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11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA

14 JOSEPHINE WELLS and CATHERINE
15 RENY, on Behalf of Themselves and All
16 Others Similarly Situated,

17 Plaintiffs,

18 vs.

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

22 Defendants.

) Case No.:

) CLASS ACTION

) COMPLAINT

) DEMAND FOR JURY TRIAL

1 Plaintiffs Catherine Reny (“Reny”) and Josephine Wells (“Wells”), through their
2 undersigned counsel, for their Complaint against Defendants Unilever United States, Inc.
3 (“Unilever”), LEK Inc. (“LEK”), and Conopco, Inc. d/b/a Unilever Home & Personal Care USA
4 (“Conopco”) (collectively, “Defendants”) respectfully state as follows:

5 **NATURE OF THE ACTION**

6
7 1. Plaintiffs bring this class action to seek redress for themselves and all others
8 nationwide, other than residents of the states of Illinois, Alabama, Kentucky, Nevada or
9 Wisconsin who purchased the Suave® Professionals Keratin Infusion 30 Day Smoothing Kit (the
10 “Treatment” or “Product”) from the date in 2011 that the Treatment was made available to
11 consumers through the present. Plaintiffs purchased the Treatment because of Unilever’s uniform
12 false representation that it would smooth their hair and coat it with Keratin, a protein found
13 naturally in hair. Unilever knew, but failed to disclose to Plaintiffs and the class, that the
14 Treatment contains an ingredient or combination of ingredients that causes significant hair loss
15 upon proper application. The active ingredient in the Treatment, Thioglycolic Acid, including its
16 salts and esters, is the same active ingredient that is used in hair depilatories and some hair
17 perming solutions. Based on testing conducted by Plaintiffs, and as evidenced by damage caused
18 to Plaintiffs and the putative class members, the pH level and concentration of Thioglycolic Acid
19 in the Treatment rendered it dangerous and unsafe for sale as an over-the-counter hair
20 “smoothing” product.
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23 2. In addition, Defendants failed to properly warn consumers of the risks and
24 dangers attendant to the use of such a strong depilatory agent on their hair and scalp — even well
25 after Defendants knew or should have known of its hazards. Sometime in May 2012, Unilever
26 decided to “recall” the Treatment, misleadingly characterizing it as a decision to “discontinue”
27 selling the Product. Defendants’ uniform acts and omissions in connection with the development,
28

1 marketing, sale and delivery of the Treatment, and its belated and incomplete “recall” of this
 2 hazardous Product, violate the various consumer protection laws of the State of California and
 3 multiple other states, breach express warranties to Plaintiffs and the class, violate product
 4 liability laws and constitute negligence and unjust enrichment.

5
 6 3. Unilever labeled, advertised, promoted and sold the Treatment targeting women
 7 who wanted smooth, shiny, manageable hair with no frizz. Through an extensive marketing
 8 campaign and via its website and packaging, Unilever made a number of express warranties: that
 9 the Treatment was a Keratin-based smoothing treatment and not a toxic chemical relaxer; that its
 10 effects would last no longer than 30 days; that it contained no Formaldehyde; and that it was
 11 safe. These warranties and representations are false. A copy of the Treatment’s packaging,
 12 demonstrating these false representations, is below:



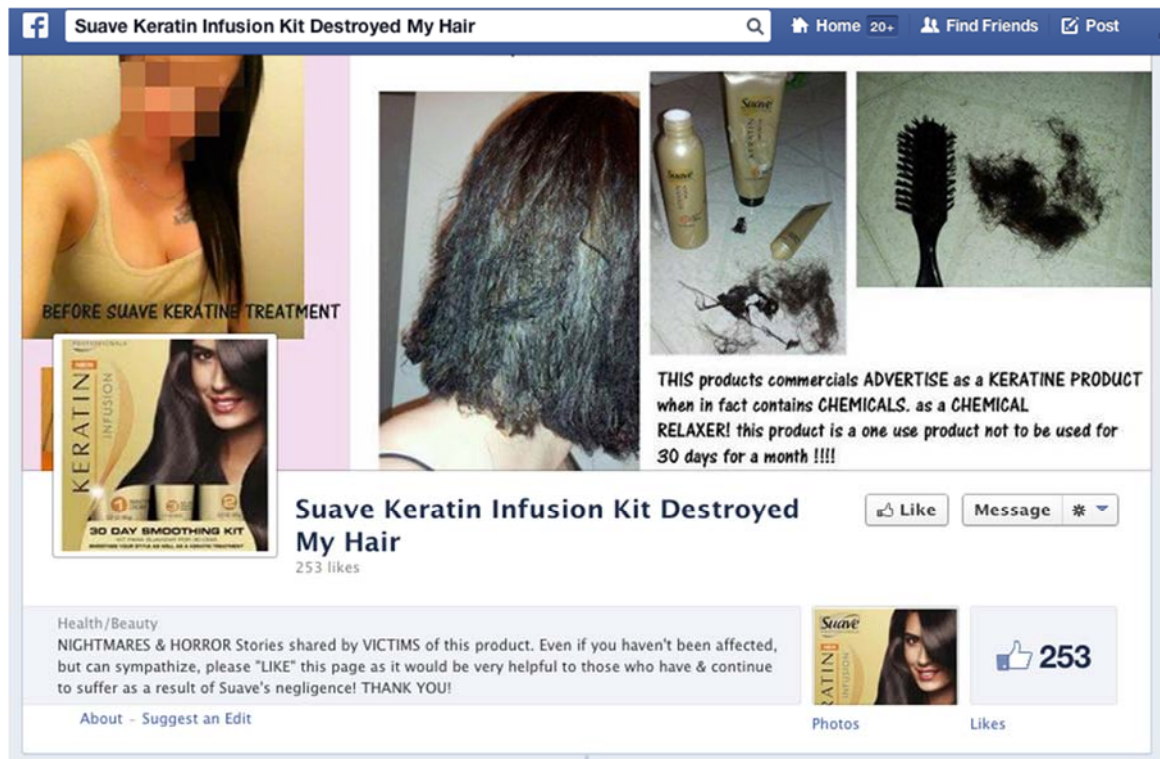
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 22 4. The Treatment was marketed as a Keratin product although Keratin, which is a
 23 natural protein, is the last-listed ingredient in the Smoothing Cream and Cuticle Seal Cream. The
 24 Treatment was sold among hair conditioning products, although it is not a conditioner but is
 25 instead a chemical hair straightener.
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1 5. In addition, Unilever falsely claimed that the Treatment contained “No
2 Formaldehyde,” in all capital letters on the box cover, when in fact the Treatment contains a
3 chemical ingredient that is known to release Formaldehyde upon its use or application.

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

9 7. Nowhere on the package labeling or on Unilever’s websites or other marketing
10 materials did Unilever warn Plaintiffs and members of the class that they were at risk of
11 significant hair loss and/or scalp burns upon proper application of the Treatment. Unilever
12 misled and deceived the public, and placed their customers in harm’s way, all for the sake of
13 increased profits.

14 8. Unilever failed to warn Plaintiffs and members of the class of the risks, even
15 though it knew, before or almost immediately upon introduction of the Product in late 2011, that
16 consumers were complaining that the Treatment caused significant hair loss and scalp burns
17 (among other adverse effects, such as hair discoloration). Indeed, hundreds of consumers posted
18 on a Facebook page created to expose the devastating effects of this Product on the men and
19 women who used it. A copy of the Facebook page entitled “Suave-Keratin-Infusion-Kit-
20 Destroyed-my-Hair,” is posted below:
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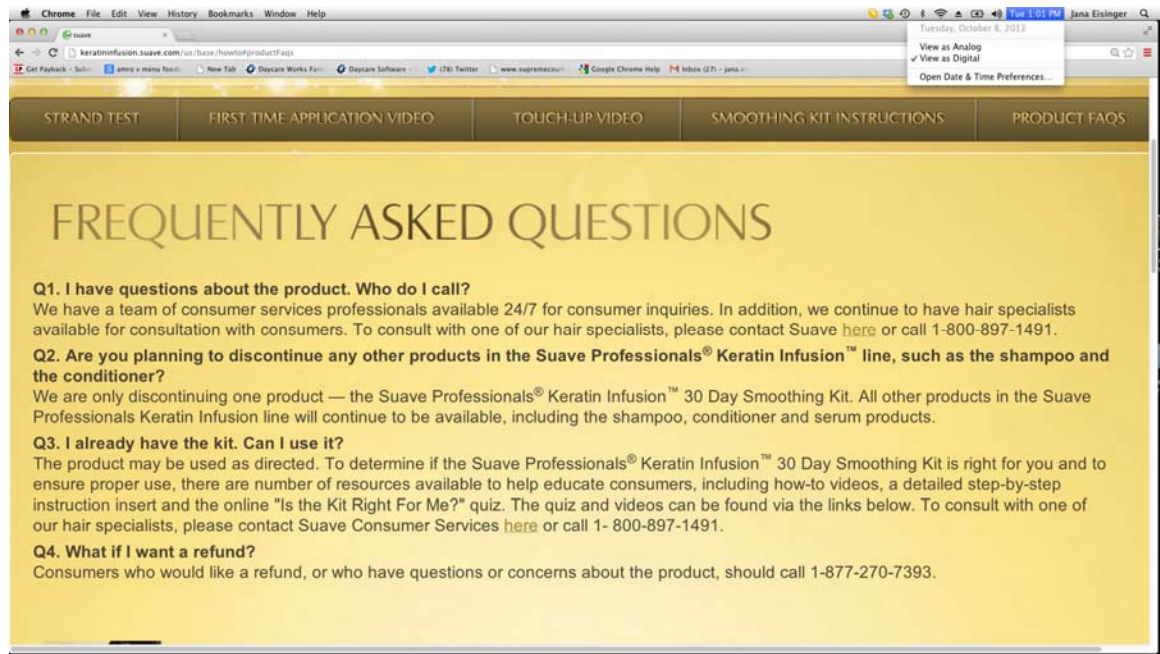


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9. Not only did Unilever fail to properly warn consumers before they purchased the Product, but when it finally chose to “recall” the Product in May 2012, it told consumers the Product was being “discontinued” and was still safe to use, while at the same time directing retailers to immediately remove the Product from the shelves and send it back to Unilever. Other than a cursory instruction, Unilever did not follow up with the retailers, nor did it ensure that the Product was completely off the shelves.

10. Up to the date of filing of this Complaint, Unilever has never fully and appropriately recalled the Product. Unilever continues to falsely claim to consumers that the Product is safe, and continues to fail to warn consumers of the dangers of application of the Treatment. Indeed, due to Unilever’s failure to properly and appropriately recall the Product, the Product is still available for sale on Amazon.com. Moreover, because of Unilever’s failure to advise consumers that the Product had been recalled because it was not safe to use — rather than a simple discontinuance — consumers continue to be at risk of buying and using the Product

1 while unaware of the significant safety risks Unilever continues to conceal. Unilever's website,
 2 pictured below, states that the Product was "discontinued" (although the U.S. Food and Drug
 3 Administration ("FDA") said it was recalled)¹ and falsely claims that it is still safe to use as
 4 directed.



16 11. In addition to the hundreds or thousands of consumers who have complained to
 17 Unilever directly in the months leading up to the so-called recall, the filing of class actions and
 18 individual personal injury actions has provided Unilever with ample actual notice of the unsafe
 19 and defective nature of the Product to permit it to act in a comprehensive manner to prevent
 20 harm to consumers. Unilever has had ample opportunity to advise consumers of the risks of use
 21 of the Product, or to ensure that the Product is no longer available to consumers. Instead, it has
 22 done nothing to prevent future harm and has only exacerbated the harm by continuing to claim
 23 the Product is safe, while providing no further information to the public.
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 26 ¹ See <http://www.fda.gov/Safety/Recalls/EnforcementReports/ucm307229.htm>, where the FDA
 27 indicates that the Treatment was recalled by Unilever by letter dated May 8, 2012.
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1 12. The following publicly-available photographs depict the type of damage caused
2 by the Product.



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22 Above two photos from my FOX Austin report “Dozens of women sue Unilever, claim hair product left bald
23 spots” available at [http://www.myfoxaustin.com/story/23283501/dozens](http://www.myfoxaustin.com/story/23283501/dozens-of-women-sue-Unilever-claim-hair-product-left-bald-sp)-of-women-sue-Unilever-claim-hair-
24 product-left-bald-sp.
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Above two photos from <https://www.facebook.com/pages/Suave-Keratin-Infusion-Kit-Destroyed-My-Hair/125404967583365>.

13. 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 is 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.

1 14. Consumers in the United States, and more particularly in California, reasonably
2 expect that their hair care products will not cause significant hair loss because of defective
3 design and manufacturing or because of inadequate research or due diligence. California and
4 United States consumers had no expectation that the Treatment would cause scalp burns and
5 cause their hair to fall out.

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

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17 16. In its continuing efforts to conceal the dangers and serious harm attendant to use
18 of the Product, Unilever has also engaged in a campaign designed to obtain unconscionable and
19 unenforceable releases from consumers injured by use of the Product. Upon information and
20 belief, Unilever has solicited and obtained numerous releases from California consumers and
21 others in the United States who were injured by use of the Product, without advising them of
22 their right to obtain legal counsel to review the form releases that Unilever propounded and
23 without fully explaining the terms or legal effect of the form releases, including that (a) the form
24 releases purport to release third party retailers for no extra consideration; (b) the form releases
25 purport to release personal injury claims for no extra consideration beyond the economic losses
26 incurred by the consumer; (c) the form releases require consumers to indemnify Unilever for all
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1 losses “from any and every claim or demand of every kind and character, including claims for
 2 contribution;” (d) the form releases require the consumer to indemnify Unilever from any claims
 3 for payment of medical expenses by Medicare/Medicaid; and (e) the form releases require the
 4 consumer to hold Unilever harmless “from any and all adverse consequences in the event this
 5 settlement results in the loss of right to Social Security and/or Medicare/Medicaid.” The release
 6 forms that Unilever required its unrepresented consumers to sign — in order for them to get
 7 meager reimbursement from Unilever for as little as \$50.00 for a haircut — contain terms that
 8 are so outrageous that they should be set aside as unconscionable and unenforceable.

10 **THE PARTIES**

11 17. Plaintiff Wells resides in Hayward, Alameda County, California. She purchased
 12 and used the Product in Santa Clara County.

13 18. At all times relevant to this Complaint, Plaintiff Reny resided in and currently
 14 resides in Wilmington, California. Reny purchased and used the Product in Los Angeles County.

15 19. Defendant Unilever is a subsidiary of the dual-listed company consisting of
 16 Unilever N.V. in Rotterdam, Netherlands and Unilever PLC in London, United Kingdom.
 17 Unilever, which includes the Suave brand, is a Delaware corporation with its principal place of
 18 business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Unilever
 19 manufactured, marketed, designed, promoted and/or distributed the Treatment.
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21 20. Knowlton Development Corporation (“Knowlton”) is a foreign corporation with
 22 its principal place of business in Knowlton, Quebec, Canada. Defendant LEK, also a foreign
 23 corporation with its principal place of business in Knowlton, Quebec, Canada, is a subsidiary of
 24 Knowlton. LEK, formerly known as Les Emballages Knowlton, Inc., manufactured the Product
 25 for sale by Unilever in the United States, knowing that the Product would be sold in the United
 26 States, including California and nationwide, and thereby causing injury to California residents
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1 and citizens and residents and citizens of other states as a direct result of the purchase and sale of
2 said Product.

3 21. Defendant Conopco is a New York corporation with its principal place of
4 business located at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Upon information
5 and belief, LEK obtained a contract from Conopco for the manufacture of the Product, with LEK
6 and/or Conopco being responsible for the distribution of the manufactured Product to retailers.
7 At all times relevant hereto, Conopco knew or should have known that the Product would be sold
8 in the United States.
9

10 **JURISDICTION AND VENUE**

11 22. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(d),
12 because this is a class action lawsuit in which over \$5 million is at issue, there are more than 100
13 putative class members, and at least one class Member is a citizen of a state other than the state
14 of citizenship of at least one of the Defendants.
15

16 23. Venue is proper pursuant to 28 U.S.C. §1391 because a substantial part of the
17 events giving rise to the claims asserted occurred in this District, because Defendants conduct
18 substantial business in this District, have sufficient minimum contacts with this District, and
19 otherwise purposely avail themselves of the markets in this District, through the promotion, sale,
20 and marketing of products in this District including the Product at issue in this case. Moreover,
21 Plaintiffs purchased and used the Product in California and Plaintiff Wells purchased and used
22 the Product in this District. Filed concurrently with this Complaint is the Declaration of Azra Z.
23 Mehdi Pursuant to California Civil Code Section 1780(c) of the Consumer Legal Remedies Act,
24 Cal. Civ. Code §1750, *et seq.*, which is incorporated by reference herein.
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1 **FACTUAL ALLEGATIONS**

2 **The Product and Product Warranties**

3 24. Unilever released Suave® Professionals Keratin Infusion 30-day Treatment on or
4 about December 9, 2011. The Treatment was sold by Unilever directly and through retail shops
5 to consumers nationwide, including specifically in California.

6 25. In promoting its new Treatment, for example on Walmart.com, Unilever stated:
7 “Suave Professionals Keratin Infusion 30 Day Smoothing Kit is a simple, at-home alternative to
8 expensive salon keratin treatments. This revolutionary system, formulated with keralock
9 technology, infuses hair with keratin protein and leaves it smooth, shiny, and manageable for up
10 to 30 days.” The description continues by pointing out that the Product contains “No
11 Formaldehyde.”
12

13 26. The Walmart ad describes how the Product works: “Step 1: Smoothing Cream
14 with keratin loosens, smoothens, And detangles curls And waves. Step 2: Cuticle Seal Cream
15 with Keralock Technology reforms keratin bonds inside the hair fiber And eliminates frizz for
16 long lasting smoothness And manageability. Step 3: Heat Defense Leave-In Conditioner
17 provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow
18 dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.” A
19 copy of the Walmart ad is attached as Exhibit A.
20

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

3 28. Keratin is a protein found naturally in hair. By promoting the Treatment as a
4 treatment that “infuses hair with keratin protein” and that did not contain Formaldehyde,
5 Unilever warranted the Product as a safe, non-toxic hair smoothing solution that could be
6 purchased at a fraction of the price of a salon treatment.
7

8 29. However, despite the express representation that the Treatment contains no
9 Formaldehyde, the Treatment does contain DMDM Hydantoin, a chemical that is known as a
10 “Formaldehyde-releaser.” *See* <http://www.safecosmetics.org/article.php?id=599>. Formaldehyde
11 releasers are sometimes used in cosmetics in place of Formaldehyde and release amounts of
12 Formaldehyde over time. Formaldehyde is a known human carcinogen.
13

14 30. An investigation by the non-profit Environmental Working Group reported that
15 some cosmetic companies disguise the Formaldehyde in their products by using, among other
16 things, Formaldehyde releasers instead of Formaldehyde. *See* [http://www.ewg.org/hair-](http://www.ewg.org/hair-straighteners/our-report/hair-straighteners-that-hide-formaldehyde)
17 [straighteners/our-report/hair-straighteners-that-hide-formaldehyde](http://www.ewg.org/hair-straighteners/our-report/hair-straighteners-that-hide-formaldehyde).

18 31. An average consumer reviewing the Unilever representation that the Treatment
19 contains “No Formaldehyde” would not expect that it would contain a chemical known to release
20 Formaldehyde upon use or application.
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22 32. Plaintiffs and the Class did not and would not expect that application of the
23 Treatment would cause hair loss and scalp burns upon proper application.

24 33. Plaintiffs and the Class reasonably expected a warning regarding any potential
25 hazard to consumers, especially because the Food, Drug and Cosmetic Act regulations provide
26 that cosmetics that may be hazardous to consumers must bear appropriate warnings. *See*
27 <http://www.fda.gov/Cosmetics/CosmeticLabelingLabelClaims>.
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1 34. Contrary to the Food, Drug and Cosmetic Act regulations, the Product also failed
 2 to provide adequate directions for safe use, although Defendants knew or should have known the
 3 Product would be unsafe if used incorrectly. In fact, Unilever's website affirmatively represents
 4 that it complies with all applicable labeling laws. *See* Unilever's Code of Business Principles,
 5 attached as Exhibit C.

6
 7 35. Unilever's representations that the Product is safe, contains "No Formaldehyde,"
 8 and would smooth hair for no longer than 30 days, was plainly false.

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

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

15 **Mission**

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

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

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

22 **ENDGAME:**

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

1 **Description**

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

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

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

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

21 40. The Food and Drug Administration (FDA), on its website at
22 <http://www.fda.gov/Safety/Recalls/EnforcementReports/ucm307229.htm>, indicates that the
23 Treatment was recalled by Unilever by letter dated May 8, 2012. The FDA website notes that
24 there were 381,288 kits in commerce nationwide that were recalled. The FDA website further
25 26 27 28

1 notes that the Treatment was manufactured by Les Emballages Knowlton, Inc., now known as
2 LEK, a subsidiary of Knowlton.

3 41. Retailers were advised by Unilever to immediately cease distribution of the
4 Product and were advised to send the Product back to Unilever. Upon information and belief,
5 some retailers continued to sell the Product after the recall and to this day, more than a year after
6 the so-called recall, it is still available for sale.

7
8 42. In recalling the Product, Unilever did not make any public announcement and did
9 not publicly respond to the numerous complaints of adverse incidents associated with its use.
10 Instead, Unilever posted a simple notice on its website indicating that the Treatment had been
11 “discontinued” and requesting that customers call for additional information.

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

14
15 44. Unilever continues to this day to advise consumers that the Product is safe to use
16 as directed, without providing any disclosure concerning the complaints of hair loss and with no
17 warnings regarding the hair loss that may result from its continued use. *See*
18 <http://keratininfusion.suave.com/us/base/howto#productFaqs>. Indeed, despite the so-called
19 “recall” and Unilever’s knowledge and awareness of hundreds if not thousands of complaints of
20 significant hair loss and breakage caused by the Product, Unilever continues to claim it is safe
21 and permits it to be sold to this day — without providing consumers with *any* revised warnings
22 or disclosures.

23
24 45. Unilever actively and intentionally misled consumers by telling consumers the
25 Product was safe to use while at the same time telling retailers to immediately recall the Product
26 and to bar sales of the Product sitting on their shelves.

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

5 47. Unilever also makes the following representations on its website, portions of
6 which are attached as Exhibit D:
7

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

23 **Defendants’ Conduct with Respect to the Hazard Posed by the Product**

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

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

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

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

5 51. On its website, LEK boasts that it is “strategically positioned twenty minutes from
6 the US-Canada border — immediately north of the US eastern states” in an obvious attempt to
7 solicit and obtain U.S. business. The website continues by explaining that “LEK is a highly
8 flexible manufacturing environment designed to meet the needs of mass brands; from new
9 product introductions, to brand growth, as well as the continuous improvement needs of mature
10 brands. Highly capable in the production of liquid and solid products, LEK is recognized by the
11 market as a leader in large-scale hot pour capabilities, boasting some of the best expertise in the
12 manufacture of anti-perspirants and deodorants in the world.” *See* [http://www.kdc-](http://www.kdc-companies.com/kdc/lek.php)
13 [companies.com/kdc/lek.php](http://www.kdc-companies.com/kdc/lek.php).
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16 52. Under the heading “Team” the website continues to claim that the organization is
17 “best in class in planning and introducing new products to the mass market, as well as
18 introducing cost improvement programmes that secure a product’s profitability over its life-
19 cycle. Since 1991, LEK has been a stable partner to some of the most important brand-owners in
20 the world, as its management and operational teams continue to refine their approach to
21 managing the complexity of the consumer packaged goods industry.” *Id.*
22

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

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

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

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

16 57. Unilever knew, or but for its reckless indifference would have known, that: (a) the
17 risk of scalp burns and hair loss was substantial, (b) Unilever’s customers were unaware of that
18 substantial risk, and (c) those customers had a reasonable expectation that Unilever would not
19 sell the Product under those conditions.

20 58. Despite such knowledge, Unilever did not disclose to prospective purchasers,
21 before or after the so-called recall, that there was a substantial risk of scalp burns and hair loss
22 associated with use of the Product. Unilever instead continued to claim the Product was safe,
23 while concealing all the adverse reports filed by consumers. Unilever told consumers that the
24 Product was discontinued because of consumer “confusion,” not because users of the Product
25

1 were losing their hair and burning their scalps. This deception and cover-up continues to this
2 day.

3 **FACTS RELATING TO NAMED PLAINTIFFS**

4 59. Plaintiff Wells purchased the Treatment in or about January 2012. Based on
5 Unilever's representations, she expected to be purchasing a short-term "smoothing" conditioner
6 and not a harsh chemical relaxer which contained the same active ingredient that is used in hair
7 removal products. Wells was exposed to and familiar with Unilever's claims about the Treatment
8 not containing Formaldehyde and being a "smoothing" Product whose effects would last no
9 longer than 30 days. Each of these representations were set forth prominently on the box in
10 which the Treatment was sold. She purchased the Treatment for approximately \$15.00 at a
11 Target in Sunnyvale, California.
12

13 60. After proper application of the Treatment, Wells noticed her hair breaking at the
14 crown and she experienced significant hair loss at the crown and on the sides of her head.
15 Because of the breakage and hair loss, she has had to cut approximately ten inches off her hair
16 and has spent thousands of dollars on weaves, hair extensions, and other treatments to attempt to
17 restore the damage to her hair. The straightening effects and damage to Wells' hair continues to
18 this day - nearly two years after she used the Product. Her once long, beautiful, natural curly
19 healthy hair is now dull, fragile and short. Her hair is extremely thin and the bald spots caused by
20 the Treatment are still visible.
21

22 61. Plaintiff Reny purchased the Treatment in or about May 2012. Reny was familiar
23 with Keratin-based hair treatments and believed the Product would be a good value compared to
24 expensive salon Keratin-based treatments. Reny was exposed to and familiar with Unilever's
25 claims about the Treatment being a "smoothing" Product whose effects would last no longer than
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1 30 days. She paid approximately \$15.00 for the Treatment, which she purchased at an
2 Albertson's in California.

3 62. Reny reviewed the Product instructions and so-called warnings and applied all
4 three steps as instructed by Unilever's package inserts. Immediately upon application, the
5 Product started "melting" her hair and it was breaking and falling out. Her hair became dry and
6 brittle and she was unable to even comb it out.

7
8 63. Reny has had to cut off approximately four inches of her hair and has spent
9 hundreds of dollars on treatments and conditioners to attempt to repair the damage caused by the
10 Product. To this day, her hair is much thinner than it was and she still has a visible bald spot
11 caused by the Product.

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

15
16 65. Plaintiffs provided pre-suit notice to Defendants of their warranty claims and
17 Defendants had actual notice of the alleged defect and harm caused by the Product.

18 **CLASS ALLEGATIONS**

19 66. Plaintiffs bring this action on behalf of themselves and all persons within the
20 United States who purchase the Product for personal or household use at any time since the date
21 in 2011 that the Product was first made available to consumers (the "Multistate Class").
22 Excluded from the Multistate Class are persons who reside in the States of Kentucky, Illinois,
23

1 Nevada, Wisconsin and Alabama who purchased the Product for personal or household use at
2 any time since the date in 2011 that the Product was first made available to consumers.²

3 67. In the alternative, Plaintiffs bring this action on behalf of themselves and all
4 California residents who purchased the Product for personal or household use at any time since
5 the date in 2011 that the Product was first made available to consumers (the “California Class.”
6 Together, the California and alternative Multistate Class are referred to herein as the “Class.”
7

8 68. Excluded from the Class are: Defendants, any entities in which Defendants have a
9 controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees
10 and members of such persons’ immediate families, the presiding judge(s) in this case and his, her
11 or their immediate family, and those who purchased the Treatment for resale, their legal counsel
12 and anyone employed thereby. Plaintiffs reserve the right to amend the definition of the Class if
13 discovery or further investigation reveals that the Class should be expanded or otherwise
14 modified.
15

16 69. Plaintiffs and the members of the Class are so numerous and geographically
17 disperse that joinder of all members individually, in one action or otherwise, is impractical.
18 Unilever’s national marketing and advertising campaigns target consumers across the country.
19 The precise number of Class members and their identities are unknown to Plaintiffs at this time
20 but will be determined through discovery. Class members may be notified of the pendency of
21 this action by mail and/or publication.
22

23 70. Upon information and belief, the Defendants sold tens of thousands of Treatment
24 kits to California residents. Plaintiffs and the members of the Class they seek to represent are so
25

26 ² Class actions have been filed in Illinois and in Kentucky on behalf of the residents of the five
27 states excluded from this Action.
28

1 numerous that joinder of all members individually, in one action or otherwise, is impractical. The
2 precise number of Class Members and their identities are unknown to Plaintiffs at this time but
3 will be determined through discovery and other means. Class Members may be notified of the
4 pendency of this action by mail and/or publication.

5
6 71. This action involves questions of law and fact common to Plaintiffs and all
7 members of the Class, which include the following:

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

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

22 73. The claims of the named Plaintiffs are typical of the claims of the proposed Class,
23 and Plaintiffs will fairly and adequately protect the interests of the Class and have no interests
24 adverse to, or which directly conflict with, the interests of the other members of the Class.
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1 74. Plaintiffs have engaged the services of counsel who are experienced in complex
2 class litigation, who will adequately prosecute this action, and who will assert and protect the
3 rights of and otherwise represent Plaintiffs and the absent Class Members.

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

7
8 76. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy. The expense and burden of individual litigation would make it
10 impracticable for proposed Class Members to prosecute their claims individually.

11 77. Plaintiffs submit that there will be fewer difficulties in the fair, efficient and cost-
12 effective management of this action or the common issues therein as a class action, and there will
13 be benefits to and protections of the legitimate interests of the parties, the court and the public
14 with the maintenance of this action as a class action than there would be under any other
15 procedural alternative. Means exist to address any individual issues of injury and damages
16 involved in fair and adequate compensation for the Class, after common issues relating to
17 Defendants' Product, conduct, knowledge, duties and breach thereof have been adjudicated.
18 Claims processes may also be employed to fashion and implement an expeditious remedy for the
19 Class.
20

21 78. Plaintiffs know of no difficulty that will be encountered in the management of this
22 litigation that would preclude its maintenance as a class action.
23

24 79. Defendants have acted or failed to act on grounds generally applicable to the
25 Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.
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Breach of Implied Warranty Against All Defendants

89. At all times relevant hereto, there was a duty imposed by law which requires that a manufacturer's or seller's product be reasonably fit for the purposes for which such products are used, and that product be acceptable in trade for the product description.

90. Notwithstanding the aforementioned duty, at the time of delivery, the Treatment sold to Plaintiffs was not merchantable because it contained a defect that caused hair loss upon proper application and did not otherwise perform as represented and for the particular purpose for which it was intended.

91. Defendants were notified that the Treatment was not merchantable or fit for its intended purpose within a reasonable time after the defect manifested to Plaintiffs and the Class.

92. As a result of the breaches of the implied warranty of merchantability and/or implied warranty of fitness for a particular purpose, Plaintiffs and the Class sustained damages.

COUNT III

**Violation of the Song-Beverly Consumer Warranty Act for Breach of Implied Warranty
Against All Defendants on Behalf of the California Class**

93. Plaintiffs hereby incorporate the above allegations by reference as though fully set forth herein.

94. Plaintiffs and members of the California Class are “retail buyers” within the meaning of Section 1791(b) of the California Civil Code.

95. The Treatment is a “consumer good” within the meaning of Section 1791(a) of the California Civil Code.

96. Defendants are “manufacturers” within the meaning of Section 1791(j) of the California Civil Code.

97. Defendants specifically marketed the product as a “Smoothing” treatment that would last for no longer than 30 days, contained no Formaldehyde, and was safe for at-home use. Defendants knew or should have known that the California Class would reasonably rely on Defendants’ skill or judgment to select or furnish suitable goods.

98. Plaintiffs and the California Class did in fact purchase the Treatment with the particular purpose of temporarily smoothing their hair with a keratin-based conditioner and Plaintiffs and other members of the California Class did in fact reasonably rely on Defendant’s skill or judgment to furnish suitable goods.

99. Defendants breached the implied warranty of fitness for a particular purpose by distributing a defective and dangerous Product, by failing to provide sufficient warnings for such a Product, and by continuing to fail to do so long after Defendants knew or should have known of the risks associated with the Product.

100. Moreover, Defendants breached the implied warranty of merchantability because the Treatment was defective and unsafe and not fit for the ordinary purpose for which it was intended.

101. Defendants' failure to warn of the Product's dangers was willful.

102. As a proximate result of Defendants' breach of implied warranties, Plaintiffs and members of the California Class sustained damages. Plaintiffs are entitled to damages, civil penalties and other legal and equitable relief including a right of reimbursement, as well as costs, expenses and attorneys' fees.

COUNT IV

Violation of Cal. Bus. & Prof. Code Section 17200 *et seq.* and Similar Consumer Protection Statutes in Other States Against Unilever

103. Plaintiffs hereby incorporate the above allegations by reference as though fully set forth herein.

104. Plaintiffs and the Class Members are consumers entitled to the protections of California Business and Professions Code §17200 *et seq.* which prohibits the commission of any "unlawful, unfair or fraudulent business act or practice." Similar statutes, identical in their material respects, are in effect in most other jurisdictions within the United States.³

105. Unilever's misrepresentations and withholding of the material facts set forth above defrauded the general public through deceit, fraud and/or negligent misrepresentation in

³ The consumer fraud claims of Plaintiffs and absent class members who reside in California and 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 are brought under California Business and Professions Code §17200, *et seq.* The consumer fraud claims of absent class members who reside in any of the states other than California that comprise the Multistate Class are brought under the consumer protection statutes of their respective states of residence.

1 violation of California Civil Code §§1572, 1709 and 1710, and California Business and
2 Professions Code §17500, *et seq.*, as well as other similar consumer protection statutes and
3 principles of common law. Thus, Defendant's conduct constitutes unlawful practices under the
4 UCL and similar consumer protection statutes in effect throughout the country.

5
6 106. As detailed above, Unilever, through its advertisements and packaging, used
7 unconscionable commercial practices, deception, fraud, false promises and misrepresentations in
8 connection with the marketing of the Treatment.

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

12 108. Because of Unilever's fraudulent concealment and deception, even after the so-
13 called "recall," Plaintiffs did not and could not have become aware of any facts which would
14 have called into question the false public perception of safety which Unilever had created.

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

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

3 111. Upon information and belief, Unilever's representatives provided false and/or
4 incomplete information to unrepresented consumers in order to obtain signed releases, including
5 but not limited to representations that diminish the legal significance and consequences of the
6 releases.
7

8 112. Defendant's labeling, advertising and sale of its Product that contain Thioglycolic
9 Acid and other harsh chemicals constitute unfair business acts and practices under the UCL and
10 similar consumer protection statutes in effect throughout the country because they offend
11 established public policy and are immoral, unethical, oppressive, unscrupulous, and/or
12 substantially injurious to its customers in that Defendant deceptively, misleadingly, unfairly and
13 unlawfully claims that certain of its products are free of Formaldehyde and other harsh
14 chemicals, and are safe when, in fact, they are not safe and not free of Formaldehyde and other
15 harsh chemicals.
16

17 113. That conduct has caused substantial injury to Plaintiffs and the Class including
18 that they expended money for a Product that did not contain the benefits that were claimed, and
19 additional losses in repairing and attempting to restore the damage caused by the Product. The
20 injuries suffered by Plaintiffs and the Class are not outweighed by any countervailing benefits to
21 Defendant or competition in general and could not have been reasonably avoided by Plaintiffs
22 and the Class.
23

24 114. All of the conduct alleged herein occurred in the course of Defendant's business.
25 Defendant's wrongful conduct was part of a pattern or generalized course of conduct.

26 115. Plaintiffs and members of the Class suffered injury in fact and lost money and
27 were otherwise damaged as a result of the practices complained of herein in that they would not
28

1 have purchased the Product at issue and/or paid as much for the Product had they known that it
 2 was not safe and was misrepresented as set forth herein. Meanwhile, Defendant sold more of the
 3 Product than they otherwise would have and enriched themselves thereby.

4 116. As a result of their unlawful, unfair and fraudulent conduct described above,
 5 Defendant has been and will be unjustly enriched by the receipt of millions of dollars in ill-
 6 gotten gains. In addition, the unlawful, unfair and fraudulent business practices set forth above
 7 present a continuing threat to members of the public in that Defendant continues to engage in the
 8 conduct described above. Defendant should be enjoined from continuing to claim the Product is
 9 safe and enjoined from continuing to permit the sale of the Product based on the same
 10 misrepresentations set forth herein. In addition, the misleading, unconscionable and unfair
 11 releases fraudulently procured by Defendant from unrepresented Class members should be set
 12 aside.
 13

14 **COUNT V**

15 **Deceptive Advertising Practices in Violation of Cal. Bus. & Prof. Code Section 17500 et seq.** 16 **Against Unilever on Behalf of the California Class**

17 117. Plaintiffs hereby incorporate the above allegations by reference as though fully set
 18 forth herein.
 19

20 118. California Business and Professions Code §17500 prohibits “unfair, deceptive,
 21 untrue or misleading advertising.”

22 119. Defendant violated California Business and Professions Code §17500 by, *inter*
 23 *alia*, misleadingly advertising that certain of its products were Formaldehyde free and were safe,
 24 and by concealing material information about the true nature of its Product and the safety risks
 25 attendant with its use.
 26

27 120. Defendant’s deceptive practices were specifically designed to induce Plaintiffs
 28 and Class members to purchase the Treatment over those of its competitors. Defendant’s

1 deceptive practices were carried out on Defendant's website, through broad-based media and on
2 tis packaging and advertising.

3 121. The content of the advertisements and packaging, as set forth herein, were of a
4 nature likely to deceive a reasonable consumer.

5 122. Defendant knew or in the exercise of reasonable care should have known that the
6 representations were untrue or misleading and likely to deceive reasonable consumers.

7 123. Defendant's misrepresentations and omissions alleged herein, which continue to
8 the present, and continue despite the so-called Product recall, are objectively material to the
9 reasonable consumer, and reliance upon such misrepresentations and omissions may therefore be
10 presumed as a matter of law. The unlawful, unfair and fraudulent business practices set forth
11 above present a continuing threat to members of the public in that Defendant continues to engage
12 in the conduct described above.

13 124. Unless restrained by this Court, Defendant will continue to engage in misleading
14 marketing and will continue to permit the Product to remain on the market without disclosing the
15 significant safety attendant to its use.

16 125. As a result of the foregoing, Plaintiffs and members of the Class have been
17 injured and lost money or property, and they are entitled to restitution and injunctive relief.

18 **COUNT VI**

19 **Violation of Consumer Legal Remedies Act, Cal. Civ. Code Section 1750, *et seq.*** 20 **Against Unilever on Behalf of the California Class**

21 126. Plaintiffs incorporate the above allegations by reference as though fully set forth
22 herein.

23 127. The California Consumer Legal Remedies Act, Section 1750 of the California
24 Civil Code, protects consumers against fraud, unlawful practices, and unconscionable
25 commercial practices in connection with the sale of any merchandise.
26
27
28

1 128. Plaintiffs are “consumers” within the meaning of Civil Code Sections 1761(d) and
2 1770 because they sought or acquired Defendant’s goods for personal, family or household
3 purposes.

4 129. The Treatment is a “good” within the meaning of Section 1761(a) of the
5 California Civil Code.

6 130. Unilever manufactured (with LEK or as overseer of LEK), distributed and falsely
7 marketed the Treatment as a product that is safe to use when in fact it contains a corrosive
8 depilatory agent that in fact causes hair to “melt” and break and fall out and is therefore
9 unreasonably dangerous and unfit for ordinary uses. Such conduct violates the California
10 Consumer Legal Remedies Act.

11 131. Defendant violated and continues to violate the CLRA by engaging in the
12 following practices proscribed by Section 1770(a), subsections (5), (7), (9) and (16) of the
13 California Civil Code in transactions with Plaintiffs and the California Class, which were
14 intended to result in, and did result in, the sale of the Treatment, in that Defendant: represented
15 that the Treatment had characteristics, uses and benefits which it did not have; represented that
16 the Treatment was of a particular standard, quality, and grade when it was of another; advertised
17 the Treatment with the intent not to sell it as advertised, and represented that the Treatment had
18 been supplied in accordance with previous representations when it had not.

19 132. Plaintiffs and the California Class reasonably relied upon and were deceived by
20 Defendant’s representations that the Treatment was safe and defect-free and fit for ordinary use.
21 The misrepresentations made by Defendant and the omissions regarding the safety risks of the
22 Product were material in that no reasonably consumer would have purchased the Treatment had
23 they been aware of the true facts.

1 133. Defendant also violated Section 1770(a) subsections (14) and (19) by misleading
2 unrepresented consumers into signing what Unilever purported to be a full and final release of all
3 claims, including personal injury claims, related to their purchase and use of the Treatment, for
4 no consideration beyond repayment of nominal expenses the customer had incurred, and by
5 inserting unconscionable provisions in the purported releases mentioned above, such as requiring
6 unrepresented consumers to agree to indemnify Unilever from any claims for payment of
7 medical expenses by Medicare/Medicaid certain claims.
8

9 134. As a proximate and direct result of Defendant's misrepresentations and unlawful
10 and unconscionable commercial practices, Plaintiffs and members of the California Class have
11 been injured and suffered damages.
12

13 135. Pursuant to Section 1782(d) of the California Civil Code, Plaintiffs, on behalf of
14 themselves and the California Class, seek a Court order enjoining Defendant from such future
15 conduct and any other such orders that may be necessary to rectify the fraudulent, unlawful and
16 unconscionable commercial practices of Defendant, including requiring Defendant to fully and
17 appropriately recall the Product.
18

19 136. Plaintiff Reny, on behalf of herself and the California Class, including Plaintiff
20 Wells, has complied with California Civil Code Section 1782(a) by serving a preliminary notice
21 before filing a complaint for damages under the Consumers Legal Remedies Act, Cal. Civil Code
22 Section 1750, *et seq.* Thirty days have elapsed since Plaintiffs issued such a demand and
23 Defendant has failed to make an appropriate correction, repair, replacement or other remedy.
24

25 137. Pursuant to the provisions of Cal. Civ. Code Section 1780, Plaintiffs on behalf of
26 themselves and the California Class members seek injunctive relief, restitution, compensatory
27 and punitive damages pursuant to Cal. Civil Code Sections 1780, 1782(b) as requested herein,
28 and any other relief this Court deems appropriate.

COUNT VII

**Violation of Magnuson-Moss Act (15 U.S.C. Section 2301 *et seq.*)
Against Unilever Only**

138. Plaintiffs incorporate the above allegations by reference as though fully set forth herein.

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

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

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

142. 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.

143. Unilever expressly warranted to Plaintiffs and Class members that the Product was of merchantable quality and fit for the ordinary purpose for which smoothing kits are used.

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

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

146. Unilever refuses to recognize or honor its warranties. Unilever breached its express warranties as the defective Product was not of merchantable quality and failed to perform in the express purpose for which it was used.

1 without reasonable grounds for believing the representations were complete and accurate, by
2 omitting material information from consumers, and Defendants further breached their duty of
3 care by failing to fully and appropriately recall the Product.

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

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

10
11 **COUNT IX**

12 **Strict Liability**
13 **Against All Defendants**

14 156. Plaintiffs incorporate the above allegations by reference as though fully set forth
15 herein.

16 157. Defendants are producers, manufacturers, marketers and/or distributors of the
17 Product.

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

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

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

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

6 162. Defendants produced, manufactured, designed, marketed and/or distributed the
7 Product that was defective due to inadequate post-market warning or instruction because, after
8 Defendants knew or should have known of the risk of injury from the recalled Product,
9 Defendants failed to immediately provide adequate warnings to Plaintiffs and the California
10 public.
11

12 163. As the direct and legal result of the defective condition of the Product as
13 produced, manufactured, designed, marketed and/or distributed by Defendants, and of the
14 negligence, carelessness, other wrongdoing and actions of Defendants described herein,
15 Plaintiffs and the Class suffered damages.
16

17 **COUNT X**

18 **Unjust Enrichment**
19 **Against All Defendants**

20 164. Plaintiffs incorporate the above allegations by reference as though fully set forth
21 herein.

22 165. Plaintiffs and Class Members conferred a benefit on Defendants by purchasing
23 the Treatment.

24 166. Defendants have been unjustly enriched in retaining the revenues derived from
25 Class Members' purchases of the Treatment, which retention of such revenues under these
26 circumstances is unjust and inequitable because Defendants manufactured a defective Product,
27 and Unilever misrepresented the nature of the Product, misrepresented its ingredients, and
28

1 knowingly marketed and promoted a dangerous and defective Product, which caused injuries to
 2 Plaintiffs and the Class because they would not have purchased the Treatment based on the same
 3 representations if the true facts concerning the Product had been known.

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

7
 8 WHEREFORE, Plaintiffs, individually and on behalf of the Class of persons described
 9 herein, themselves and all others similarly situated, respectfully request the following relief:

- 10 A. An Order certifying the Class as defined above;
- 11 B. An award of restitution and other appropriate equitable relief;
- 12 C. An injunction against Unilever to enjoin it from conducting its business
 13 through the unlawful, unfair and fraudulent acts or practices set forth herein;
- 14 D. An Order setting aside the fraudulent releases obtained by Unilever;
- 15 E. An Order requiring Unilever to fully and appropriately recall the Product,
 16 to remove the claims on its website and elsewhere that the Product is safe to use, and to fully and
 17 properly disclose the safety risks associated with the Product to anyone who may still be at risk
 18 of buying and using the Product;
- 19 F. A jury trial and damages according to proof;
- 20 G. Reasonable attorney's fees and costs;
- 21 H. Civil penalties, prejudgment interest and punitive damages as permitted by
 22 law; and
- 23 I. Such other and further relief as the Court deems appropriate.
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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiffs, on behalf of themselves and on behalf of the Class, demand a trial by jury of all claims asserted in this Complaint so triable.

DATED: October 11, 2013

THE MEHDI FIRM, PC

/s/ Azra Z. Mehdi

AZRA Z. MEHDI

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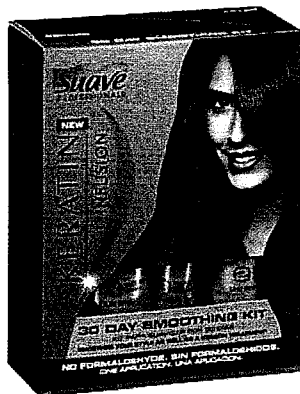
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EXHIBIT A



TO BE DELETED Suave Professionals Keratin Infusion 30 Day Smoothing Kit

Buy from Walmart

Shipping & Pickup

\$10.97

Not Available at this time

In stores

Check store availability for this product.

Price may vary

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, 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 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. 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 restores (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)

1
SMOOTH
CREAM

3.2 OZ (90 g)

2
CUT
SERUM

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 APLICACION.

IMPORTANT: READ SAFETY WARNINGS IMPORTANT: LEA LAS ADVERTENCIAS DE SEGURIDAD

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.

HOW DOES IT WORK?

Step 1: Smoothing Cream with keratin loosens, smoothenes, 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.

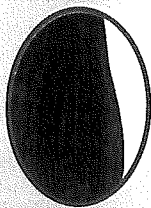
Step 3: Heat Defense Leave-In Conditioner provides ultimate moisturization to protect hair while heat styling. Formulated for use with blow dryers or flat irons for optimal shine and smoothness. Also, sold outside for continued use.

WHAT SHOULD YOU EXPECT?

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 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 processing 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'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.

Leer este aviso antes de comprar el producto.

Este producto contiene ácido tioglicólico. No lo utilice si ha tenido anteriormente una reacción a los productos que contienen ácidos tioglicólicos, los que se encuentran comúnmente en los productos para la permanente del cabello.

NO UTILIZAR SI:

- Su cuero cabelludo está irritado, ulcerado o lastimado.
- Su cabello tiene una permanente o está alisado químicamente con un producto similar a los utilizados para permanente. Utilícelo solamente para retocarse las raíces.
- Su cabello tiene rayitos 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 (incluso si son más oscuros 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 aclarado (incluidos reflejos y procesos de decoloración) causará daño al cabello, independientemente de cuándo lo hizo. Usted trata su cabello con henna o restauradores de color (tinturas metálicas).
- Su cabello ha sido alisado con alisadores que contienen lejía (hidróxido de sodio) o hidróxidos 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 varios 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 los menos 15 minutos. Si la irritación persiste, consultar a un médico.

DISCLAIMERS

* when tested in salon Vs. Bio Ionic® KeraSmooth® Keratin Treatment. Bio Ionic® and KeraSmooth® are registered trademarks of Eurasia Concepts, Inc. (in Los Angeles, CA)

**Vs. current Suave Professionals® Shampoos

Questions or Comments:

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

KERATIN INFUSIONSM

SMOOTHING 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 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

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, Cetrimonium Chloride, Hydrolyzed Keratin.

HEAT DEFENSE LEAVE-IN CONDITIONER

Ingredients/Ingredientes:

Water (Aqua), Cetearyl Alcohol, Cyclopentasiloxane, Dimethiconol, 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, Isopropyl Butylcarbamate, Mica (CI 77019), Titanium Dioxide (CI 77891), Iron Oxides (CI 77491).





KERATIN INFUSION

**30 DAY
SMOOTHING KIT**

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)



STEP 1:
Smoothing Cream



STEP 2:
Cuticle Seal Cream



STEP 3:
Heat Defense Leave-In Conditioner



A Pair
of Gloves



A Comb

REQUIRED ITEMS (NOT PROVIDED IN KIT)

- A Clock or Timer
- A Towel or Old T-shirt to Cover 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, or shown sensitivity to a perm or other cosmetic 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. This treatment also must 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'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 has been permed or chemically straightened with a perm type within the past 12 weeks – after which treatment should ONLY be performed as a root touch up.
- Your hair is highly damaged, extremely dry, 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.

PREPARATION

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.



STEP 1 – Smoothing Cream

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.



STEP 2 – Cuticle Seal Cream

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.



STEP 3 – Heat Defense Leave-In Conditioner

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



Unilever

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QUESTIONS & COMMENTS?
CALL 1-800-782-8301
83175239



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 es o cree ser alérgico al ácido hialgólico (utilizado comúnmente en los productos para la permanente del cabello).
- Ha tenido anteriormente una reacción o ha manifestado sensibilidad a un producto para permanente u otro producto cosmético.
- Usted se ha teñido el cabello en la última semana. En ese caso, espere por lo menos una semana después de la coloración para usar el producto.
- Su cabello tiene rayitos 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 (incluso si son más oscuros 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 aclarado (incluidas reflejos y procesos de decoloración) causará daño al cabello, independientemente de cuándo lo hizo.
- Usted trata su cabello con hebra o restauradoras de color (tinturas metálicas).
- Su cabello ha sido alisado con alisadores que contienen lejía (hidróxido de sodio) o hidróxido de litio, potasio o guanidina.
- Se ha hecho una permanente o se ha alisado el cabello químicamente con un producto similar a los utilizados para permanente en las últimas 12 semanas, después de las 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

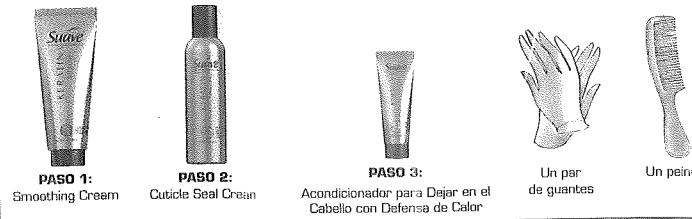
- Utilizar en un área bien ventilada.
- Evitar el contacto con los ojos. Si el producto entra en contacto con los ojos, enjuagar bien con abundante agua durante 15 minutos. Buscar atención médica si la molestia persiste.
- Utilizar solamente clips y cepillos plásticos. Quitar los anillos y demás alhajas. Evitar que el producto entre en contacto con el metal.
- Utilizar guantes protectores (incluidos) al usar este producto. Después de su uso, desechar el producto restante y lavarse las manos.
- Para evitar la irritación, no aplicar directamente sobre el cuero cabelludo ni la piel. Proteger la frente, las orejas y el cuello con vaselina. Si el producto entra en contacto con la piel, enjuague o quitar con una toalla húmeda.
- Este producto puede decolorar la ropa y demás telas.
- **Si su cabello está teñido:** Ya que este producto puede aclarar el cabello, sugerimos utilizar este producto 1-2 semanas antes de la tintura.

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 NECESARIOS (PROPORCIONÓ 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

PREPARACIÓN

Inmediatamente antes del tratamiento, lávese 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.

PASO 1 - Crema Suavizante

APLICACIÓN: No pase más de 10 minutos aplicando el producto. Úselo en un área bien ventilada; es normal que despidan 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 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. Sature 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/ralo/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.

PASO 2 - Crema para Sellar la Cutícula

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. Déjela 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.

PASO 3 - Acondicionador para Dejar en el Cabello con Defensa de Calor

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 teña el cabello ni se haga rayitos por una semana después de este tratamiento.
- Vuélvalo 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



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¿PREGUNTAS O COMENTARIOS?
CALL 1-800-782-8301

EXHIBIT C

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.

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

KODAKKANAL, 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

USEFUL LINKS

- Contact us
- AGM & voting
- Press releases
- Share price
- What's in our products?

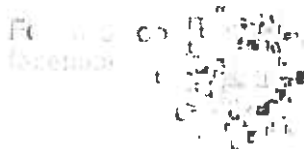
DOWNLOADS

- 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.

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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 Dm, 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 \(6.BMB\)](#)
[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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[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

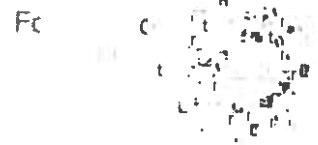
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CIVIL COVER SHEET

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 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CATHERINE RENY and JOSEPHINE WELLS

(b) County of Residence of First Listed Plaintiff Alameda
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
THE MEHDI FIRM, PC
One Market, Spear Tower, Suite 3600
San Francisco, CA 94105
(415) 293-8039

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 _____
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (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

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332(d)
Brief description of cause:
Personal injury – Product liability; Statutory and common law claim

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA

DATE

SIGNATURE OF ATTORNEY OF RECORD

10/11/2013

/s/ Azra Z. Mehdi

1 AZRA Z. MEHDI (220406)
2 THE MEHDI FIRM, PC
3 One Market
4 Spear Tower, Suite 3600
5 San Francisco, CA 94105
6 (415) 293-8039
7 (415) 293-8001 (fax)
8 azram@themehdifirm.com

9 Local Counsel for Plaintiffs and the [Proposed] Class

10 UNITED STATES DISTRICT COURT
11
12 NORTHERN DISTRICT OF CALIFORNIA

13 JOSEPHINE WELLS and CATHERINE
14 RENY, on Behalf of Themselves and All
15 Others Similarly Situated,

16 Plaintiffs,

17 vs.

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

21 Defendants.

) Case No.:

) CLASS ACTION

)
) DECLARATION OF AZRA Z. MEHDI
) PURSUANT TO CALIFORNIA CODE
) OF CIVIL PROCEDURE SECTION
) 1780(c)

1 I, Azra Z. Mehdi, hereby declare as follows:

2 1. I am the Principal of The Mehdi Firm, PC and am licensed to practice law in all
3 courts in the states of California and New York.

4 2. I am filing this declaration on behalf of plaintiff Josephine Wells in compliance
5 with Cal. Civ. Code §1780(c).
6

7 3. At all times alleged in the accompanying Class Action Complaint, plaintiff was
8 and currently is, a resident of California.

9 4. Plaintiff is currently a resident of Alameda County in California and Plaintiff's
10 purchase and use of the product at issue occurred within this District.

11 5. At all times alleged in the accompanying Class Action Complaint, defendants
12 Unilever United States, Inc., LEK Inc., and Conopco, Inc. d/b/a Unilever Home & Personal Care
13 USA, directly or indirectly do business by virtue of making available, distributing and selling
14 products at issue in this litigation in this District.
15

16 I declare under penalty of perjury under the laws of the United States of America that the
17 foregoing facts are true and correct. Executed this 11th day of October, 2013 at San Francisco,
18 California.
19

20 _____
21 /s/ Azra Z. Mehdi
22 AZRA Z. MEHDI
23
24
25
26
27
28