

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: AMLA LITIGATION

)
) Case No. 1:16-cv-06593 (JSR)

)
) **CLASS ACTION**

)
) DEMAND FOR JURY TRIAL
)

CONSOLIDATED AMENDED CLASS ACTION COMPLAINT

Plaintiffs Lavette Jacobs, Tiffany Raines, Sandi Turnipseed, Terri Oravillo, Delicia Taylor, Malinda Johnson, Alexis Holman, Tarsha Hankinson, RaShea Martin, Devon Harris, Tara Riles, and Kishta Finch (collectively, “**Plaintiffs**”), on behalf of themselves and all others similarly situated, bring this class action against Defendants, L’Oréal USA, Inc. and Soft Sheen-Carson, LLC (collectively, “**L’Oréal**” or “**Defendants**”), and allege on personal knowledge, investigation of their counsel, and on information and belief as follows:

INTRODUCTION

1. This is a class action brought by Plaintiffs, on behalf of themselves and other similarly situated persons, against L’Oréal USA, Inc. and Soft Sheen-Carson, LLC. Plaintiffs seek damages and equitable remedies for themselves and the putative Class (defined below), which includes consumers who purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxer (“**Amla Relaxer**” or “**the Product**”).

2. L’Oréal introduced the Amla Relaxer in 2013 through its subsidiary, Soft Sheen-Carson, which focuses on beauty products for African-American women. L’Oréal and its consumer products divisions specifically market Amla Relaxer to African-American women as

an “easy no-mix, no-lye relaxer kit that ensures an easier relaxing process for unified results and superior respect for hair fiber integrity.”

3. Defendants emphasize the ingredient Amla Oil, an antioxidant-rich oil derived from the Indian Amla fruit, which is purported to have a wide range of health benefits. In their marketing and advertising materials, Defendants represent that their Amla Legend products, which include Amla Relaxer, are a “secret ritual for hair rejuvenation,” and that “Amla oil’s intense moisture will rejuvenate every strand, leaving you with thicker-looking, healthier hair,” with “unique properties [that] prevent breakage, restore shine, manageability and smoothness.”

4. The Product, in fact, contains very little Amla Oil. Its active ingredients are potentially dangerous and toxic chemical irritants.

5. As described herein, an inherent design and/or manufacturing defect in Amla Relaxer causes significant hair loss and skin and scalp irritation, including burns and blistering (collectively, “**the Injuries**”).

6. The hair loss is not *de minimus*—consumers who suffer hair loss often lose a substantial percentage of their hair, and are left with bald spots and/or burns and scabs on their scalps. As a result, beyond the cost of the Product, consumers are forced to undertake a variety of costly efforts to regain their hair and mask the ill effects of the Product. Plaintiffs and putative Class Members have suffered injury in fact and loss of money and/or property as a result of using Amla Relaxer.

7. While Amla Relaxer is marketed as safe and gentle and containing no lye, it contains numerous caustic ingredients that can and do cause Injuries, including significant hair loss, skin and scalp irritation, burns and blistering, and may also compromise the immune system. Several of the Product ingredients have been banned or found unsafe for use in

cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. In addition, the Cosmetic Ingredient Review panel, which reviews and assesses the safety of ingredients used in cosmetics in the United States, found that Methylisothiazolinone is unsafe for use on the skin. As a result of the defective nature of Amla Relaxer, the Product is unfit for its intended use and purpose.

8. L'Oréal has known for years that its Product is dangerous and defective—yet it has taken no action to warn the public, recall the Product, or compensate the vast majority of its purchasers. Instead, it continues to falsely and fraudulently promote the Product's claimed safe and nourishing qualities. A host of consumer complaints on the Internet, including L'Oréal's own webpages, report that the Amla Relaxer results in disturbing and distressing injuries including hair loss and breakage, as well scalp irritation, blisters, and burns.

9. Defendants provide absolutely no disclosure or warning about these severe consequences of which Defendants have knowledge. Instead, Defendants make several assertions regarding the Product's purported safe and gentle qualities in their marketing and advertising materials, including that Amla Relaxer is a "rejuvenating ritual" that "refills as it relaxes for amazingly lively-looking hair", "protects [the] scalp & skin", has "anti-breakage" properties, provides "unified results and superior respect for hair fiber integrity," and contains a "powerful anti-oxidant rich in vitamins and minerals."

10. Moreover, instead of warning consumers of the detrimental effects of using Amla Relaxer, Defendants worked to conceal information regarding consumer injuries caused by the Product. Specifically, Defendants initiated private communications with consumers who posted online comments regarding Injuries resulting from their use of Amla Relaxer, and offered to pay for consumers' medical bills, wigs and other injury-related expenses resulting from the use of

Amla Relaxer. Following these private communications, which provided further notice to Defendants of the dangers associated with using Amla Relaxer, Defendants continued to market, distribute and sell Amla Relaxer with no warnings about the consequences of using the Product as directed by Defendants.

11. As a result of the inherent design and/or manufacturing defects of Amla Relaxer, Defendants knew or should have known that the Injuries caused by the Product constitute a breach of the Product warranties. Defendants knew or should have known that Plaintiffs and putative Class Members would suffer damages as a result of the Injuries caused by Amla Relaxer. Notwithstanding, Defendants concealed these facts from Plaintiffs and putative Class Members. Defendants' failure to disclose the inherent design and/or manufacturing defects of Amla Relaxer, which were known to Defendants and unknown to Plaintiffs and putative Class Members at the time of purchase, constitutes both an actionable misrepresentation and omission and an unfair, unlawful, fraudulent, and deceptive business practice.

12. Plaintiffs and putative Class Members have been damaged by Defendants' concealment and non-disclosure of the defective nature of Amla Relaxer because they were deceived and misled regarding the safety and value of the Product.

13. If Defendants had disclosed to Plaintiffs and putative Class Members that Amla Relaxer could cause and has caused Injuries when used as directed by Defendants, they would not have purchased the Product.

14. As a result of Defendants' misconduct, Plaintiffs and putative Class Members have suffered injury in fact, including economic damages.

15. All relevant decisions regarding the design, manufacture, marketing and sale of the AMLA Relaxer were made by Defendants at their corporate headquarters in New York. Defendants have long maintained substantial business operations in New York, New York.

PARTIES

16. Plaintiff Lavette Jacobs (“**Jacobs**”) is and was at all times relevant to this matter a resident of the state of Kentucky, currently residing in Lexington, Kentucky.

17. Plaintiff Tiffany Raines (“**Raines**”) is and was at all times relevant to this matter a resident of the state of Florida, currently residing in Jacksonville, Florida.

18. Plaintiff Sandi Turnipseed (“**Turnipseed**”) is and was at all times relevant to this matter a resident of the state of New York, currently residing in Washington, New York.

19. Plaintiff Terri Oravillo (“**Oravillo**”) is and was at all times relevant to this matter a resident of the state of California, currently residing in San Jose, California.

20. Plaintiff Delecia Taylor (“**Taylor**”) is and was at all times relevant to this matter a resident of Illinois, currently residing in Great Lakes, Illinois.

21. Plaintiff Malinda Johnson (“**Johnson**”) is and was at all times relevant to this matter a resident of the State of California, currently residing in San Diego, California.

22. Plaintiff Alexis Holman (“**Holman**”) is and was at all times relevant to this matter a resident of the state of Texas, currently residing in Houston, Texas.

23. Plaintiff Tarsha Hankinson (“**Hankinson**”) is and was at all times relevant to this matter a resident of the state of South Carolina, currently residing in Aiken, South Carolina.

24. Plaintiff RaShea Martin (“**Martin**”) is and was at all times relevant to this matter a resident of the state of Pennsylvania, currently residing in Philadelphia, Pennsylvania.

25. Plaintiff Devon Harris (“**Harris**”) is and was at all times relevant to this matter a resident of the state of Tennessee, currently residing in Memphis, Tennessee.

26. Plaintiff Tara Riles (“**Riles**”) is and was at all times relevant to this matter a resident of the state of Virginia, currently residing in Roanoke, Virginia.

27. Plaintiff Kishta Finch (“**Finch**”) is and was at all times relevant to this matter a resident of the state of Missouri, currently residing in Kansas City, Missouri.

28. Defendant L’Oréal USA, Inc. is a Delaware corporation. At all times relevant to this matter, L’Oréal USA, Inc. was a citizen of the state of New York with a principal place of business in New York, New York. At all times relevant to this complaint, L’Oréal USA, Inc. has transacted business in this judicial district and throughout the United States, including Florida, Kentucky, New York, California, Illinois, Texas, South Carolina, Tennessee, Virginia, and Missouri.

29. Defendant Soft Sheen-Carson, LLC is a New York domestic limited liability company. At all times relevant to this matter, Soft Sheen-Carson, LLC was a citizen of the state of New York with a principal place of business in New York, New York. At all times relevant to this complaint, Soft Sheen-Carson, LLC has transacted business in this judicial district and throughout the United States, including Florida, Kentucky, New York, California, Illinois, Texas, South Carolina, Tennessee, Virginia, and Missouri.

JURISDICTION AND VENUE

30. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and defendant

are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

31. This Court has personal jurisdiction over Defendants in this matter. The acts and omissions giving rise to this action occurred in the state of New York. Defendants have been afforded due process because they have, at all times relevant to this matter, individually or through their agents, subsidiaries, officers and/or representatives, operated, conducted, engaged in and carried on a business venture in this state and/or maintained an office or agency in this state, and/or sold products, committed a statutory violation within this state related to the allegations made herein, and caused injuries to Plaintiffs and putative Class Members, which arose out of the acts and omissions that occurred in the state of New York, during the relevant time period, at which time Defendants were engaged in business activities in the state of New York.

32. Under 28 U.S.C. § 1391, venue is proper in the Southern District of New York because Defendants conduct business in this District, maintain principal places of business in this District, and have intentionally availed themselves of the laws and markets within this District.

FACTS COMMON TO ALL CLASS MEMBERS

33. At all times relevant to this matter, Defendants created, developed, marketed, sold and distributed Amla Relaxer to consumers throughout the United States.

34. The SoftSheen-Carson brand is an outgrowth of L'Oréal's acquisitions in 1998 and 1999, and merger in 2000, of two leading African-American beauty product companies.

35. The Company touts its "legacy" on its website:

OUR LEGACY

For over 110 years Softsheen-Carson has provided beauty to all consumers of African descent with innovative, tailor-made, superior products and services.

Softsheen and Carson had a similar and powerful vision: to help people of color celebrate their unique, highly individual looks and styles, through the most innovative products, that have been specially designed for their needs. We at Softsheen-Carson continue this legacy, and have committed to stopping at nothing to give our consumers the largest array of scientifically advanced beauty tools.

Our broad and deep portfolio of brands, which are both rich with heritage and at the height of innovation, make us unique. By relying upon the depth of our scientific know-how, we are continually advancing our products in order to surpass the industry standards, making them the safest and most effective beauty products for our consumers.

We believe that everyone should be able to celebrate his or her own beauty with both confidence and flair. For people of color, this means that they should be able to express who they uniquely want to be, and how they uniquely want to look.

Here at Softsheen-Carson, we mix our heart, our soul, and our science into formulas that come through for the community that gave birth to us; helping men, women, and children of color to define and express beauty, on their own terms.

We believe in beauty without compromise!

INGREDIENT SCIENCE

With the help of scientists, biologists, and physicists at our laboratories, Softsheen-Carson has secured its place in the market as experts, conducting advanced research in order to bring our consumers safe, reliable, high quality products that are guaranteed to provide astonishing results.

Our unique and dedicated team of scientists and biologists has allowed us to develop advanced and extensive knowledge, making us the experts on hair and skin physiology for consumers of African descent on a worldwide scale. For this reason, all of the beauty products developed at the Softsheen-Carson laboratories are specifically dedicated and adapted to perfectly meet our consumers' beauty needs.

We are committed to being the world leader in afro-specific hair care, and continue to focus all of our energy on delivering state-of-the-art hair care technologies that our consumers can trust.¹

¹ <http://www.softsheen-carson.com/about-us> (last visited November 28, 2016).

Representations Regarding the Amla Relaxer

36. Amla Relaxer was first marketed, sold and distributed throughout the United States beginning in 2013. The Product is sold through the Soft Sheen-Carson website, and through other online and “brick and mortar” retailers, including Amazon, Wal-Mart, Target, CVS, Walgreens, Kroger, Sally Beauty Supply, and other mass drug and beauty supply stores nationwide.²

37. L’Oréal has partnered with reality television star Cynthia Bailey, actress Tracy Ellis Ross, and celebrity stylist Johnny Wright, in order to promote the Amla Legend collection.

38. In a 2013 press release for the Amla Legend collection, L’Oréal stated that “[w]hat makes Amla Oil so special and different from other oil extracts like Olive Oil or Argan Oil is that this super fruit is rich in vitamin C, proteins, minerals and anti-oxidants, which nourishes and revitalizes the scalp and hair fiber.” It stressed the ability of Amla Oil to “nourish and revitalize the scalp and hair fiber” and protect against “dryness, breakage, and dullness.”

39. Moreover, in connection with the marketing and promotion of Amla Relaxer, Defendants made the following representations via the Product’s Facebook page:

- “Try our new AMLA Legend No-Mix, No-Lye Relaxer for **a finish that leaves hair visibly fuller, silkier and nourished.**”³
- “For a relaxer infused with amla oil that **leaves your hair with more body and bounce** try our AMLA Legend Relaxer.”⁴

² SOFTSHEEN-CARSON, <http://www.softsheen-carson.com/optimum-salon-haircare/amla-legend-no-mix-no-lye-relaxer?upc=0752850088423> (last visited Aug. 18, 2016).

³ https://www.facebook.com/search/top/?q=aml%20relaxer&filters_rp_creation_time=%7B%22start_year%22%3A%222013%22%2C%22end_year%22%3A%222013%22%7D (last visited August 19, 2016) (emphasis added).

⁴ <https://www.facebook.com/AmlaLegend> (last visited May 13, 2016) (emphasis added).

- **“Retain body and gain amazing inner strength of fibers** using our new AMLA Legend Relaxer.”⁵
- **“Our new AMLA Legend Oil Infusion Cream Relaxer is our first no-mix, no-lye relaxer kit consisting of a lithium base infused with amla oil in each step enhancing nourishment and oil penetration to the hair.”**⁶

40. The Company markets its Amla Legend line as “a rejuvenating ritual for hair” and further states on its website:

AMLA LEGEND Rejuvenating Ritual is a range of lightweight haircare and styling products infused with a legendary beauty secret from India, Amla Oil. This luxurious hair oil is derived from the Amla super fruit, a symbol of good health in India.

The AMLA LEGEND haircare & styling ritual delivers intense moisture without weighing hair down. It's the line perfect for all types of textured hair, from loose to coily curls, to even damaged hair. Discover legendary strength and shine with AMLA LEGEND.⁷

41. Also on Defendants’ website, Defendants have promoted Amla Relaxer with the following representations:

- **“An easy no-mix, no-lye cream relaxer kit that ensures an easier relaxing process for unified results and superior respect for hair fiber integrity.** Our oil infusion technology is fast acting and long lasting.”⁸
- **“Superior straightening, amazing body & shine. Rejuvenate** with the 1st no-mix relaxer with amla oil.”⁹

⁵ <https://www.facebook.com/AmlaLegend> (last visited May 13, 2016) (emphasis added).

⁶ <https://www.facebook.com/AmlaLegend/photos/a.339409049451191.79225.322649884460441/473449459380482/> (last visited August 18, 2016).

⁷ <http://www.softsheen-carson.com/optimum-salon-haircare/amla-legend-rejuvenating-ritual/c/scl> (last visited November 28, 2016).

⁸ <https://web.archive.org/web/20150419014200/http://www.softsheen-carson.com/Optimum-Salon-Haircare/Amla-Legend-No-Mix-No-Lye-Relaxer?UPC=0752850088423> (last visited August 18, 2016) (emphasis added).

⁹ <https://web.archive.org/web/20150419014200/http://www.softsheen-carson.com/Optimum-Salon-Haircare/Amla-Legend-No-Mix-No-Lye-Relaxer?UPC=0752850088423> (last visited August 18, 2016) (emphasis added).

42. Websites selling the Product repeat these representations. For example, the Sally Beauty website states:

- No Mix, No-Lye Relaxer System For All Hair Types
- Infuses hydration and conditioning
- Intense detangling

Amla Legend Regular Relaxer ensures an easier relaxing process for untied results and superior respect of hair fiber & fiber integrity. Optimum Salon Haircare unveils its 1st Rejuvenating Ritual for your hair, infused with a legendary Indian beauty secret: Amla Oil. Amla is derived from the Amla Superfruit, and is known as a powerful anti-oxidant, rich in vitamins and minerals, and renowned for its natural rejuvenating properties of intense nourishment and conditioning.¹⁰

43. In addition, the Wal-Mart website contains the following representations regarding Amla Relaxer:

- “Optimum Salon Haircare unveils its first Rejuvenating Ritual for your hair, Optimum Amla Legend No-Mix, No-Lye Relaxer. It's infused with a legendary Indian beauty secret: amla oil. Amla is derived from the amla superfruit, and is known as a powerful anti-oxidant, rich in vitamins and minerals, and **renowned for its natural rejuvenating properties of intense nourishment and conditioning**. Experience the legendary power of amla oil!”¹¹
- “**Superior Straightening, Amazing Body & Shine** An easy no-mix, no-lye cream relaxer kit that ensures **an easier relaxing process for unified results and superior respect for hair fiber integrity**. Our oil infusion technology is fast acting and long lasting.”¹²

¹⁰http://www.sallybeauty.com/amla-regular-relaxer/SBS-688660,default,pd.html?utm_source=google&utm_medium=cpc&utm_campaign=SHO&cm_mmc=google-_-SHO-_-cpc-_-keyword&gclid=CNCsgeaHiNACFUZAghod15MH1A (last visited November 28, 2016).

¹¹<https://www.walmart.com/ip/Optimum-Amla-Legend-No-Mix-No-Lye-Relaxer/> 24548828 (last visited Aug. 18, 2016) (emphasis added).

¹²<https://www.walmart.com/ip/Optimum-Amla-Legend-No-Mix-No-Lye-Relaxer/> 24548828 (last visited Aug. 18, 2016) (emphasis added).

44. The packaging for Amla Relaxer also contains the following representations regarding the Product's purported attributes:

- “NO-LYE”
- “Refills to reveal visibly fuller, silkier hair”;
- “Refills as it relaxes for amazingly lively-looking hair”;
- “Optimum Salon Haircare unveils its 1st Rejuvenating Ritual for your hair, infused with a legendary Indian beauty secret: AMLA Oil”;
- “Amla is derived from the Amla Superfruit, and is known as a powerful anti-oxidant rich in vitamins and minerals, and renowned for its natural rejuvenating properties of intense nourishment and conditioning.”;
- “Protects Scalp and Skin”;
- “Infuses Hydration & Conditioning”;
- “Anti-Breakage”; and
- “Intense Conditioning.”





45. Lye relaxers can be abrasive and cause scalp irritation and chemical burns. By representing on the front of the Product packaging, in capitalized and bold letters, that Amla Relaxer has “NO-LYE,” Defendants led reasonable consumers to believe that Amla Relaxer is non-abrasive, safe and gentle, and will not cause Injuries, including scalp burning or irritation, and/or hair loss.

46. As L’Oréal is well aware, Amla Relaxer contains other ingredients that are as caustic, irritating, and dangerous as lye. Consumers seeking a product less irritating and harsh than lye were plainly deceived.

47. Amla Relaxer features Amla Oil (phyllanthus emblica fruit extract) only as the very last ingredient on its ingredient list. Many of the other listed ingredients are dangerous, caustic, and irritating chemicals:

SCALP PROTECTOR PRE-TREATMENT/PRÉ-TRAITEMENT PROTECTEUR: 42935 SS1 – PARAFFINUM LIQUIDUM / MINERAL OIL / HUILE MINÉRALE, DIETHYLHEXYL MALEATE, HYDROGENATED STYRENE/ISOPRENE COPOLYMER, ISOPROPYL MYRISTATE, HYDROGENATED STYRENE/BUTADIENE COPOLYMER, PHYLLANTHUS EMBLICA FRUIT EXTRACT F.I.L. D55084/2

NO-MIX RELAXER CREME/CRÈME DÉFRISANTE: 42932 SS4 – AQUA / WATER / EAU, PARAFFINUM LIQUIDUM / MINERAL OIL / HUILE MINÉRALE, PETROLATUM, CETEARYL ALCOHOL, POLYSORBATE 60, BUTYLENE GLYCOL, HEXYLENE GLYCOL, LITHIUM HYDROXIDE, PEG-75 LANOLIN, OLETH-10, COCAMIDOPROPYL BETAINE, PARFUM / FRAGRANCE, COCOS NUCIFERA OIL / COCONUT OIL, PHYLLANTHUS EMBLICA FRUIT EXTRACT F.I.L. D55324/1

NEUTRALIZING SHAMPOO / SHAMPOOING NEUTRALISANT: 42933 SS – AQUA / WATER / EAU, COCAMIDOPROPYL BETAINE, SODIUM LAURETH SULFATE, COCAMIDE MEA, POLYSORBATE 20, SODIUM CHLORIDE, PARFUM / FRAGRANCE, PHENOXYETHANOL, POLYQUATERNIUM-7, PPG-5-CETETH-10 PHOSPHATE, POTASSIUM SORBATE, PEG/PPG/POLYBUTYLENE GLYCOL-8/5/3 GLYCERIN, CITRIC ACID, BENZYL SALICYLATE, DISODIUM EDTA, BENZYL ALCOHOL, SODIUM BENZOATE, HEXYL CINNAMAL, PHENOL/SULFONEPHTHALEIN, PHYLLANTHUS EMBLICA FRUIT EXTRACT, SODIUM HYDROXIDE F.I.L. D55088/2

CONDITIONER / APRÈS SHAMPOOING: 42934 SS1 – AQUA / WATER / EAU, GLYCERIN, CETEARYL ALCOHOL, POLYQUATERNIUM-37, PROPYLENE GLYCOL, DICAPRYLATE/DICAPRATE, PHENOXYETHANOL, BEHENTRIMONIUM METHOSULFATE, PARFUM / FRAGRANCE, AMODIMETHICONE, PPG-1 TRIDECETH-6, STEARYL DIMETHICONE, BENZYL SALICYLATE, CHLORHEXIDINE DIHYDROCHLORIDE, TRIDECETH-6, BENZYL ALCOHOL, HEXYL CINNAMAL, CETRIMONIUM CHLORIDE, CI 19140 / YELLOW 5, CI 15985 / YELLOW 6, PHYLLANTHUS EMBLICA FRUIT EXTRACT F.I.L. D55085/2

OIL MOISTURIZER / D'HUILE HYDRATANTE: 42936 SS1 – AQUA / WATER / EAU, PARAFFINUM LIQUIDUM / MINERAL OIL / HUILE MINÉRALE, GLYCERIN, PETROLATUM, CETEARYL ALCOHOL, CERA MICROCRISTALLINA / MICROCRYSTALLINE WAX / CIRE MICROCRISTALLINE, PEG-100 STEARATE, GLYCERYL STEARATE, PARFUM / FRAGRANCE, PHENOXYETHANOL, POLYSORBATE 60, XANTHAN GUM, DIMETHICONE, PANTHENOL, BENZYL SALICYLATE, BENZYL ALCOHOL, HEXYL CINNAMAL, 2-OLEAMIDO-1, 3- OCTADECANEDIOL, METHYLISOTHIAZOLINONE, CI 19140 / YELLOW 5, LIMONENE, CI 15985 / YELLOW 6, PHYLLANTHUS EMBLICA FRUIT EXTRACT F.I.L. D55052/2

48. Several of the Product ingredients have been banned or found unsafe for use in cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. In addition, the Cosmetic Ingredient Review panel, which reviews and assesses the safety of ingredients used in cosmetics in the United States, found that Methylisothiazolinone is unsafe for use on the skin.

49. The emphasized statements discussed above are false, deceptive and/or misleading. In reality, Amla Relaxer can and does cause Injuries, including burning, skin irritation and hair loss, when used in accordance with the instructions provided with the Product as directed by Defendants.

Complaints Regarding the Amla Relaxer

50. Defendants know, or should know, of the caustic and dangerous nature of Amla Relaxer. There are hundreds of consumer complaints on the Internet, including on Defendants' Facebook page, about the Product causing burning and hair loss. These consumer complaints date back to 2013, shortly after the Product was released to the public:

- **“Your Amla Legend relaxer is very bad, it broke my hair really bad, i am goin to advise my friends not to even try it. I have been using Dark n Lovely products for years and they work realy well so i thought id try the new Amla Legend product. My hair broke so bad that i was tempted**

to cut it, left a bald patch on my right side. Wow i will never use this product ever.” – Facebook post, September 18, 2013.¹³

- “I applied Amla Legend Rejuvenating Ritual Relaxer about two hours ago, and **I had hair that was somewhere between shoulder length and armpit length. I followed all of the instructions very carefully, but when I was shampooing and rinsing, I realized that very large clumps of my hair were falling out.** Now, after finishing the shampoo/conditioning process, **I have almost no hair in the front of my head, where I used to have medium-length hair.** I also have to go to my daughter's graduation tomorrow night, and now I have a hair disaster with a large bald spot [] I’m making this post to warn others about their new relaxer, and make sure that on one has to cut off all of their hair like I have to now. **As for SoftSheen-Carson, I hope you discontinue the product, and give everyone who bought it a warning and refund!!! I will warn all of my friends to stay away from your Amla Legend Relaxer unless they ant large bald spots in their hair!!! PLEASE DON’T BUY AMLA LEGEND REJUVENATING RITUAL RELAXER!!!**” – Facebook post, June 6, 2013.
- “Amla Legend this relaxer you have for ALL hair types should be taken OFF every shelf known to mankind! **This is not a relaxer! It is some kind of chemical that will take a woman's hair out from the ROOTS!** I was using your rejuvenating oil you have & my hair seemed to be growing but I still used a kiddie relaxer. Well a week ago TODAY I went to my local Walgreen's but they were out of those & I made the BIGGEST MISTAKE OF MY LIFE by buying YOUR relaxer & **NOW I have to wear weave,** which I HATE, but because **the relaxer took my hair completely out from the ROOTS** I have NO OTHER CHOICE! I HAVE more bald spots THEN HAIR! I am VERY UPSET & DISAPPOINTED in YOUR product because THANK GOD my sister is the Google Queen & she pulled up reviews & **y’all have COMPLAINTS on THIS ONE relaxer from 2013! WHY would you still have this product on ANY shelves!** I bet Tracee Eliss Ross (or however she spells it) doesn’t know she’s representing **a company that is LITERALLY SCALPING black women!** I PROMISE YOU I will TELL EVERYONE I KNOW NOT TO YUSE YOUR RELAXER! & YES I WILL BE CONTACTING YOUR COMPANY AS SOON AS I FIGURE OUT HOW!” – AMLA Legend Facebook post, July 4, 2015.
- “I bought the Amla Legend Relaxer and I didn't look up reviews first. **Within minutes, literally 3 or 4, my head was on fire!!! There is so many bad reviews on this relaxer! Other users experienced extreme**

¹³ AMLA LEGEND Facebook posts are located at: <https://www.facebook.com/AmlaLegend/> (last visited Aug. 18, 2016).

chemical burns and major fall out! I just hope mine doesn't fall out! Wayyyyy to strong. Will NEVER buy again!" – Facebook post, October 4, 2015.

- **DO NOT USE**

My hair is falling out! It left really bad chemical burns on my scalp. My hair is forever damaged! This is the worst hair product I've ever used. I can't even run my fingers through my hair without have a hand of hair afterwards – Amazon Review, September 24, 2013¹⁴

- **DO NOT BUY! I WITNESSED HAIR FALLING OUT...** My aunt used this product for the first time and she immediately complained of burning so she washed it out without smoothing. Her hair was falling out as she neutralized. I immediately stepped in to help her. Used all the neutralizer included in the box and more of what we had already. Applied egg and later deep conditioned minutes later to stop it. No luck. she has three quarter size bad spots in the back and crown area of her head! Her long hair is destroyed. It's been several months since she relaxed prior to using this product and there were no other chemicals!!! **DO NOT USE THIS PRODUCT.** She does not have a sensitive scalp and she don't scratch so there's no reason this relaxer should have burned as it did so quickly!!! After relaxing own hair over 20 years between visits to the salon this has never happen!!! I do not recommend this product!!!! Stick to what you know. Any relaxer that's for all hair types is not a safe relaxer I learned!

Signed,

A ziplock full of hair – Amazon Review, March 20, 2013

- **All my hair fell**

I purchased this product and applied as instructed. **The product immediately started tingling. I thought it was strange but less than 30 seconds later there was intense burning. I did not even manage to get through half of my head, unfortunately I had already applied the product to the entire front. I immediately began to rinse and apply the neutralizer. My hair was falling out in clumps as I rinsed. All I could do was cry. Because of the balding I cannot go out without a wig.**

I didn't even have to product on my head over 7 minutes before it caused unimaginable damage. I urge all users or potential users to do their

¹⁴ Amazon complaints can be found at: https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm_cr_ar_p_d_hist_1?filterByStar=one_star&pageNumber=1 and Walgreens complaints can be found at: <https://www.walgreens.com/store/c/optimum-salon-haircare-aml-a-legend-relaxer/ID=prod6185721-product#!>

research and stay away from this product. There should be an immediate recall and lawsuit – Amazon Review, September 14, 2016

- **There really needs to be a class action lawsuit!**

I take good care of my hair. **I now have damaged hair that varies from bra strap length to two inches clumps in some areas to bald patches in others.** My hairline looks like Naomi Campbell's. I didn't think the damage would be this great because I have used optimum no lye relaxers for years but **my hair fell out in clumps beginning about 1 week after retouching with this relaxer and it continued to fall out until it is now ready for a new retouch (9 weeks later).** I literally had visual black burns and scabs around my hairline immediately after. **I'm afraid to wash my hair because of how much hair I will see going into the trash and drain.** Rio hair didn't even cause as much damage as this relaxer did to my hair. I don't understand how it is still on the shelves! – Amazon Review, September 15, 2013

- **Totally Destructive Product!!**

This is absolutely the worst relaxer product on the market! I had a beautiful grade of hair, very healthy, & long. I was so proud of my hair until I decided to use this product for a touch up. As I rinsed the relaxer from my hair, I opened my eye because my hair seemed to be thinner on my head. Upon doing that, I noticed that **my hair was just flowing down the drain! So much so that the drain stopped up due to the hair loss!! One would have thought that I had undergone Chemo treatment. After rinsing, my hair came out by the handful!** This process went on for a month! Finally after the use of Aphogee products, Carol's Daughter Monoi line, & Lee Stafford products my hair is on the mend. It took about 2 months for me to go to a salon for coloring & trimming of my ends. I will be suing Sof Sheen Carson regarding the product liability that they have for marketing this horrible destructive product! – Amazon Review, August 22, 2015

- **IT REALLY BURNS!!!**

I used the product about 6 months ago. When my stylist applied it. It started burning really quickly. I do not have a sensitive scalp and have use other products in the past including their previous relaxer "Optimum" and it was great. But this no mix formula is not for me. Also **my hair has been shedding so badly since I used it that I am at the point of cutting it and going natural. I have always had full thick and healthy hair. I am so disappointed** – Amazon Review, “9 months ago” – approx. Feb 2016

- **“I have never experienced burns like the burns from this product. buy**

the time I walked up the stairs to the bathroom it was unbearable. I pray

my skin returns to normal and they should be sued.” – Amazon Review, April 26, 2013

- “Do NOT buy if you love your hair.”
 “A little background: I'm 30 years old, with medium to fine high-density hair. I've been relaxing my own hair since I was 19, and prior to that, my mother did my relaxers. Always relaxed my hair once every 3-4 months because I could always manage my new growth. I've never had any issues with breakage/falling out, anything at all after relaxing my hair.”
 “Until now.”
 “Note above that I said I had some high-density hair. So even though my hair is medium to fine, I had a heck of a lot of hair (think Chaka Khan, seriously). **After using the ENTIRE bottle of neutralizer, when I went to detangle after conditioning, my hair started coming out in chunks. Just, chunks of hair coming out. It's a week later, and my hair is still coming out. And I'm not talking about breakage, I'm talking about the entire strand is coming out from the root (and I have armpit length hair).** So now, I'm taking every step I can to preserve the length and get my density back since I now have extremely thinned out hair...” – Amazon Review, April 26, 2013.
- “PLEASE DO NOT BUY THIS RELAXER!!! THIS IS THE WORST RELAXER I HAVE EVER USED!!! **IT CAUSED SEVERE DAMAGE TO MY HAIR AND I AM NOW DEALING WITH BALDING AND SHEDDING FOR THE FIRST TIME IN MY LIFE!!!** DO NOT USE OPTIMUM AMLA RELAXER IF YOU WANT TO KEEP YOUR HAIR!!! I ALMOST NEVER POST REVIEWS BUT AFTER USING THIS PRODUCT I FEEL COMPELLED TO WARN OTHER WOMEN ABOUT THIS PRODUCT!!! I AM GOING TO TELL EVERYONE I KNOW TO STAY AWAY FROM THIS CRAP IN A JAR!!! TO THE MAKERS OF THIS PRODUCT: YOU SHOULD BE ASHAMED BUT THANKS FOR HELPING ME MAKE UP MY MIND TO GO NATURAL!!!! I WILL NEVER USE ANY SOFT SHEEN PRODUCTS EVER AGAIN!!! IF I COULD SUE I WOULD!!!” – Amazon Review, May 6, 2013.
- “Don't use it! My 26 year old daughter is upstairs crying her eyes out because her **hair is gone**. And I (her mother) relaxed it for her. We **followed directions she has been relaxing for years**. We did not leave it on too long. She **now has no hair on the sides or back of her head**. **Even with the scalp protector and vaseline around her edges No Hair and her scalp is burned badly I did notice a lot of hair loss during rinsing** but never imagined this. Stay away from this product I didn't know how to do no stars so I did one but for us it's a big fat 0 stars.” – Amazon Review, September 27, 2013.

- “This product will make your hair fall out. **I only had it on for about 10 min and my hair was breaking off in chunks. Whatever is left on my head is soo damaged I feel like it all needs to be cut off.** A class action lawsuit should be filed.” – Amazon Review, December 22, 2014.
- “Do not use!!!! Usually when I use relaxers it's to loosen the curl I have. **This relaxer is like pure lye!!!!** I have a short hair cut, took only 6 minutes to apply and **immediately my scalp was burning so bad I was in tears!** My bathroom to my kitchen sink is literally 20ft, I had to put the water to the coldest setting to get relief. Thank God I'm a hair stylist and know what to do to repair my hair!!!! This is the worst product Optimum has ever put out. The relaxers before were good but this one is trash. The alma styling products are good but the relaxer.....TERRIBLE.” – Amazon Review, June 15, 2015.

“First I must say that I had shoulder length hair before using this relaxer! I bought this relaxer from Walmart due to the "no mix" in hopes of a quicker process. **This relaxer took my haircut in clumps. It is now 3 weeks later and my hair is still coming out! I have bald spots in the back of my head and I will now have to cut my hair off and start all over. If you love your hair please DO NOT buy this product.**” – Amazon Review, October 11, 2015.

“DO NOT USE THIS PRODUCT!!!! I BOUGHT THIS RELAXER FROM A SALLY BEAUTY SUPPLY IN TEXAS. **MY HAIR IS EXTREMEY DAMAGED. I HAVE A BALD SPOT IN THE CROWN OF MY HEAD, MY HAIR HAS COME OUT AROUND MY EDGES AND NAPE AREA AND THROUGHOUT MY HAIR I HAVE SHORT DAMAGED SPOTS. I WEAR MY HAIR SHORT AND NOW I HAVE ALMOST NO HAIR. I NOW HAVE TO WEAR WIG. I AM DEVASTATED!!!!**” – Amazon Review, March 19, 2016.

(Emphasis added).

The Defendants' Failure to Warn

51. Despite notice and knowledge of the Injuries caused by Amla Relaxer via the numerous consumer complaints Defendants have directly received and which are publicly available on the Internet, Defendants have failed and/or refused to provide an adequate remedy for the systemic Injuries caused by the Product. Defendants have not recalled the Product or warned consumers about the dangers associated with using the Product as directed by

Defendants. Instead, on occasions when consumers have reported Injuries, Defendants have covertly offered to pay consumers' medical expenses caused by using the Product as directed by Defendants, along with conditioning treatments and wigs to cover the resulting hair loss. In short, rather than address the systemic problems inherent to the Product, Defendants pay off – or attempt to pay off – individual consumers and cover up the problems, while continuing to market, distribute and sell the Product without warning consumers about the severe and known consequences of using the Product as directed by Defendants.

52. Because the FDA has limited enforcement ability to regulate cosmetic companies under the Food, Drug & Cosmetic Act, 21 U.S.C. § 301, consumers, including Plaintiffs and Class Members, are at the mercy of cosmetic companies who have the autonomy to decide whether to manufacture and distribute safe products. Here, Plaintiffs and Class Members relied, to their detriment, on Defendants, who opted to manufacture and distribute a hair product that is defective in design and/or manufacture. This practice must stop, and Defendants must be subjected to meaningful consequences for their abhorrent conduct.

53. As a result of the false, deceptive and misleading statements on the Product packaging and in corresponding marketing materials, including material omissions regarding the dangerous and unsafe nature of the Product, Plaintiffs and putative Class Members purchased Amla Relaxer with no reason to know or suspect the dangers associated with using the Product as directed by Defendants. Not until Injuries occurred would a putative Class Member have reason to know or suspect that Amla Relaxer is defective.

54. Unknown to Plaintiffs and putative Class Members at the time of purchase, and known to Defendants, Amla Relaxer contains caustic ingredients or combination of ingredients that causes Injuries upon proper application.

55. Defendants are aware that, when used as instructed, the Product causes Injuries due to a known material design or manufacturing defect. Despite Defendants' longstanding knowledge, Defendants failed to take reasonable steps to disclose to and/or warn Plaintiffs and putative Class Members of the dangers associated with the use of Amla Relaxer.

56. As the direct and proximate result of Defendants' false, deceptive and/or misleading statements, and material omissions, Plaintiffs and putative Class Members have suffered injury in fact and a loss of money or property through the out-of-pocket costs expended to purchase Amla Relaxer, as well as the costs of mitigating the Injuries sustained as a result of using the Product as directed by Defendants.

57. By marketing, selling and distributing Amla Relaxer to consumers throughout the United States, Defendants made actionable statements that Amla Relaxer was free of defects in design and/or manufacture, and that it was safe and fit for its ordinary intended use and purpose. Further, Defendants concealed what they knew or should have known about the safety risks resulting from the material defects in design and/or manufacture of the Product.

58. Defendants made the above-described actionable statements, and engaged in the above-described omissions and concealments with knowledge that the representations were false, deceptive and/or misleading, and with the intent that consumers rely upon such omissions and concealments. Alternatively, Defendants were reckless in not knowing that these representations and material omissions were false and/or misleading at the time they were made.

PLAINTIFFS' FACTUAL ALLEGATIONS

a. Plaintiff Jacobs' Experience

59. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Jacobs purchased Amla Relaxer from

Sally Beauty Company in Lexington, Kentucky on June 9, 2016, and applied the Product on the same day.

60. Plaintiff Jacobs specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

61. As a result of Defendants' misrepresentations and omissions, Plaintiff Jacobs purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Jacobs would not have purchased Amla Relaxer if she knew of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

62. At no time did Defendants provide Plaintiff Jacobs with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

63. Plaintiff Jacobs followed the application instructions on the Product packaging, as directed by Defendants.

64. Upon using Amla Relaxer as directed by Defendants, Plaintiff Jacobs' scalp began to burn and her hair began to fall out. She continues to have hair loss and layers of her hair are missing.

65. Shortly after applying the Product and experiencing scalp burning and hair loss, Plaintiff Jacobs contacted Defendants via telephone to inform them of her experience using Amla Relaxer and her resulting injuries. During the telephone call, Defendants informed Plaintiff Jacobs that there was nothing they could or would do, and that her hair would grow back.

66. Ultimately, Plaintiff Jacobs was forced to cut her hair and undertake expensive solutions to her hair loss, including hair extensions to cover the hair loss. To date, Plaintiff Jacobs' hair has not fully grown back.

b. Plaintiff Raines' Experience

67. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative and gentle qualities, Plaintiff Raines purchased Amla Relaxer from a Walgreens in Green Cove Springs, Florida in August 2014, and applied the Product on August 23, 2014.

68. Plaintiff Raines specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair

69. As a result of Defendants' representations and omissions, Plaintiff Raines purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Raines would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

70. Plaintiff Raines had previously used relaxer products, which never caused hair loss or serious injuries like those she suffered as a result of using Amla Relaxer as directed by Defendants.

71. At no time did Defendants provide Plaintiff Raines with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

72. Plaintiff Raines followed the application instructions on the Product packaging, as directed by Defendants.

73. Upon using Amla Relaxer as directed by Defendants, Plaintiff Raines' hair began to fall out in clumps within minutes. Plaintiff Raines also experienced scalp burning and irritation.

74. Ultimately, Plaintiff Raines was forced to cut her hair and undertake expensive solutions to mitigate her hair loss. Specifically, she purchased Keranique® brand hair regrowth products for which she paid \$159.00 plus tax, shipping and handling. After these products proved unsuccessful, she then paid for hair extensions to cover the hair loss. To date, Plaintiff Raines' hair has still not fully grown back.

75. Plaintiff Raines' hair loss is demonstrated in the following pictures:



c. Plaintiff Turnipseed's Experience

76. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative and gentle qualities, Plaintiff Turnipseed purchased Amla Relaxer from a Wal-Mart in Newburgh, New York in March 2016, and applied the Product in early June 2016.

77. Plaintiff Turnipseed specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

78. As a result of Defendants' representations and omissions, Plaintiff Turnipseed purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Turnipseed would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

79. At no time did Defendants provide Plaintiff Turnipseed with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

80. Plaintiff Turnipseed followed the application instructions on the Product packaging, as directed by Defendants.

81. Upon using Amla Relaxer as directed by Defendants, Plaintiff Turnipseed's scalp, forehead and skin began to burn within minutes. In addition, her hair then fell out in clumps. Scabs, which were noticeable to others, quickly formed on her scalp and forehead and took weeks to heal.

d. Plaintiff Oravillo's Experience

82. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Terri Oravillo purchased Amla Relaxer from a CVS in San Jose, California in October 2014, and had a professional hair stylist apply the Product that same day.

83. Plaintiff Oravillo specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

84. As a result of Defendants' representations and omissions, Plaintiff Oravillo purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Oravillo would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

85. At no time did Defendants provide Plaintiff Oravillo with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

86. Plaintiff Oravillo followed the application instructions on the Product packaging, as directed by Defendants.

87. Upon using Amla Relaxer as directed by Defendants, Plaintiff Oravillo's scalp began to weep and burn. About two-thirds of her scalp was burned and a scab formed over that area. When the scabs began to heal, her hair fell out in clumps. Plaintiff Oravillo lost nearly 90% of her hair, and she developed a bald spot on the top of her head.

88. Ultimately, Plaintiff Oravillo was forced to undertake expensive solutions to mitigate her hair loss, including the purchase of wigs to cover the hair loss. To date, Plaintiff Oravillo's hair has not fully grown back.

89. Plaintiff Oravillo contacted Defendants shortly after this incident. In response, on November 21, 2014, Defendants wrote a letter to Plaintiff Oravillo offering to pay for her medical expenses caused by using the Product as directed by Defendants. On November 24, 2014, Defendants wrote another letter to Plaintiff Oravillo apologizing for the experience she had with the Product and offered to pay for three conditioning treatments to help restore the condition of her hair. Plaintiff did not accept these offers, in large part because the conditioning treatment would not have been effective on her nearly bald head.

90. Shortly after the incident, Plaintiff Oravillo visited her physician for treatment from the chemical burns and hair loss that she received as a result of using AMLA Relaxer.

e. Plaintiff Taylor's Experience

91. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Taylor purchased Amla Relaxer from a beauty supply store in Great Lakes, Illinois for approximately \$11-12, in June 2015.

92. Plaintiff Taylor specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

93. As a result of Defendants' representations and omissions, Plaintiff Taylor purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Taylor would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

94. At no time did Defendants provide Plaintiff Taylor with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

95. Plaintiff Taylor followed the application instructions on the Product packaging, as directed by Defendants.

96. Upon using Amla Relaxer as directed by Defendants in January of 2016, Plaintiff Taylor noticed immediate and excruciatingly painful scalp irritation. She immediately felt like the Product was giving her chemical burns.

97. Shortly after she finished applying and rinsing out the Product, Plaintiff Taylor began noticing her hair falling out on her pillow. Plaintiff Taylor had never noticed hair falling out on her pillow prior to application of the Product.

98. Plaintiff Taylor continued to suffer from scalp irritation as a result of her use of the Product. She attempted to soothe the irritation by using oils and balms, but the irritation continued. The irritation then turned into sores. These sores then became bald spots.

99. Plaintiff Taylor accordingly continued to notice her hair rapidly and unnaturally thinning. In addition to her rapidly developing bald spots, Plaintiff Taylor's hair became brittle and would begin to break and split. Ultimately, Plaintiff Taylor lost so much hair that she was forced for the first time in her life to start wearing wigs.

100. Plaintiff Taylor's hair has still not recovered. She continues to have irritation, redness, hair breakage, and thinning hair as a result of her use of the Product. She feels ashamed, embarrassed, and humiliated on a daily basis as a result of her unnatural and premature baldness.

101. Plaintiff Taylor has been using various perm products throughout her adult life and also attended beauty school for a time. Thus, Plaintiff Taylor is familiar with the process of applying and maintaining hair relaxers and other perm products. At no time prior to 2015 has Plaintiff Taylor had a negative reaction to using hair relaxers or other perm products or hair treatments.

102. Following are some pictures of Plaintiff Taylor's hair prior to June of 2015, with a normal, healthy head of hair:



103. Pictures of the effects of the Product on Plaintiff Taylor's hair are startling.



f. Plaintiff Johnson's Experience

104. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Johnson purchased Amla Relaxer from a CVS store in 2013.

105. Plaintiff Johnson specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

106. As a result of Defendants' representations and omissions, Plaintiff Johnson purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Johnson would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

107. At no time did Defendants provide Plaintiff Johnson with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

108. Plaintiff Johnson followed the application instructions on the Product packaging, as directed by Defendants.

109. Upon using Amla Relaxer as directed by Defendants, Plaintiff Johnson noticed immediately that her scalp was hot.

110. Plaintiff Johnson suffered severe chemical burns and lost a significant amount of hair. As a result, Plaintiff Johnson wore wigs for 2.5 years.

111. Plaintiff Johnson's hair finally started growing back after several years but to this day, her hair is still very thin (she refers to her hair as "see through" thin).

112. Plaintiff Johnson visited a dermatologist and was told there was nothing she could do because she suffered a chemical burn.

g. Plaintiff Holman's Experience

113. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Holman purchased the Amla Relaxer from a Kroger store in Texas in or about August 2015.

114. Plaintiff Holman specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

115. As a result of Defendants' representations and omissions, Plaintiff Holman purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Holman would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

116. At no time did Defendants provide Plaintiff Holman with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

117. Plaintiff Holman followed the application instructions on the Product packaging, as directed by Defendants.

118. Upon using Amla Relaxer as directed by Defendants, the Product "fried" Plaintiff Holman's hair. As a result of using the Product, Plaintiff Holman had bald spots, which took roughly 6 months to grow in, and had to cut all her hair off.

119. Plaintiff Holman had previously used relaxer products, which had not caused hair loss or injury.

h. Plaintiff Hankinson's Experience

120. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Hankinson purchased the Amla Relaxer from a Sally Beauty Supply store in South Carolina in the Fall of 2015.

121. Plaintiff Hankinson specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

122. As a result of Defendants' representations and omissions, Plaintiff Hankinson purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Hankinson would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

123. At no time did Defendants provide Plaintiff Hankinson with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

124. Plaintiff Hankinson followed the application instructions on the Product packaging, as directed by Defendants.

125. Upon using Amla Relaxer as directed by Defendants, Plaintiff Hankinson's hair began to come out instantly. In addition, the Product caused large burns on the back of her head and she lost about half of her hair in the back.

126. It took approximately 6 months for Plaintiff Hankinson's hair to grow back.

127. Plaintiff Hankinson had previously used relaxer products, which had not caused hair loss or injury.

i. Plaintiff Martin's Experience

128. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Martin purchased the Amla Relaxer at a Walmart in 2014.

129. Plaintiff Martin specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

130. As a result of Defendants' representations and omissions, Plaintiff Martin purchased Amla Relaxer because she reasonably believed that the Product was safe and would be

gentle on her hair. Plaintiff Martin would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

131. At no time did Defendants provide Plaintiff Martin with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

132. Plaintiff Martin followed the application instructions on the Product packaging, as directed by Defendants.

133. Upon using Amla Relaxer as directed by Defendants, Plaintiff Martin experienced chemical scalp burns and significant hair loss.

134. Plaintiff Martin's bald spots, which occurred as a result of her use of the Product, have still not grown back in fully.

j. Plaintiff Harris' Experience

135. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Harris purchased the Amla Relaxer in the Spring of 2015.

136. Plaintiff Harris specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

137. As a result of Defendants' representations and omissions, Plaintiff Harris purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Harris would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

138. At no time did Defendants provide Plaintiff Harris with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

139. Plaintiff Harris followed the application instructions on the Product packaging, as directed by Defendants.

140. Upon using Amla Relaxer as directed by Defendants, Plaintiff Harris immediately experienced a hot burning sensation in her hair.

141. Plaintiff Harris started to “shed,” a process which lasted several weeks and resulted in the loss of a good portion of her hair (which is still slowly growing back).

142. Plaintiff Harris had previously used relaxer products, which had not caused hair loss or injury.

k. Plaintiff Riles’ Experience

143. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Riles purchased the Amla Relaxer from a Walmart store in Virginia approximately 6 months before the initial filing of this matter (April or May 2016).

144. Plaintiff Riles specifically purchased Amla Relaxer because she believed that the Product’s no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

145. As a result of Defendants’ representations and omissions, Plaintiff Riles purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Riles would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

146. At no time did Defendants provide Plaintiff Riles with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

147. Plaintiff Riles followed the application instructions on the Product packaging, as directed by Defendants.

148. Upon using Amla Relaxer as directed by Defendants, Plaintiff Riles immediately experienced a burning of her scalp.

149. Plaintiff Riles lost a significant amount of hair and must now utilize a hair weave.

150. Plaintiff Riles had previously used relaxer products, which had not caused hair loss or injury.

I. Plaintiff Finch's Experience

151. After viewing advertisements and Product packaging for Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Finch purchased Amla Relaxer from Sonya Beauty Supply in Grandview, Missouri in June 2016.

152. Plaintiff Finch specifically purchased Amla Relaxer because she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair.

153. As a result of Defendants' representations and omissions, Plaintiff Finch purchased Amla Relaxer because she reasonably believed that the Product was safe and would be gentle on her hair. Plaintiff Finch would not have purchased the Amla Relaxer had she known of its propensity to cause Injuries, including scalp burning, irritation, and hair loss.

154. At no time did Defendants provide Plaintiff Finch with any warnings concerning the potential dangers and hazards of using Amla Relaxer as directed by Defendants.

155. Plaintiff Finch followed the application instructions on the Product packaging, as directed by Defendants.

156. Upon using Amla Relaxer as directed by Defendants, Plaintiff Finch's scalp became irritated. Shortly thereafter, Plaintiff Finch's hair began to fall out in patches, and Plaintiff Finch was forced to purchase hair extensions to cover the damage.

157. Following is a picture of Plaintiff Finch's hair shortly after applying the Product to her hair:



CLASS ACTION ALLEGATIONS

158. Plaintiffs bring this action on their own behalf, and on behalf of the following Class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the Class is defined as:

All purchasers of Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxer in the United States or its territories between January 1, 2013 and the present.

159. Excluded from the Class are (a) any person who purchased Amla Relaxer for resale and not for personal or household use, (b) any person who signed a release of any

Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding Judge in the Lawsuit, as well as the Judge's staff and their immediate family members.

160. Plaintiffs reserve the right to amend the definition of the Class if discovery or further investigation reveals that the Class should be expanded or otherwise modified.

161. Plaintiffs also bring this action on their own behalf, and on behalf of the following Subclasses pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), 23(b)(3) and/or 23(c)(4). Specifically, the Subclasses are defined as:

New York Subclass

All persons who reside in the state of New York and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Florida Subclass

All persons who reside in the state of Florida and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Kentucky Subclass

All persons who reside in the state of Kentucky and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

California Subclass

All persons who reside in the state of California and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend

Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Illinois Subclass

All persons who reside in the state of Illinois and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

South Carolina Subclass

All persons who reside in the state of South Carolina and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Pennsylvania Subclass

All persons who reside in the state of Pennsylvania and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Tennessee Subclass

All persons who reside in the state of Tennessee and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Texas Subclass

All persons who reside in the state of Texas and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Virginia Subclass

All persons who reside in the state of Virginia and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present.

Missouri Subclass

All persons who reside in the state of Missouri and purchased Soft Sheen-Carson Optimum Salon Haircare® brand Amla Legend Rejuvenating Ritual Relaxers between January 1, 2013 and the present

162. Excluded from the Subclasses are (a) any person who purchased Amla Legend Relaxer for resale and not for personal or household use, (b) any person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding Judge in the Lawsuit, as well as the Judge's staff and their immediate family members.

163. Plaintiffs reserve the right to amend the definitions of the Subclasses if discovery or further investigation reveals that the Subclasses should be expanded or otherwise modified.

164. **Numerosity.** Class Members are so numerous and geographically dispersed that joinder of all Class Members is impracticable. While the exact number of Class Members remains unknown at this time, upon information and belief, there are thousands, if not hundreds of thousands, of putative Class Members. Class Members may be notified of the pendency of this action by mail and/or electronic mail, which can be supplemented if deemed necessary or appropriate by the Court with published notice.

165. **Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist as to all Members of the Class and predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

- a. Whether Defendants failed to comply with their warranties;

- b. Whether Defendants' conduct constitutes a breach of applicable warranties;
- c. Whether Amla Legend Relaxer causes burning, scalp irritation and/or hair loss upon using the Product as directed by Defendants;
- d. Whether Amla Legend Relaxer contains design defects;
- e. Whether Amla Legend Relaxer is defective in its manufacture;
- f. Whether and when Defendants knew or should have known that Amla Legend Relaxer causes burning, scalp irritation and/or hair loss upon using the Product as directed by Defendants;
- g. Whether Defendants were unjustly enriched by the conduct described herein;
- h. Whether Defendants' acts, omissions or misrepresentations of material facts constitute fraud;
- i. Whether Defendants' acts, omissions or misrepresentations of material facts violated certain state deceptive practice acts, including those of California, Kentucky, Florida, New York, Illinois, South Carolina, Pennsylvania, Tennessee, Texas, Virginia, and/or Missouri;
- j. Whether Defendants' acts, omissions or misrepresentations of material facts make them liable to Plaintiffs and the putative Class for negligence and strict products liability;
- k. Whether Plaintiffs and putative Class Members have suffered an ascertainable loss of monies or property or other value as a result of Defendants' acts, omissions or misrepresentations of material facts;
- l. Whether Plaintiffs and putative Class Members are entitled to monetary damages and, if so, the nature of such relief; and

m. Whether Plaintiffs and putative Class Members are entitled to equitable, declaratory or injunctive relief and, if so, the nature of such relief.

166. Pursuant to Rule 23(b)(2), Defendants have acted or refused to act on grounds generally applicable to the putative Class, thereby making final injunctive or corresponding declaratory relief appropriate with respect to the putative Class as a whole. In particular, Defendants have designed, manufactured, marketed, sold and/or distributed a defective Product, which Defendants know or should have known causes Injuries to consumers upon using the Product as directed by Defendants, and provided no disclosure or warning to consumers regarding these severe consequences.

167. **Typicality.** Plaintiffs' claims are typical of the claims of the Members of the putative Class and respective Subclasses, as each putative Class and Subclass Member was subject to the same common, inherent defect in the Product. Plaintiffs share the aforementioned facts and legal claims or questions with putative Class and Subclass Members, and Plaintiffs and all putative Class and Subclass Members have been similarly affected by Defendants' common course of conduct alleged herein. Plaintiffs and all putative Class and Subclass Members sustained monetary and economic injuries including, but not limited to, ascertainable loss arising out of Defendants' breach of warranties and other wrongful conduct as alleged herein.

168. **Adequacy.** Plaintiffs will fairly and adequately represent and protect the interests of the putative Class and respective Subclasses. Plaintiffs have retained counsel with substantial experience in handling complex class action litigation, including complex questions that arise in this type of consumer protection litigation. Further, Plaintiffs and their counsel are committed to the vigorous prosecution of this action.

169. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of the present controversy for at least the following reasons:

- a. The damages suffered by each individual putative Class Member do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct;
- b. Even if individual Class Members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed;
- c. The claims presented in this case predominate over any questions of law or fact affecting individual Class Members;
- d. Individual joinder of all putative Class Members is impracticable;
- e. Absent a Class, Plaintiffs and putative Class Members will continue to suffer harm as a result of Defendants' unlawful conduct; and
- f. This action presents no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiffs and putative Class Members can seek redress for the harm caused by Defendants.

170. In the alternative, the Class may be certified for the following reasons:

- a. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudication with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants;
- b. Adjudications of individual Class Members' claims against Defendants would, as a practical matter, be dispositive of the interests of other putative Class Members

who are not parties to the adjudication and may substantially impair or impede the ability of other putative Class Members to protect their interests; and

- c. Defendants have acted or refused to act on grounds generally applicable to the putative Class, thereby making appropriate final and injunctive relief with respect to the putative Class as a whole.

CAUSES OF ACTION

COUNT I
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301, et seq.)
(On behalf of the Nationwide Class)

171. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

172. Plaintiffs assert this cause of action on behalf of the Nationwide Class.

173. Defendants sold Amla Relaxer as part of their regular course of business.

174. Plaintiffs and putative Class Members purchased Amla Relaxer either directly from Defendants or through authorized retailers such as Amazon, Wal-Mart, Walgreens and/or Sally Beauty Supply, among others.

175. The Magnuson–Moss Warranty Act (“**MMWA**”), 15 U.S.C. §§ 2301, *et seq.*, provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

176. Amla Relaxer is a “consumer product” as that term is defined by 15 U.S.C. § 2301(1), as it constitutes tangible personal property which is distributed in commerce and which is normally used for personal, family or household purposes.

177. Plaintiffs and Members of the putative Class are “consumers” and “buyers” as defined by 15 U.S.C. § 2301(3), since they are buyers of the Product for purposes other than

resale.

178. Defendants are entities engaged in the business of making and selling cosmetics, either directly or indirectly, to consumers such as Plaintiffs and the putative Class. As such, Defendants are “suppliers” as defined in 15 U.S.C. § 2301(4).

179. The amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interest and costs) computed on the basis of all claims asserted in this lawsuit. Further, the class includes over 100 individuals.

180. Defendants made promises and representations in an express warranty provided to all consumers, which became the basis of the bargain between Plaintiffs, putative Class Members and Defendants. Defendants expressly warranted that the Product was fit for its intended purpose by making the express warranties that the Product is an “anti-breakage” and “intense conditioning” “rejuvenating ritual” that is “rich in vitamins in minerals” and which “[r]efills to reveal visibly fuller, silkier hair”, “protects scalp & skin” and “infuses hydration & conditioning”. However, rather than protect scalp, skin and hair, as Defendants warranted, Amla Relaxer actually damages skin, scalp, and hair.

181. Defendants’ aforementioned written affirmations of fact, promises and/or descriptions, as alleged, are each a “written warranty.” The affirmations of fact, promises and/or descriptions constitute a “written warranty” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(6). Defendants likewise provided implied warranties within the meaning of the MMWA.

182. Defendants breached the applicable warranty because Amla Relaxer suffers from latent and/or inherent defects that cause substantial Injuries, rendering Amla Relaxer unfit for its intended use and purpose. This defect substantially impairs the use, value and safety of the

Product.

183. The latent and/or inherent defects at issue herein existed when Amla Relaxer Products left Defendants' possession or control and were sold to Plaintiffs and putative Class Members. The defects were not discoverable by Plaintiffs and putative Class Members at the time of their purchase of the Product.

184. All conditions precedent to seeking liability under this claim for breach of express warranty have been performed by or on behalf of Plaintiffs and others in terms of paying for the goods at issue. Defendants were placed on reasonable notice of the defect in their Products and their breach of the warranty, and have failed to cure the defects for Plaintiffs and putative Class Members, despite having several years to do so.

185. Shortly after applying the Product and experiencing scalp burning and hair loss, Plaintiff Jacobs contacted Defendants to inform them of her user experience and injuries caused by Amla Relaxer. However, Defendants informed her there was nothing they could or would do, and that her hair would grow back. Defendants were provided further notice of the problems with Amla Relaxer through the numerous complaints received directly from Plaintiffs and putative Class Members. As a result, any requirement to provide notice has been satisfied and/or rendered futile by Defendants' refusal to take action to provide appropriate remedies.

186. Defendants breached their express warranties as Amla Relaxer did not contain the properties it was represented to possess.

187. Defendants' breaches of warranties have caused Plaintiffs and putative Class Members to suffer Injuries, pay for a defective Product, and enter into transactions they would not have entered into for the consideration paid. As a direct and proximate result of Defendants' breaches of warranties, Plaintiffs and putative Class Members have suffered damages and

continue to suffer damages, including economic damages in terms of the cost of Amla Relaxer and the cost of efforts to mitigate the damages caused by using the Product.

188. As a result of Defendants' breaches of these express and implied warranties, Plaintiffs and putative Class Members are entitled to legal and equitable relief including damages, costs, attorneys' fees, rescission, and all such other relief deemed appropriate, for an amount to compensate them for not receiving the benefit of their bargain. Plaintiffs and the putative Class therefore seek and are entitled to recover damages and other legal and equitable relief, injunctive relief and costs and expenses (including attorneys' fees based upon actual time expended), as provided in 15 U.S.C. § 2310(d).

COUNT II
BREACH OF EXPRESS WARRANTY
(On behalf of the State Subclasses)

189. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

190. Plaintiffs assert this cause of action on behalf of the State Subclasses.

191. Uniform Commercial Code §2-313 provides that an affirmation of fact or promise made by the seller to the buyer which relates to the goods becomes part of the basis of the bargain and creates an express warranty that the goods shall conform to the promise. As discussed herein, Defendants warranted that Amla Relaxer would not harm scalp, skin or hair.

192. Plaintiffs and Class Members formed contracts with Defendants at the time Plaintiffs and Class Members purchased Amla Relaxer. The terms of the contracts include the promises and affirmations of fact and express warranties made by Defendants about Amla Relaxer.

193. Defendants' marketing and advertising materials constitute express warranties, which became part of the basis of the bargain, and are part of a standardized contract between

Plaintiffs and the other Members of the Class, on the one hand, and Defendants on the other.

194. Plaintiffs and the Class Members were exposed to statements concerning the safety of Amla Relaxer for scalp, skin and hair and expressly relied upon them.

195. These statements were not true, as Amla Relaxer causes the Injuries described herein.

196. Defendants breached the terms of their contracts with Plaintiffs and Class Members, including the express warranties, by not providing the products as advertised.

197. At all times relevant hereto, New York (N.Y. U.C.C. Law §2-313); as well as, Illinois, Kentucky, Florida, California, South Carolina, Pennsylvania, Tennessee, Texas, Missouri, and Virginia have codified and adopted the provisions of the Uniform Commercial Code governing the express warranty of merchantability: Ill. Comp. Stat. Ann. 5/2-313; Ky. Rev. Stat. Ann. §355.2-313; Fla. Stat. §672.313; Cal. Com. Code §2313; S.C. Code Ann. §36-2-313; 13 Pa. Cons. Stat. §2313; Tenn. Code Ann. §47-2-313; Va. Code Ann. §8.2-313; and Mo. Ann. Stat. §400.2-313.

198. As a result of Defendants' breaches of their warranties, Plaintiffs and the Class have been damaged as set forth herein.

199. All conditions precedent to Defendants' liability, including notice, have been satisfied, as set forth herein.

200. The latent and/or inherent design and/or manufacturing defects at issue herein existed when the Product left Defendants' possession or control and was sold to Plaintiffs and the Class and Subclass Members. The defects were not discoverable by Plaintiffs and the Class and Subclass Members at the time of their purchase of the Product.

201. As the manufacturers, suppliers, and/or sellers of the Product, Defendants had

actual knowledge of the breach, and given the nature of the breach, i.e. false representations regarding the Product, Defendants necessarily had knowledge that the representations made were false, deceptive and/or misleading.

202. Defendants were provided further notice of the Product defects and the breach of warranties via the hundreds of consumer complaints, including complaints from putative Class Members, posted on the Internet.

203. Plaintiffs and Class Members were injured as a direct and proximate result of Defendants' breach because they would not have purchased the Product if they had known the true facts and the Product did not have the characteristics, quality, or value as promised.

COUNT III
BREACH OF CONTRACT/Common Law Warranty
(On behalf of the New York Subclass)

204. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

205. Plaintiff Turnipseed asserts this cause of action on behalf of herself and the New York Subclass.

206. To the extent Defendants' commitment is deemed not to be a warranty under New York's Uniform Commercial Code, Plaintiffs plead in the alternative under common law warranty and contract law.

207. Plaintiff Turnipseed and New York Subclass Members purchased Amla Relaxer either directly from Defendants or through authorized retailers such as Amazon, Wal-Mart, Walgreens and/or Sally Beauty Supply, among others.

208. Defendants expressly warranted that the Product was fit for their intended purpose in that the Product was an "anti-breakage" and "intense conditioning" "rejuvenating ritual" that is "rich in vitamins in minerals" and which "[r]efills to reveal visibly fuller, silkier hair",

“protects scalp & skin” and “infuses hydration & conditioning”.

209. Defendants made the foregoing express representations and warranties to all consumers, which became the basis of the bargain between Plaintiff Turnipseed, New York Subclass Members and Defendants.

210. Defendants breached this warranty and/or contract obligation by placing the Product into the stream of commerce and selling it to consumers, when it does not contain the properties it was represented to possess. Rather, Amla Relaxer suffers from latent and/or inherent design and/or manufacturing defects that cause substantial Injuries, rendering Amla Relaxer unfit for its intended use and purpose. These defects substantially impair the use, value and safety of the Product.

211. The latent and/or inherent design and/or manufacturing defects at issue herein existed when Amla Relaxer left Defendants’ possession or control and was sold to Plaintiff Turnipseed and New York Subclass Members. The defects were not discoverable by Plaintiff Turnipseed and New York Subclass Members at the time of their purchase of the Product.

212. As a direct and proximate cause of Defendants’ breach of contract, Plaintiff Turnipseed and the New York Subclass Members were harmed because they would not have purchased the Product if they knew the truth about the Product.

COUNT IV
NEGLIGENT DESIGN AND FAILURE TO WARN
(On behalf of the Nationwide Class and/or State Subclasses)

213. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

214. Plaintiffs assert this cause of action on behalf of the Nationwide Class and/or the State Subclasses.

215. At all times material to this action, Defendants were responsible for designing,

formulating, testing, manufacturing, inspecting, packaging, marketing, distributing, supplying and/or selling Amla Relaxer to Plaintiffs and putative Class Members.

216. At all times material to this action, Plaintiffs and putative Class Members' use of Amla Relaxer in a manner that was intended and/or reasonably foreseeable by Defendants involved a substantial risk of sustaining Injuries.

217. At all times material to this action, the risk of sustaining Injuries was known or should have been known to Defendants in light of the generally recognized and prevailing knowledge available at the time of manufacture and design.

218. Defendants knew—or by the exercise of reasonable care should have known—that Amla Relaxer would have and did have the alleged design defects.

219. Amla Relaxer is not a “rejuvenating ritual” as described on the package. Rather, it is composed of caustic ingredients, several of which have been banned or found unsafe for use in cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. In addition, the Cosmetic Ingredient Review panel, which reviews and assesses the safety of ingredients used in cosmetics in the United States, found that Methylisothiazolinone is unsafe for use on the skin. Defendants knew, or should have known, that these ingredients were caustic and could cause scalp burning, irritation and hair loss. Defendants nonetheless failed to disclose this vital information to consumers.

220. Defendants knew that Plaintiffs and putative Class Members—who used Defendants' Amla Relaxer for its intended use and as directed by Defendants—were members of a foreseeable class of persons who were and are at risk of suffering serious inconvenience and expense solely because of the design defects.

221. Defendants, as the producers, manufacturers, distributors and/or sellers of Amla

Relaxer, had a duty to exercise reasonable care for the safety of Plaintiffs and putative Class Members who were using the Product as directed by Defendants. At the time Defendants produced, manufactured, distributed, and/or sold Amla Relaxer, they owed a non-delegable duty to persons like Plaintiffs and putative Class Members to exercise ordinary and reasonable care to properly design Amla Relaxer, and they had a continuing duty to warn about the dangers and hazards associated with the intended use of the Product, as described herein.

222. Defendants have received hundreds or more consumer complaints of Injuries resulting from use of the Product. Upon learning of these complaints, a further duty arose to provide a warning to consumers that use of the Product as intended could result in Injuries.

223. Notwithstanding the aforementioned duty, Defendants were negligent by one or more of the following acts or omissions in that Defendants:

- a. Failed to give adequate warnings to purchasers and users of Amla Relaxer, including Plaintiffs and Class Members, regarding the risks and potential dangers of using the defective Product as directed by Defendants;
- b. Failed to recommend and/or provide proper cautions and warnings to ensure the safety of Plaintiffs and putative Class Members;
- c. Failed to investigate or adequately investigate the safety hazards associated with the intended use of Amla Relaxer;
- d. Negligently designing a Product with serious safety hazards and risks; and
- e. Overstated the benefits and/or minimized the risks associated with use of the Product.

224. Defendants knew, or by the exercise of reasonable care, should have known of the inherent design defects and resulting dangers associated with using Amla Relaxer as directed by

Defendants, and knew that Plaintiffs and Class Members could not reasonably be aware of those risks. Defendants failed to exercise reasonable care in providing Class Members with adequate warning.

225. As a direct and proximate result of Defendants' negligent design and failure to adequately warn consumers that use of Amla Relaxer could cause Injuries, Plaintiffs and putative Class Members have suffered damages as set forth herein.

226. Plaintiffs and putative Class Members have not committed any contributory negligence.

COUNT V
NEGLIGENCE – FAILURE TO TEST
(On behalf of the Nationwide Class and/or State Subclasses)

227. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

228. Plaintiffs assert this cause of action on behalf of the Nationwide Class and/or the State Subclasses.

229. At all times material to this action, Defendants were responsible for designing, formulating, testing, manufacturing, inspecting, packaging, marketing, distributing, supplying and/or selling Amla Relaxer to Plaintiffs and putative Class Members.

230. Defendants did not perform adequate testing on Amla Relaxer, which was defectively designed, formulated, tested, manufactured, inspected, distributed, marketed, supplied and/or sold to Plaintiffs and the Class.

231. Adequate testing would have revealed the serious deficiencies in the Amla Relaxer in that it would have revealed the substantial hair loss and scalp damaged occasioned by use of the Products.

232. Defendants had, and continue to have, a duty to exercise reasonable care to properly design—including the duty to test—the Product that they introduce into the stream of commerce.

233. Defendants breached these duties by failing to exercise ordinary care in the design and testing of Amla Relaxer, which they introduced into the stream of commerce, because Defendants knew or should have known that the Product causes substantial hair loss and other health damages.

234. Defendants knew or reasonably should have known that Class Members such as Plaintiffs would foreseeably suffer economic damages or injury and/or be at an increased risk of suffering damage and injury, as a result of their failure to exercise ordinary care in the design of Amla Relaxer by failing to conduct appropriate testing.

235. By reason of the foregoing, Plaintiffs and the Class experienced and/or are at risk of experiencing financial damage and injury.

236. As a direct and proximate result of Defendants' failure to test Amla Relaxer designed, formulated, manufactured, inspected, distributed, marketed, warranted, advertised, supplied and/or sold by Defendants, Plaintiffs and the Class have suffered damages.

COUNT VI
STRICT PRODUCT LIABILITY
(On behalf of the Nationwide Class and/or State Subclasses)

237. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

238. Plaintiffs assert this cause of action on behalf of the Nationwide Class and/or the State Subclasses.

239. At all times material to this action, Defendants were responsible for designing, formulating, testing, manufacturing, inspecting, packaging, marketing, distributing, supplying

and/or selling Amla Relaxer to Plaintiffs and putative Class Members.

240. Amla Relaxer is sold through the Soft Sheen-Carson website and other retailers, including Amazon, Wal-Mart, Target, CVS, Kroger Walgreens, Sally Beauty Supply, and other mass drug and beauty supply stores nationwide.

241. As described herein, Amla Relaxer possessed a defect in manufacturing in that the formula can and does cause substantial Injuries upon using the Product as directed by Defendants.

242. The defect in the Product existed at the time the Product left Defendants' possession and was introduced into the stream of commerce.

243. The Product caused Injuries to Plaintiffs and putative Class Members in that it caused and or causes substantial scalp burning, irritation and hair loss, as described herein.

244. Plaintiffs and putative Class Members' use of Amla Relaxer occurred in a manner that was reasonably foreseeable to Defendants.

COUNT VII
FRAUD

(On behalf of the Nationwide Class and/or State Subclasses)

245. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

246. Plaintiffs assert this cause of action on behalf of the Nationwide Class and/or the State Subclasses.

247. As alleged herein, Defendants knowingly made material misrepresentations and omissions regarding the Product on their website and in Product advertisements.

248. Defendants made these material misrepresentations and omissions in order to induce Plaintiffs and putative Class Members to purchase the Product.

249. Rather than inform consumers about the dangers and hazards associated with

using Amla Relaxer, Defendants represented the Product as a “rejuvenating ritual” that “refills as it relaxes for amazingly lively-looking hair” that “protects [the] scalp & skin,” has “anti-breakage” properties, provides “unified results and superior respect for hair fiber integrity” and contains a “powerful anti-oxidant rich in vitamins and minerals.” Defendants further represent their Amla Legend products, including Amla Relaxer, as a “secret ritual for hair rejuvenation,” that “will rejuvenate every strand, leaving you with thicker-looking, healthier hair,” with “unique properties [that] prevent breakage, restore shine, manageability and smoothness.”

250. Amla Relaxer is not a “rejuvenating ritual” as described on the package. Rather, it is composed of caustic ingredients, several of which have been banned or found unsafe for use in cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. In addition, the Cosmetic Ingredient Review panel, which reviews and assesses the safety of ingredients used in cosmetics in the United States, found that Methylisothiazolinone is unsafe for use on the skin.

251. Defendants knew Amla Relaxer was not a “rejuvenating ritual” that “preserv[ed] hair fiber integrity” and “prevent[ed] breakage,” but nevertheless made such representations through its marketing, advertising and product labeling. In reliance on these and other similar representations, Plaintiffs and putative Class Members were induced to, and did pay monies, to purchase the Product.

252. Had Plaintiffs known the truth about the dangers and hazards associated with Amla Relaxer, they would not have purchased the Product.

253. As a proximate result of the fraudulent conduct of Defendants, Plaintiffs and the putative Class paid monies to Defendants through their regular retail sales channels, to which Defendants are not entitled, and have been damaged in an amount to be proven at trial.

COUNT VIII
UNJUST ENRICHMENT
(On behalf of the Nationwide Class and/or State Subclasses)

254. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

255. Plaintiffs assert this cause of action on behalf of the Nationwide Class and/or the State Subclasses.

256. Plaintiffs and putative Class Members conferred a benefit on Defendants when they purchased Amla Relaxer, of which Defendants had knowledge. By their wrongful acts and omissions described herein, including selling Amla Relaxer with latent defects and insufficient warnings, Defendants were unjustly enriched at the expense of Plaintiffs and putative Class Members.

257. Plaintiffs' detriment and Defendants' enrichment were related to and flowed from the wrongful conduct challenged in this Complaint.

258. Defendants have profited from their unlawful, unfair, misleading, and deceptive practices at the expense of Plaintiffs and putative Class Members under circumstances in which it would be unjust for Defendants to be permitted to retain the benefit. It would be inequitable for Defendants to retain the profits, benefits, and other compensation obtained from their wrongful conduct as described herein in connection with selling Amla Relaxer.

259. Plaintiffs and putative Class Members have been damaged as a direct and proximate result of Defendants' unjust enrichment because they would not have purchased Amla Relaxer on the same terms or for the same price had they known of the dangers and hazards associated with use of the Product.

260. Defendants either knew or should have known that payments rendered by Plaintiffs and putative Class Members were given and received with the expectation that Amla

Relaxer was safe for use as intended. It is inequitable for Defendants to retain the benefit of payments under these circumstances.

261. Plaintiffs and putative Class Members are entitled to recover from Defendants all amounts wrongfully collected and improperly retained by Defendants.

262. When required, Plaintiffs and Class Members are in privity with Defendants because Defendants' sale of Amla Relaxer was either direct or through authorized sellers. purchase through authorized sellers is sufficient to create such privity because such authorized sellers are Defendants' agents for the purpose of the sale of Amla Relaxer.

263. As a direct and proximate result of Defendants' wrongful conduct and unjust enrichment, Plaintiffs and putative Class Members are entitled to restitution of, disgorgement of, and/or imposition of a constructive trust upon all profits, benefits, and other compensation obtained by Defendants for their inequitable and unlawful conduct.

COUNT IX
VIOLATIONS OF STATE CONSUMER LAWS
(On Behalf of the Separate Statewide Consumer Law Classes)

264. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

265. Plaintiffs and members of the statewide Consumer Law Classes ("**Class Members**") for purposes of this claim) are consumers who purchased Amla Relaxer primarily for personal, family or household purposes.

266. Defendants engaged in the conduct alleged in this Complaint; specifically, transactions intended to result, and which did result, in the sale of goods or services to consumers, including Plaintiffs and Class Members.

267. Amla Relaxer is a good within the meaning of the state consumer protection laws

identified below.

268. Plaintiffs and Class Members are persons or consumers as defined by the state consumer protection laws identified below.

269. Defendants are engaged in consumer transactions, and the subject acts, omissions and transactions are consumer transactions affecting trade and commerce, as defined by the state consumer protection laws identified below. At all times material to this action, Defendants' acts, practices and omissions were done in the course of Defendants' business of designing, formulating, testing, manufacturing, inspecting, packaging, marketing, distributing, supplying, offering for sale and selling Amla Relaxer to Plaintiffs and Class Members throughout the United States.

270. Defendants' deceptive and misleading acts and practices alleged in this Complaint, including their omissions, were material, in part, because they concerned an essential part of the Product's functionality and safety.

271. Defendants omitted material facts regarding the dangers and hazards associated with Amla Relaxer by failing to disclose that the Product can cause and has caused substantial Injuries when used as intended.

272. Rather than warn consumers about the dangers and hazards associated with Amla Relaxer, Defendants represent the Product as a "rejuvenating ritual" that "refills as it relaxes for amazingly lively-looking hair", that "protects [the] scalp & skin", has "anti-breakage" properties, provides "unified results and superior respect for hair fiber integrity" and contains a "powerful anti-oxidant rich in vitamins and minerals." Defendants further represent their Amla Legend product line, including Amla Relaxer, as a "secret ritual for hair rejuvenation," that "will rejuvenate every strand, leaving you with thicker-looking, healthier hair" with "unique properties

[that] prevent breakage, restore shine, manageability and smoothness.”

273. Amla Relaxer is not a “rejuvenating ritual” as described on the package. Rather, it is composed of caustic ingredients, several of which have been banned or found unsafe for use in cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. In addition, the Cosmetic Ingredient Review panel, which reviews and assesses the safety of ingredients used in cosmetics in the United States, found that Methylisothiazolinone is unsafe for use on the skin. Defendants did not disclose this information to consumers.

274. Defendants’ conduct constitutes unfair methods of competition and unfair, deceptive, immoral, unethical, oppressive, unconscionable and/or unlawful acts or practices (collectively, “**Deceptive Trade Practices**”) that are substantially injurious to consumers, in violation of the state consumer protection laws identified below.

275. Specifically, Defendants engaged in the following misconduct in violation of the state consumer protection laws identified below:

- a. Defendants designed, formulated, manufactured, inspected, packaged, marketed, distributed, supplied and/or sold Amla Relaxer when they knew, or should have known, that it was materially defective and could cause and has caused substantial Injuries, including scalp burning, irritation and hair loss when used as intended;
- b. Defendants knew the defect in Amla Relaxer was unknown to and would not be easily discovered by Plaintiffs and Class Members, and would defeat their ordinary, foreseeable and reasonable expectations concerning the performance of the Product;

- c. Defendants failed to warn or disclose to consumers that Amla Relaxer could cause and has caused substantial scalp burning, irritation and hair loss when used as intended; and
- d. Defendants continued to market and sell Amla Relaxer to Plaintiffs and Class Members when they knew, or should have known, that it was materially defective and could cause and has caused substantial Injuries, including scalp burning, irritation and hair loss when used as intended.

276. By engaging in such Deceptive Trade Practices, Defendants have violated state consumer laws, including those that prohibit:

- a. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- b. representing that goods and services are of a particular standard, quality or grade, if they are of another;
- c. omitting material facts regarding the goods and services sold;
- d. engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding;
- e. unfair methods of competition;
- f. advertising the product with intent not to sell it as advertised;
- g. unfair, deceptive, unconscionable, and/or unlawful acts or practices; and/or;
- h. similar prohibitions under the state consumer laws identified below.

277. Defendants' deceptive trade practices violate the following state consumer protection statutes:

- a. The California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*,

and the California Unfair Competition Law, Cal. Bus. and Prof. Code, § 17200, *et seq.*;

- b. The Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.204(1), *et seq.*;
- c. The Illinois Consumer Fraud and Deceptive Trade Practices Act, 815 Ill. Stat. § 505/2, *et seq.*, and the Illinois Uniform Deceptive Trades Practices Act, 815 Ill. Stat. §§ 510/2(a)(5), (7) and (12), *et seq.*;
- d. The Kentucky Consumer Protection Act, Ky. Rev. Stat. §§ 367.170(1) and (2), *et seq.*;
- e. The Missouri Merchandising Practices Act, Mo. Ann. Stat. § 407.020(1), *et seq.*;
- f. The New York Business Law, N.Y. Gen. Bus. Law § 349(a);
- g. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-2(4)(v)(vii) and (xxi), and 201-3, *et seq.*;
- h. The South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-20(a), *et seq.*;
- i. The Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-104(a), (b)(2), (3), (5), and (7), *et seq.*;
- j. The Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-200(A)(5)(6) and (14), *et seq.*;
- k. The Texas Deceptive Trade Practices Act, Tex. Bus. & Com. Code § 17.41, *et seq.*

278. Defendants' foregoing deceptive acts and practices, including their omissions regarding Amla Relaxer, as described herein, were likely to deceive, and did deceive, consumers

acting reasonably under the circumstances. Consumers, including Plaintiffs and Class Members, would not have purchased Amla Relaxer had they known about the damages and hazards associated with the intended use of the Product.

279. Plaintiffs bring these claims on behalf of themselves and Class Members for the relief requested and to benefit the public interest. These claims support the public interest in assuring that consumers are provided truthful, non-deceptive information about potential purchases and protecting members of the public from Defendants' Deceptive Trade Practices. Defendants' Deceptive Trade Practices have affected the public-at-large because a substantial number of consumers have been affected by Defendants' wrongful conduct. Defendants' wrongful conduct also presents a continuing risk to Plaintiffs and Class Members, as well as to the general public.

280. Where required by statute, Defendants intended that Plaintiffs and Class Members would rely on their deceptive acts or practices. These Plaintiffs and Class Members did rely on Defendants' deceptive acts or practices and were actually deceived.

281. As a direct and proximate result of Defendants' Deceptive Trade Practices, Plaintiffs and Class Members have suffered actual damages and ascertainable loss. Because of Defendants' Deceptive Trade Practices, Plaintiffs and Class Members are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial, and statutory damages to the extent permitted by law. In addition, Plaintiffs and Class Members seek equitable and injunctive relief against Defendants on terms that the Court considers reasonable, and reasonable attorneys' fees and litigation costs.

282. All conditions precedent, including notice, to filing this action have been fulfilled. Defendants have long had notice of Plaintiffs' allegations, claims, and demands based on the

numerous consumer complaints on the Internet, including L'Oréal's own webpages, which detail reports that the Amla Relaxer results in disturbing and distressing Injuries, including hair loss and breakage, as well scalp irritation, blisters, and burns.

COUNT X
VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT
Cal. Civ. Code §§ 1750, *et. seq.*
(On behalf of the California Subclass)

283. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

284. Plaintiffs Oravillo and Johnson (for the purpose of this Count, "**Plaintiffs**") bring this Count on behalf of themselves and the California Subclass against the Defendants.

285. Plaintiffs and the Members of the California Subclass have standing to pursue a cause of action for violation of the Consumer Legal Remedies Act because Plaintiffs and Members of the California Subclass have suffered an injury-in-fact and lost money as a result of Defendants' actions as set forth herein.

286. Plaintiffs and the Members of the California Subclass are each a "Consumer" as that term is defined by Cal. Civ. Code § 1761(d).

287. The Product is a "Good" as that term is defined by Cal. Civ. Code § 1761(a).

288. Defendants are each a "Person" as defined by Cal. Civ. Code § 1761(c).

289. The transaction(s) involved here are "Transaction(s)" as defined by Cal. Civ. Code § 1761(e).

290. Plaintiffs and Members of the California Subclass are Consumers who purchased the Product for personal use within the applicable statute of limitations period.

291. Plaintiffs and California Subclass Members purchased the Product in reliance on Defendants' labeling and other marketing claims.

292. Defendants have misrepresented the characteristics and/or ingredients of the Product in violation of Cal. Civ. Code § 1770(a)(5).

293. Defendants have misrepresented the standard, quality, or grade of the Product in violation of Cal. Civ. Code § 1770(a)(7).

294. Defendants advertised the Product with intent not to sell it as advertised, in violation of Cal. Civ. Code § 1770(a)(9).

295. Defendants knew or should have known that their representations of fact concerning the Product were material and likely to mislead consumers.

296. Defendants' practices, acts, and course of conduct in marketing and selling the Product are likely to mislead a reasonable consumer acting reasonably under the circumstances to his or her detriment. Like Plaintiffs, Members of the California Subclass would not have purchased the Product had they known the true nature of the Product.

297. Plaintiffs and Members of the California Subclass have been directly and proximately damaged by Defendants' actions.

298. Defendants have engaged in, and continue to engage in, business practices in violation of the Consumer Legal Remedies Act, Civ. Code §§ 1750, *et seq.* by continuing the following misleading and false conduct:

- A. Defendants designed, formulated, manufactured, inspected, packaged, marketed, distributed, supplied and/or sold Amla Relaxer when it knew, or should have known, that it was materially defective and could cause substantial Injuries, including scalp burning, irritation and hair loss when used as intended as directed by Defendants;

- B. Defendants knew the defect in the Amla Relaxer was unknown to and would not be easily discovered by Plaintiffs Oravillo and Johnson and California Subclass Members, and would defeat their ordinary, foreseeable and reasonable expectations concerning the performance of the Product; and
- C. Defendants failed to warn consumers that Amla Relaxer could cause substantial Injuries, including scalp burning, irritation and hair loss when used as intended.

299. These business practices are misleading and/or likely to mislead Consumers and should be enjoined.

300. On October 21, 2016, Plaintiff Oravillo sent via certified mail pursuant to Cal. Civ. Code. § 1782 written notice informing Defendants of the above violations and giving them an opportunity to cure or alter said practices. Thirty (30) days have elapsed since Plaintiff Oravillo sent notice and Defendants have failed to cure or respond to Plaintiff's written notice.

COUNT XI
VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW
Cal. Civ. Code §§ 17500, *et. seq.*
(On behalf of the California Subclass)

301. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

302. Plaintiffs Oravillo and Johnson (for the purpose of this Count, "**Plaintiffs**") brings this Count on behalf of themselves and the California Subclass against the Defendants.

303. Plaintiffs and the Members of the California Subclass have standing to pursue a cause of action for false advertising under Bus. & Prof. Code §§ 17500, *et seq.* because Plaintiffs and Members of the California Subclass have suffered an injury-in-fact and lost money as a

result of Defendants' actions as set forth herein.

304. Specifically, Defendants engaged in the following deceptive and misleading conduct in violation of the California False Advertising Law:

- i. Defendants designed, formulated, manufactured, inspected, packaged, marketed, distributed, supplied and/or sold Amla Relaxer when it knew, or should have known, that it was materially defective and could cause substantial Injuries, including scalp burning, irritation and hair loss when used as intended as directed by Defendants;
- ii. Defendants knew the defect in the Amla Relaxer was unknown to and would not be easily discovered by Plaintiffs Oravillo and Johnson and California Subclass Members, and would defeat their ordinary, foreseeable and reasonable expectations concerning the performance of the Product; and
- iii. Defendants failed to warn consumers that Amla Relaxer could cause substantial Injuries, including scalp burning, irritation and hair loss when used as intended.

305. Rather than warn consumers about the dangers and hazards associated with the intended use of Amla Relaxer, Defendants represented the Product as a "rejuvenating ritual" that "refills as it relaxes for amazingly lively-looking hair", that "protects [the] scalp & skin" has "anti-breakage" properties, provides "unified results and superior respect for hair fiber integrity" and contains a "powerful anti-oxidant rich in vitamins and minerals." Defendants further represent their Amla Legend products, including Amla Relaxer, as a "secret ritual for hair rejuvenation," that "will rejuvenate every strand, leaving you with thicker-looking, healthier

hair” with “unique properties [that] prevent breakage, restore shine, manageability and smoothness.”

306. Defendants’ actions violate Cal. Bus. & Prof. Code §§ 17500, *et seq.*

307. As a direct and proximate result of Defendants’ actions, as set forth herein, Defendants have received ill-gotten gains and/or profits, including but not limited to money from Plaintiffs Oravillo and Johnson and California Subclass Members who paid for the Product. Therefore, Defendants have been unjustly enriched.

308. Plaintiffs and California Subclass Members seek injunctive relief, restitution, and disgorgement of Defendants’ ill-gotten gains as provided for by Cal. Bus. & Prof. Code § 17535.

309. Plaintiffs and California Subclass Members seek injunctive relief to prohibit Defendants from continuing to sell the Product, and to prevent Defendants from engaging in these wrongful practices in the future. No other adequate remedy at law exists. If an injunction is not ordered, Plaintiffs and California Subclass Members will suffer irreparable harm and/or injury.

COUNT XII
VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION ACT
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On behalf of the California Subclass)

310. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

311. Plaintiffs Oravillo and Johnson (for the purpose of this Count, “**Plaintiffs**”) bring this Count on behalf of themselves and the California Subclass against the Defendants.

312. Plaintiffs Oravillo and Johnson and the Members of the California Subclass have standing to pursue a cause of action under Bus. & Prof. Code §§ 17200, *et seq.* because Plaintiffs and Members of the California Subclass have suffered an injury-in-fact and lost money as a

result of Defendants' actions as set forth herein.

313. The Unfair Competition Law ("UCL") defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Business & Professions Code § 17200.

314. A business act or practice is "unfair" under the UCL if the reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

315. Defendants' actions as described herein constitute unfair competition within the meaning of Bus. & Prof. Code § 17200, in that Defendants have engaged in unlawful, unfair, or fraudulent business practices.

316. Defendants have violated the "unfair" prong of the UCL by: (1) designing, formulating, manufacturing, inspecting, packaging, marketing, distributing, supplying and/or selling the Product when it knew, or should have known, that it was materially defective and could cause substantial Injuries, including scalp burning, irritation and hair loss when used as intended as directed by Defendants; (2) failing to warn consumers that Amla Relaxer could cause substantial Injuries, including scalp burning, irritation and hair loss when used as intended.

317. Defendants knew the defect in the Amla Relaxer was unknown to and would not be easily discovered by Plaintiffs Oravillo and Johnson and California Subclass Members, and would defeat their ordinary, foreseeable and reasonable expectations concerning the performance of the Product.

318. Rather than warn consumers about the dangers and hazards associated with the intended use of Amla Relaxer, Defendants represented the Product as a "rejuvenating ritual" that "refills as it relaxes for amazingly lively-looking hair", that "protects [the] scalp & skin" has

“anti-breakage” properties, provides “unified results and superior respect for hair fiber integrity” and contains a “powerful anti-oxidant rich in vitamins and minerals.” Defendants further represent their Amla Legend products, including Amla Relaxer, as a “secret ritual for hair rejuvenation,” that “will rejuvenate every strand, leaving you with thicker-looking, healthier hair” with “unique properties [that] prevent breakage, restore shine, manageability and smoothness.”

319. The acts and practices alleged herein are unfair because they caused Plaintiffs, and reasonable consumers like them, to falsely believe that the Product was non-abrasive and safe, and would not cause Injuries, including scalp burning or irritation, and/or hair loss. This perception has induced reasonable purchasers, including Plaintiffs, to buy the Product, which they otherwise would not have purchased.

320. The gravity of the harm to Members of the California Subclass resulting from these unfair acts and practices is outweighed any conceivable reasons, justifications and/or motives of Defendants for engaging in such deceptive acts and practices. By committing the acts and practices alleged above, Defendants engage in unfair business practices within the meaning of California Business & Professions Code §§ 17200, *et seq.*

321. A business act or practice is “fraudulent” under the UCL if it is likely to deceive members of the consuming public.

322. The packaging on the Product and advertising materials related to the Product were fraudulent within the meaning of the UCL because they deceived Plaintiffs, and were likely to deceive Members of the California Subclass, into believing that the Product was non-abrasive and safe, and would not cause Injuries, including scalp burning or irritation, and/or hair loss.

323. In connection with the marketing and promotion of Amla Relaxer, Defendants made the following representations via the Product's Facebook page:

- “Try our new AMLA Legend No-Mix, No-Lye Relaxer for **a finish that leaves hair visibly fuller, silkier and nourished.**”
https://www.facebook.com/search/top/?q=amla%20relaxer&filters_rp_creation_time=%7B%22start_year%22%3A%222013%22%2C%22end_year%22%3A%222013%22%7D.
 (last visited August 19, 2016) (emphasis added).
- “For a relaxer infused with amla oil that **leaves your hair with more body and bounce** try our AMLA Legend Relaxer.” <https://www.facebook.com/AmlaLegend> (last visited May 13, 2016) (emphasis added).
- “**Retain body and gain amazing inner strength of fibers** using our new AMLA Legend Relaxer.” <https://www.facebook.com/AmlaLegend> (last visited May 13, 2016) (emphasis added).
- “Our new AMLA Legend Oil Infusion Cream Relaxer is our first no-mix, no-lye relaxer kit consisting of a lithium base infused with **amla oil in each step enhancing nourishment and oil penetration to the hair.**”
<https://www.facebook.com/AmlaLegend/photos/a.339409049451191.79225.322649884460441/473449459380482/> (last visited August 18, 2016).

324. On Defendants' website, Defendants have promoted Amla Relaxer with the following representations:

- “An easy no-mix, no-lye cream relaxer kit that ensures an easier relaxing process for unified results and **superior respect for hair fiber integrity.** Our oil infusion technology is fast acting and long lasting.”
<https://web.archive.org/web/20150419014200/http://www.softsheen-carson.com/Optimum-Salon-Haircare/Amla-Legend-No-Mix-No-Lye-Relaxer?UPC=0752850088423> (last visited August 18, 2016) (emphasis added).
- “**Superior straightening, amazing body & shine. Rejuvenate** with the 1st no-mix relaxer with amla oil.”
<https://web.archive.org/web/20150419014200/http://www.softsheen-carson.com/Optimum-Salon-Haircare/Amla-Legend-No-Mix-No-Lye-Relaxer?UPC=0752850088423> (last visited August 18, 2016) (emphasis added).

325. The packaging for Amla Relaxer also contains the following representations regarding the Product's purported attributes:

- “Refills to reveal visibly fuller, silkier hair”

- “Refills as it relaxes for amazingly lively-looking hair”
- “Optimum Salon Haircare unveils its 1st Rejuvenating Ritual for your hair, infused with a legendary Indian beauty secret: AMLA Oil”
- “powerful anti-oxidant rich in vitamins and minerals”
- “natural rejuvenating properties of intense nourishment and conditioning”
- “protects scalp”
- “infuses hydration & conditioning”
- “anti-breakage” and
- “intense conditioning”

326. In their marketing and advertising materials, Defendants represent that their Amla Legend products, which include Amla Relaxer, are a “secret ritual for hair rejuvenation,” and that “Amla oil’s intense moisture will rejuvenate every strand, leaving you with thicker-looking, healthier hair,” with “unique properties [that] prevent breakage, restore shine, manageability and smoothness.”

327. Defendants represented the Product as a “rejuvenating ritual” that “refills as it relaxes for amazingly lively-looking hair”, that “protects [the] scalp & skin” has “anti-breakage” properties, provides “unified results and superior respect for hair fiber integrity” and contains a “powerful anti-oxidant rich in vitamins and minerals.”

328. As a result, purchasers, including Plaintiffs, reasonably perceived that they were receiving products that were non-abrasive and safe, and would not cause Injuries, including scalp burning or irritation, and/or hair loss. This perception has induced reasonable purchasers, including Plaintiff, to buy the Product, which they otherwise would not have purchased.

329. Defendants’ acts and practices as described herein have deceived Plaintiffs and were highly likely to deceive members of the consuming public. Specifically, in deciding to purchase the Product, Plaintiffs relied on Defendants’ misleading and deceptive advertising and labeling practices. Each of these factors played a substantial role in Plaintiffs’ decisions to purchase the Product, and Plaintiffs would not have purchased the Product in the absence of

Defendants' misrepresentations. Accordingly, Plaintiffs suffered monetary loss as a direct result of Defendants' advertising and sales practices described herein.

330. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

331. Civil Code § 1770, subsection (a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell them as advertised," and subsection (a)(7) prohibits a business from misrepresented the standard, quality, or grade of the Product.

332. Civil Code § 1770, subsection (a)(5), prohibits Defendants from misrepresenting the characteristics and/or ingredients of the Product.

333. As a result of the conduct described above, Defendants have been unjustly enriched at the expense of Plaintiffs and Members of the proposed California Subclass. Specifically, Defendants have been unjustly enriched by obtaining revenues and profits that it would not otherwise have obtained absent its false, misleading and deceptive conduct.

334. Through their unfair, fraudulent, and unlawful acts and practices, Defendants have improperly obtained money from Plaintiffs and the California Subclass. As such, Plaintiffs request that this court cause Defendants to restore this money to Plaintiffs and all California Subclass Members, and to enjoin Defendants from continuing to violate the UCL as discussed herein and/or from violating the UCL in the future. Otherwise, Plaintiffs and the California Subclass may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

335. Defendants' actions have caused economic injury to Plaintiffs and California Subclass Members. Plaintiffs and California Subclass Members would not have purchased or used the Product had they known the true nature of the Product.

336. Pursuant to Bus. & Prof. Code § 17203, Plaintiffs and California Subclass Members seek an injunction enjoining Defendants from continuing to market, advertise, and sell the Product without first complying with federal law and to prevent Defendants from continuing to engage in unfair competition or any other act prohibited by law.

337. Plaintiffs and California Subclass Members also seek rescission and an order requiring Defendants to make full restitution and disgorgement of their ill-gotten gains of all money wrongfully obtained from Plaintiffs and California Subclass Members as permitted by Bus. & Prof. Code § 17203.

COUNT XIII
BREACH OF IMPLIED WARRANTY,
SONG-BEVERLY CONSUMER WARRANTY ACT
Cal. Civ. Code § 1792 & 1792.1 *et seq.*
(On behalf of the California Subclass)

338. Plaintiffs repeat and re-allege the allegations in paragraphs 1-170 as though fully set forth herein.

339. Plaintiffs Oravillo and Johnson brings this cause of action on behalf of themselves and the California Subclass.

340. Defendants are merchants pursuant to § 2-314 of the Uniform Commercial Code.

341. Defendants were at all times relevant the manufacturer, distributor, warrantor, and/or seller of the Product.

342. Defendants impliedly warrant at the time of delivery that the Product, which it designed, manufactured, and sold to Plaintiffs and the California Subclass Members, is merchantable and fit for its ordinary use, is not otherwise injurious to consumers, and is adequately safe.

343. Because of the Product's undisclosed unreasonably dangerous defect, the Product

is unsafe, unmerchantable, and unfit for its ordinary use when sold, and threaten injury to, or in fact did injure, Plaintiffs and the California Subclass Members. The Product is not fit for its ordinary purpose of providing reasonably reliable and safe hair relaxation, because the Product is defective and poses a safety risk to consumers.

344. Defendants impliedly warranted that the Product was of merchantable quality and fit for its ordinary purpose of providing reasonably reliable and safe hair relaxation.

345. The implied warranty included, among other things: (i) a warranty that the Product manufactured, supplied, distributed, and/or sold by Defendants was safe and reliable for hair relaxation; and (ii) a warranty that the Product would be fit for its intended use.

346. Contrary to the applicable implied warranties, the Product is not fit for its ordinary and intended purpose of providing Plaintiffs and California Subclass Members with reliable and safe hair relaxation. Instead, the Product is defective and poses a safety risk to consumers.

347. As a direct and proximate result of Defendants' breach of implied warranty, Plaintiffs and the California Subclass Members have suffered actual damages and are threatened with irreparable harm by undue risk of physical injury.

348. Defendants' actions, as complained of herein, breached the implied warranty that the Product was of merchantable quality and fit for its ordinary purpose of providing reasonably reliable and safe hair relaxation, and violate Cal. Civ. Code §§ 1792 and 1792.1.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and putative Class Members, pray for a judgment:

- a. Determining that this action is a proper class action and certifying the Class and Subclasses, as defined herein;
- b. Appointing the Plaintiffs as representatives of the Class and their respective Subclasses;
- c. Appointing the undersigned as Class Counsel;
- d. Finding Defendants liable to Plaintiffs and Class Members for actual damages in such amount(s) as the Court or Jury may determine;
- e. Awarding statutory damages as appropriate;
- f. Awarding pre- and post-judgment interest;
- g. Grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Defendants to replace the Amla Relaxer with non-defective products, and/or repay Plaintiffs and Class Members, or, at a minimum, to provide Plaintiffs and Class Members with appropriate curative notice regarding the existence and cause of the defect;
- h. Awarding Plaintiffs and Class Members attorneys' fees and all litigation costs;
- i. Awarding compensatory damages against Defendants in favor of Plaintiffs and the Class for damages sustained as a result of Defendants' wrongdoing; and
- j. Awarding such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: December 2, 2016

Respectfully Submitted,

By: John A. Yanchunis

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COMPLEX LITIGATION GROUP

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CERTIFICATE OF SERVICE

The undersigned certifies that, on December 2, 2016, I caused the foregoing document to be filed electronically through the Court's CM/ECF System and served on all counsel of record.

/s/ John A. Yanchunis