchett**