

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re: AMLA LITIGATION

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

**CLASS ACTION**

DEMAND FOR JURY TRIAL

**CONSOLIDATED AMENDED CLASS ACTION COMPLAINT**

Plaintiffs Dorothy Riles, Lavette Jacobs, Tiffany Raines, Sandi Turnipseed, Terri Oravillo, Delicia Taylor, Kishta Finch, Nicole Coleman, and Jennifer Sanon (“Plaintiffs”), by and through their attorneys, make the following allegations pursuant to the investigation of their counsel and based upon information and belief, except as to the allegations specifically pertaining to themselves, which are based on their personal knowledge:

**INTRODUCTION**

1. This is a class action against L’Oréal USA, Inc. and Soft Sheen-Carson, LLC (together, “L’Oréal” or “Defendants”) based on their formulation, manufacture, marketing, and sale of a deceptively advertised and defective hair relaxer kit—the SoftSheen-Carson Optimum Amla Legend Rejuvenating Ritual No-Mix, No-Lye Relaxer (the “Amla Relaxer” or the “Product”).<sup>1</sup>

2. Soft Sheen Products, Inc., based in Chicago, was the nation’s largest African-American-owned beauty products company until its acquisition by L’Oréal in 1998. In 2000, L’Oréal similarly acquired Carson, Inc., of Savannah, Georgia, which at that time was the

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<sup>1</sup> Hair relaxers are products that relax or straighten naturally curly or kinky hair. A consumer may use a hair relaxer to make her or his hair smoother, more manageable, and easier to style. While some relaxers are meant to be applied in a hair salon by a professional, others are marketed as kits to be used at home by individual consumers. The Product is marketed directly to consumers as an at-home hair relaxer kit.

leading global manufacturer of hair and skin care products formulated for people of color. Today, using the “SoftSheen-Carson” brand, L’Oréal claims to continue the tradition of providing “scientifically-advanced beauty tools” to African-American women with products that are “safe, reliable and guaranteed to provide great results.”

3. In 2013, operating as SoftSheen Carson and SoftSheen Carson Laboratories, L’Oréal introduced the Amla Relaxer under the SoftSheen-Carson Optimum Salon Haircare brand as a safe, “NO-LYE,” at-home hair relaxer treatment for all hair types. It claimed the Product was a nourishing, “Rejuvenating Ritual,” which would provide “fuller, silkier hair” and “respect of hair fiber integrity,” most notably through its purportedly key ingredient Amla Oil—a legendary, antioxidant rich oil derived from the Indian Amla superfruit.

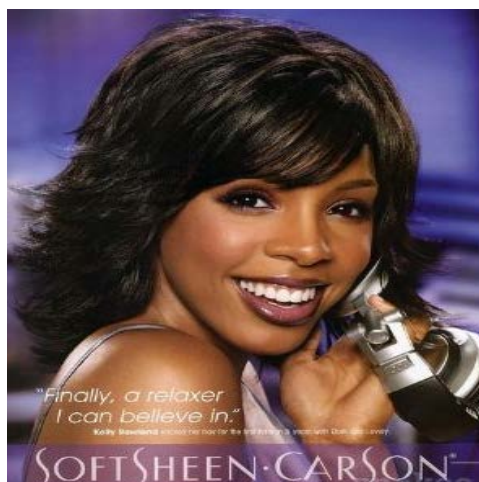
4. These claims were far from the reality experienced by the thousands of women who purchased the Amla Relaxer. A host of consumer complaints on the internet, including L’Oréal’s own webpages, report that the Amla Relaxer results in disturbing and distressing injuries including hair loss and breakage, as well as scalp irritation, blisters, and chemical burns.

5. In fact, the Product contains hardly any Amla Oil (or *Phyllanthus Emblica* [Indian Gooseberry] Fruit Extract) at all. The true ingredients in the Amla Relaxer are a dangerous mix of irritants and potentially toxic substances.

6. 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, even while quietly responding to certain online complaints with requests that the individual call customer service with a reference number for help.

7. Plaintiffs are among the many consumers who relied on Defendants' promises to provide a rejuvenating, "No-Lye" relaxer that would strengthen and nourish their hair. They and other women trusted Defendants to provide a safe and effective product.

8. The actual effects of the Product present a sad contrast to L'Oréal's claimed expertise "[a]s a leader of the multiethnic hair care industry" and its "attention to [the] specific needs of their consumers' many types and textures of hair," as well as to its brand imagery, featuring celebrities such as Beyoncé and Kelli Rowland.



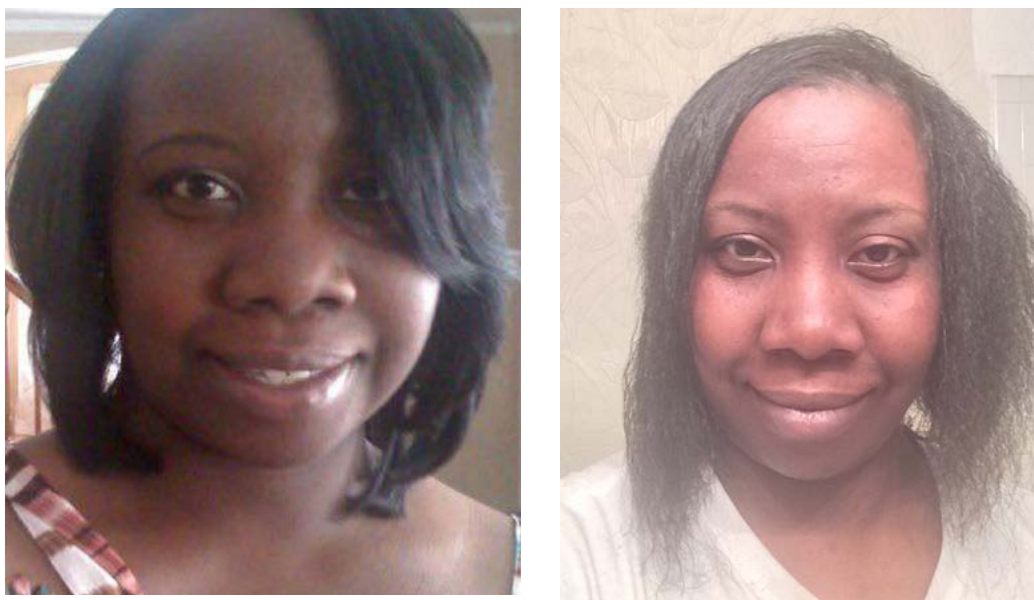
9. Plaintiffs seek damages and equitable relief in this action individually and on a class-wide basis for breach of express and implied warranties, breach of contract/common law warranty, fraud, strict product liability, negligence, unjust enrichment, and for violations of the Magnuson-Moss Warranty Act ("MMWA"), 15 U.S.C. §§ 2301, *et seq.*, California's Consumers Legal Remedies Act ("CLRA"), Cal. Civil Code §§ 1750, *et seq.*, California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*, California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*, Song-Beverly Consumer Warranty Act, Cal. Civ. Code § 1792 & 1792.1, *et seq.*, Florida Deceptive and Unfair Trade Practices Act, Fla. Stat.

Ann. § 501.204(1), *et seq.*, Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 Ill. Comp. Stat. 505/1, *et seq.*, Illinois Uniform Deceptive Trades Practices Act, 815 Ill. Stat. §§ 510/2(a)(5), (7) and (12), *et seq.*, Kentucky Consumer Protection Act, Ky. Rev. Stat. §§ 367.170(1) and (2), *et seq.*; Missouri Merchandising Practices Act, Mo. Ann. Stat. § 407.020(1), *et seq.*; New York Business Law, N.Y. Gen. Bus. Law § 349(a); and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-2(4)(v)(vii) and (xxi), and 201-3, *et seq.*

### **PARTIES**

10. Plaintiff Dorothy Riles is a resident of the State of Illinois, residing in Cook County, Illinois. After viewing statements on Product packaging for the Amla Relaxer regarding its purported safe and nourishing qualities, Plaintiff Riles purchased the Amla Relaxer from a Walgreens in Chicago, Illinois in or about May 2015. As a result of Defendants’ representations and omissions, Plaintiff Riles purchased the Product because she reasonably believed that the Product was safe and effective, and would be gentler on her hair and skin as compared to a lye-based relaxer. She would not have purchased the Amla Relaxer had she known of its propensity to cause hair loss, chemical burns, acute irritation, and blisters. Plaintiff Riles had previously used relaxer products, which had not caused hair loss or injury. Plaintiff Riles followed the Product instructions, as directed by Defendants, including applying Defendants’ so-called “scalp protector.” After using the product, Plaintiff Riles experienced significant hair loss. As a result of her use of the Product, she also experienced chemical burning and irritation of her scalp and was left with bald patches on her head, as well as scabs on her scalp. Plaintiff Riles had not worn a wig before, and was forced to wear a wig due to the significant hair loss she experienced as a result of using the Product. Although Plaintiff Riles’ burns have now healed, her hair remains thin

and she wears a wig because of the damage caused by the Product. The following images show Plaintiff Riles' hair shortly before and then after her use of the Amla Relaxer.



11. Plaintiff Lavette Jacobs is a resident of the State of Kentucky, residing in Lexington, Kentucky. After viewing advertisements and Product packaging for the Amla Relaxer regarding its purported safe, rejuvenating, innovative, and gentle qualities, Plaintiff Jacobs purchased the Amla Relaxer from Sally Beauty Company in Lexington, Kentucky on June 9, 2016, and applied the Product on the same day. Plaintiff Jacobs specifically purchased the Amla Relaxer because, as a result of Defendants' misrepresentations and omissions, she reasonably believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair. Plaintiff Jacobs would not have purchased the Amla Relaxer if she knew of its propensity to cause injuries, including scalp burning, irritation, and hair loss. Plaintiff Jacobs followed the application instructions on the Product packaging, as directed by Defendants. Upon using the 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. 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 the 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. 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.

12. Plaintiff Tiffany Raines is a resident of the State of Florida, residing in Jacksonville, Florida. After viewing advertisements and Product packaging for the Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Raines purchased the Amla Relaxer from a Walgreens in Green Cove Springs, Florida in August 2014, and applied the Product on August 23, 2014. Plaintiff Raines specifically purchased the Amla Relaxer because, as a result of Defendants' representations and omissions, she reasonably believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of 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. Plaintiff Raines had previously used relaxer products, which never caused hair loss or serious injuries like those she suffered as a result of using the Amla Relaxer as directed by Defendants. Plaintiff Raines followed the application instructions on the Product packaging, as directed by Defendants. Upon using the Amla Relaxer as directed by Defendants, Plaintiff Raines' hair began to fall out in clumps within minutes. Plaintiff Raines also experienced chemical burning on her scalp and scalp irritation. 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. Plaintiff Raines' hair loss is demonstrated in the following pictures:



13. Plaintiff Sandi Turnipseed is a resident of the State of New York, residing in Washingtonville, New York. After viewing advertisements and Product packaging for the Amla Relaxer regarding its purported safe, innovative and gentle qualities, Plaintiff Turnipseed purchased the Amla Relaxer from a Wal-Mart in Newburgh, New York in March 2016, and applied the Product in early June 2016. Plaintiff Turnipseed specifically purchased the Amla Relaxer because, as a result of Defendants' representations and omissions, she reasonably believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of 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. Plaintiff Turnipseed followed the application instructions on the Product packaging, as directed by Defendants. Upon using the 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.

14. Plaintiff Terri Oravillo is a resident of the State of California, residing in San Jose, California. After viewing advertisements and Product packaging for the Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Oravillo purchased two kits of Amla Relaxer from a CVS in Santa Clara, California in October 2014. Plaintiff Oravillo specifically purchased the Amla Relaxer because, as a result of Defendants' representations and omissions, she reasonably believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of 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. Plaintiff Oravillo followed the application instructions on the Product packaging, as directed by Defendants. The morning after using the Amla Relaxer as directed by Defendants, Plaintiff Oravillo's scalp began to weep. 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 approximately 90% of her hair, and she developed a bald spot on the top of her head. 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. 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

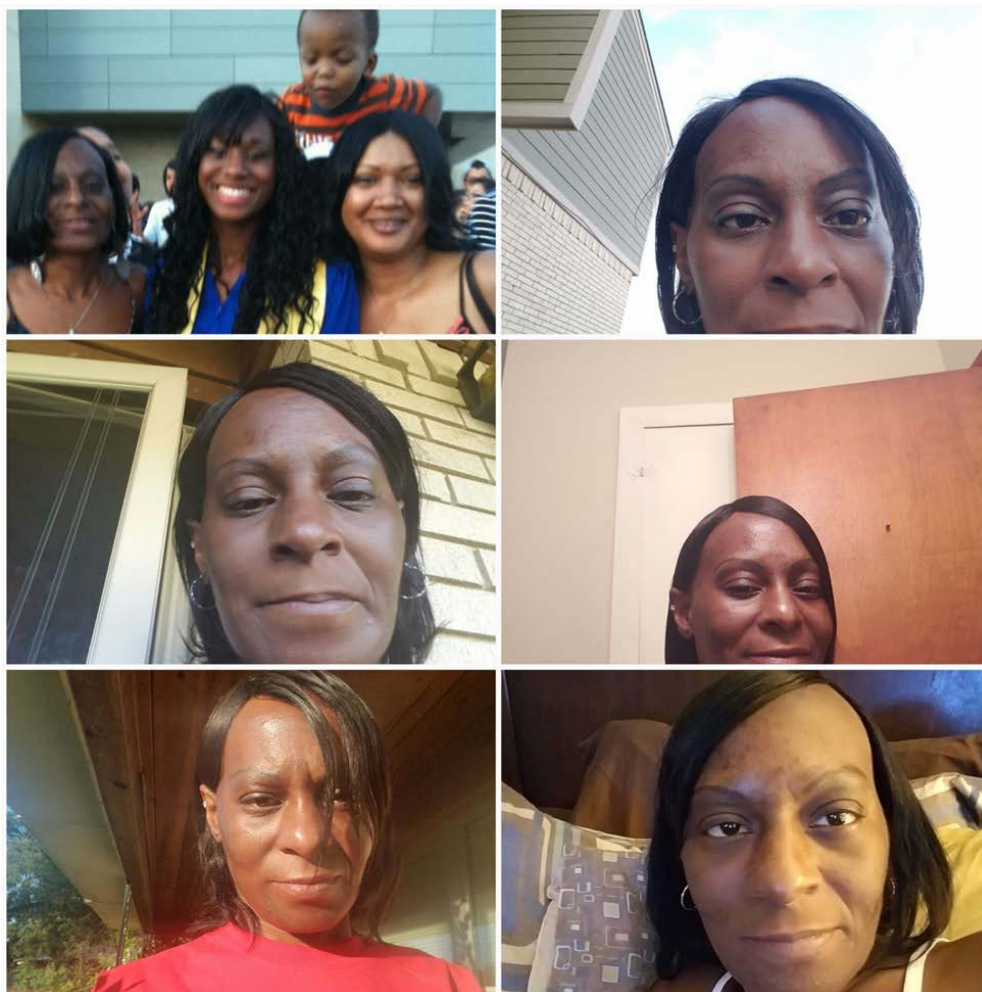


would not have been effective on her nearly bald head. Shortly after the incident, Plaintiff Oravillo visited her physician for treatment from the chemical burns and hair loss that she suffered as a result of using the Amla Relaxer.

15. Plaintiff Delicia Taylor is a resident of the State of Texas, residing in Dallas, Texas. After viewing advertisements and Product packaging for the Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Taylor purchased the Amla Relaxer from a beauty supply store in Illinois for approximately \$11-12, once in June 2015, and again in January 2016. Plaintiff Taylor specifically purchased the Amla Relaxer because, as a result of Defendants' representations and omissions, she believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of 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. Plaintiff Taylor followed the application instructions on the Product packaging, as directed by Defendants. Upon using the Amla Relaxer as directed by Defendants in January of 2016, Plaintiff Taylor felt severe scalp irritation. The day after she used the Product, Plaintiff Taylor began noticing her hair falling out on her pillow in much greater amounts than would typically happen overnight. Plaintiff Taylor had never noticed clumps or patches of hair falling out on her pillow prior to application of the Product. 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. Over the next several months, Plaintiff Taylor 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. 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. 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 2016 had Plaintiff Taylor had a negative reaction to using hair relaxers or other perm products or hair treatments. A comparison of pictures of Plaintiff Taylor's hair in 2015, and after her use of the Product in 2016 are startling:

2015 – Plaintiff Taylor

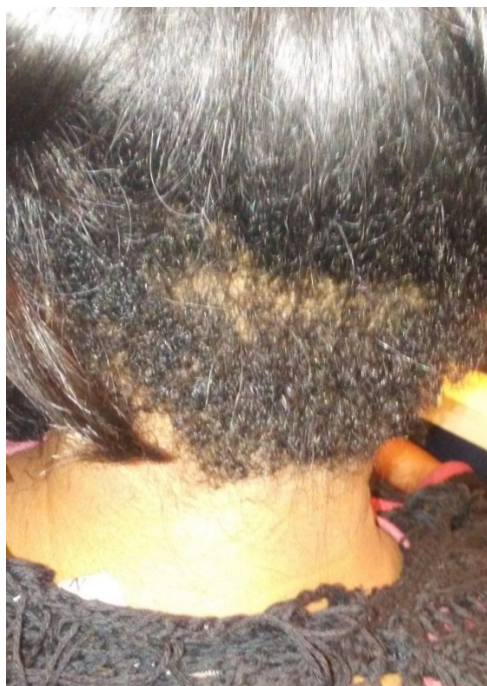


## 2016 – Plaintiff Taylor



16. Plaintiff Kishta Finch is a resident of the State of Missouri, residing in Kansas City, Missouri. After viewing advertisements and Product packaging for the Amla Relaxer regarding its purported safe, innovative, and gentle qualities, Plaintiff Finch purchased the Amla Relaxer from Sonya Beauty Supply in Grandview, Missouri in June 2016. Plaintiff Finch specifically purchased the Amla Relaxer because, as a result of Defendants' representations and omissions, she reasonably believed that the Product's no-mix, no-lye attributes would be gentle, safe, and not impair the strength of her hair. Plaintiff Finch purchased the 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. Plaintiff Finch followed the application instructions on the Product packaging, as directed by Defendants. Upon using the 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. Following is a picture of Plaintiff Finch's hair shortly after applying the Product to her hair:



Plaintiff Finch's hair continued to fall out and break off, requiring more and more extensions, until finally on March 9, 2017 she had her stylist cut off all that remained of the hair that had been treated with the Product. By that point she had only 2-3 inches of new growth and began wearing extensions on her entire head.

17. Plaintiff Nicole Coleman is a resident of the State of Pennsylvania, residing in Harrisburg, Pennsylvania. After watching an Amla Relaxer product demonstration video on the Internet, viewing the Product at the store, seeing advertisements for the Product in *Essence*

magazine, and learning of celebrity endorsements of the Product, Plaintiff Coleman purchased the Amla Relaxer from Sally Beauty Supply in Harrisburg, PA in or about May of 2016. As a result of Defendants' representations and omissions, Plaintiff Coleman purchased the Product because she believed that the Amla Relaxer would nourish and straighten her thick, natural hair. She would not have purchased the Amla Relaxer had she known of its propensity to cause hair loss, chemical burns, acute irritation, and blisters. Plaintiff Coleman followed the application instructions on the Product packaging and left the Amla Relaxer in for approximately seven (7) minutes. Within that time, Plaintiff Coleman began experiencing scalp irritation and burning. She then used the entire bottle of neutralizing shampoo, followed by oil, both of which came with the Product kit. When she washed out the shampoo and oil, much of her hair was in her hands. Her head burned for the rest of the day into the night. She was left with bald spots on the front of her head. As a result of using the Product, Plaintiff Coleman continues to have bald spots on the front of her head. She purchases color spray on a regular basis to hide the spots where her hair never grew back, along with hair extensions and wigs.

18. Plaintiff Jennifer Sanon is a resident of the State of New York, residing in Queens, New York. After viewing statements on Product packaging for the Amla Relaxer regarding its purported safe and nourishing qualities, Plaintiff Sanon purchased the Amla Relaxer from a Walgreens in Queens, New York in the Spring of 2016. As a result of Defendants' representations and omissions, Plaintiff Sanon purchased the Product because she was drawn to the claims regarding the "rejuvenating" and nourishing qualities of Amla Oil and she reasonably believed that the Product was safe and effective, and would be gentler on her hair and skin as compared to a lye-based relaxer. She would not have purchased the Amla Relaxer had she known of its propensity to cause hair loss, chemical burns, acute irritation, and blisters. Plaintiff Sanon



followed the application instructions on the Product packaging, intending to keep the Product in her hair for a minimal processing time. Within approximately 2-3 minutes of applying the Product, Plaintiff Sanon experienced skin irritation and quickly washed out the Product. When her hair dried she noticed it was very straight and brittle. She combed it and noticed significant hair breakage. As a result of her use of the Product, Plaintiff Sanon continued to experience significant hair breakage and thinning over the following months, causing her to purchase hair vitamins and deep conditioners.

19. Defendant, L'Oréal USA, Inc., is a Delaware corporation with headquarters in New York, New York. It is a subsidiary of the French cosmetics giant L'Oréal S.A., the world's largest cosmetics company. L'Oréal developed, marketed, distributed, and sold the Amla Relaxer through its Consumer Products Division. It has deceptively marketed the Product under its brands SoftSheen-Carson, SoftSheen-Carson Laboratories, and Optimum Salon Haircare as part of its Amla Legend line of products. L'Oréal has distributed and sold the Product through retail channels nationwide and directly to thousands of consumers throughout the United States.

20. Defendant Soft Sheen-Carson, LLC is a New York 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. Soft Sheen-Carson, LLC developed, marketed, distributed, and sold the Amla Relaxer to consumers in this judicial district and throughout the United States.

#### **JURISDICTION AND VENUE**

21. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 Class members, the aggregate amount in controversy exceeds



\$5,000,000.00, exclusive of interest, fees, and costs, and at least one Class member is a citizen of a state different from at least one Defendant.

22. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events and/or omissions giving rise to Plaintiffs' claims occurred in this District as Defendants are headquartered in this District.

### **FURTHER FACTUAL ALLEGATIONS**

#### **The SoftSheen-Carson Brand**

23. In 1998, L'Oréal purchased Soft Sheen Products, Inc., which had grown from a small family business founded in 1964 in Chicago to be the nation's largest African-American-owned beauty products company. In 2000, L'Oréal acquired Carson Products, another leader in beauty products for African American consumers, and merged the two companies to form SoftSheen-Carson. The then-chairman and CEO of L'Oréal declared the acquisitions a strategic step in enhancing the company's position in ethnic beauty markets both in the United States and globally.

24. Today, using the SoftSheen-Carson brand, L'Oréal claims to continue a 110-year tradition of providing "scientifically-advanced beauty tools" to African-American women with "innovative products...specially designed for their needs" that are "safe, reliable and guaranteed to provide great results." *See* <http://www.softsheen-carson.com/about-us>.

25. In particular, L'Oréal stresses the "ingredient science" embraced by its so-called SoftSheen Carson Laboratories. "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." *See id.*

26. L'Oréal has sought deeper penetration into the market share of minority communities, claiming a desire to “help[] men, women, and children of color to define and express beauty, on their own terms,” while employing celebrities, including the likes of Beyoncé and Kelli Rowland as brand promoters.

27. However, L'Oréal's deceptive practices have belied its claim that “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.” Instead of helping people of color, L'Oréal knowingly sold its customers a dangerous, defective product comprised of a harmful mix of chemicals.

### **The Amla Relaxer and “Amla Legend” Product Line**

28. In 2013, L'Oréal launched the “Amla Legend” line of hair products—a product range claimed to be “enriched with purified Amla extract that rejuvenates hair and undoes 2 years of damage in 2 weeks.”



29. L'Oréal promotes its Amla Legend line as a range of rejuvenating and nourishing products infused with Amla Oil, a luxurious hair oil “derived from the Indian Amla superfruit

known as the Gooseberry, a powerful antioxidant rich in vitamins, essential fatty acids and minerals.”



30. L’Oréal prominently features golden droplets of Amla Oil on all its Amla Legend products, touting the ingredient’s “natural rejuvenating properties of intense nourishment, conditioning and strength.”

31. L’Oréal partnered with celebrity supermodel and Real Housewife of Atlanta, Cynthia Bailey, actress Tracy Ellis Ross, and celebrity hair stylist Johnny Wright, stylist to First Lady Michelle Obama, to launch and promote the Amla Legend collection.



32. Issuing a press release under the SoftSheen-Carson Laboratories moniker, L'Oréal announced that SoftSheen-Carson's "*NEW!* Optimum Salon Haircare Amla Legend Rejuvenating Ritual is now available in stores nationwide" and stressed the abilities of the Amla Oil ingredient to "nourish[] and revitalize[] the scalp and hair fiber," "[r]everse[] damage from day one," and protect "every hair type and texture" from "dryness, breakage, and dullness."

33. These promises and other substantially similar claims appear directly on packaging for the Amla Relaxer hair relaxer kit, which Defendants formulated, manufactured, marketed, distributed, and sold nationwide both directly to consumers and through major retail locations, including, but not limited to, Walmart, Sally Beauty Supply, CVS, and Walgreens, as well as through online retailers such as Amazon.com and Defendants' own website, <http://www.softsheen-carson.com/>.<sup>2</sup>

<sup>2</sup> The Product is sold for approximately \$11.99. See [https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/dp/B00B1KM1XM/ref=sr\\_1\\_1\\_s\\_it?s=beauty&ie=UTF8&qid=1472161451&sr=1-](https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/dp/B00B1KM1XM/ref=sr_1_1_s_it?s=beauty&ie=UTF8&qid=1472161451&sr=1-)

34. The Amla Relaxer packaging prominently displays the golden droplet of Amla Oil and claims the Product will “reveal visibly fuller, silkier hair”:



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1&keywords=amla+relaxer (last accessed August 25, 2016).



35. The Product is sold as a “rejuvenating” “5-step ritual”—including a so-called “scalp protector pre-treatment,” relaxer cream, shampoo, conditioner, and oil moisturizer, each featuring the “LEGENDARY...AMLA OIL!,” as depicted on the following Product package panel:



36. L’Oréal employs numerous marketing claims to reinforce the Product’s purported safe, nourishing, and gentle qualities. Specifically, packaging for the Amla Relaxer contains the following representations regarding the Product’s alleged qualities:

- “REJUVENATING”;
- “WITH AMLA OIL FROM INDIA”;
- “NO-LYE”;
- “Refills to reveal visibly fuller, silkier hair”;
- “Optimum Salon Haircare unveils its 1<sup>st</sup> 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”;
- “Anti-Dryness”;
- “Anti-Breakage”;
- “Intense Conditioning”;
- “Infuses Hydration and Conditioning”;
- “Protects Scalp & Skin”;
- “Ensures a No-Mistake Application”; and
- “Ensures an easier relaxing process for unified results and superior respect of hair fiber integrity.”

37. The “NO-LYE” claim in particular targets consumers who are seeking a gentler alternative to lye-based relaxers, which are known for their potential to cause irritation and to be harsh on hair and skin.

38. Similarly, the “Our Ingredients” webpage of the softsheen-carson.com website and “All Ingredients” list presented there address only ingredients with “nourish[ing],” “conditioning,” and “natural rejuvenating properties”:



#### LEARN ABOUT: AMLA OIL

Amla Oil is derived from the Indian Amla superfruit known as the Gooseberry, a powerful antioxidant rich in vitamins, essential fatty acids and minerals. Amla is renowned for its natural rejuvenating properties of intense nourishment, conditioning and strength.



#### LEARN ABOUT: AVOCADO OIL

Avocado Oil comes from the flesh of the fruit and was therefore easily extracted by early civilizations. It has a high concentration of monounsaturated fatty acids, antioxidants (e.g. vitamin E) and phytosterols. It nourishes and brings suppleness to the hair.

ALL INGREDIENTS		
AVOCADO OIL	AMLA OIL	SUNFLOWER SEED OIL
OLIVE OIL / OLIVE FRUIT OIL	JOJOBA SEED OIL	ARGAN OIL

39. Unfortunately, such ingredients comprise only the smallest percentages of the various components of the Amla Relaxer. In reality, there is barely any “LEGENDARY...AMLA OIL” in the Product. Instead, the Product is a mix of harsh, caustic, and potentially toxic chemicals.

### Hydroxide Relaxers and Defendants’ Deceptive “No-Lye” Representation

40. Hair relaxers work by breaking down the chemical bonds in the hair. Chemical relaxation is a permanent process.

41. Many at-home hair relaxers are hydroxide relaxers, where the bonds of the hair are broken down by an alkaline agent.<sup>3</sup>

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<sup>3</sup> An alkali is a base with a pH of more than 7. A pH level measures the acidity or alkalinity of a solution on a scale of 1 to 14, where 1 is the most acidic and 14 is most alkaline. The stronger the alkali, the more corrosive or caustic.

42. Hydroxide relaxers generally have a high pH, and thus a strong potential to cause chemical burns. Hydroxide relaxers are generally based on either sodium hydroxide, potassium hydroxide, or lithium hydroxide.<sup>4</sup>

43. The term “lye” is a generic term most commonly used for sodium hydroxide.

44. Because sodium hydroxide is very caustic and corrosive, it has a high potential for scalp irritation and chemical burns, as well as reduced hair strength.

45. To consumers of hair relaxers, “lye” is associated with a relaxer that is harsh and has a strong potential for chemical burning, scalp irritation, and hair damage.

46. Knowing that many consumers understand “lye” to refer to a harsher relaxer that presents a greater risk of burning and hair damage, some manufacturers, including Defendants, have marketed lithium hydroxide no-mix relaxers as “no-lye,” simply because they do not contain sodium hydroxide. However, these relaxers still rely on a highly caustic and corrosive alkaline agent.

47. The Amla Relaxer is a no-mix, lithium hydroxide-based relaxer.

48. Defendants market the Amla Relaxer as “NO-LYE” to appeal to consumers shopping for a less harsh at-home hair relaxer. However, the Product is made with ingredients, including particularly lithium hydroxide, that have the potential to be every bit as caustic, dangerous, and damaging as lye.

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<sup>4</sup> Another type of hydroxide relaxer is comprised of a two-component, mix-type formula, where calcium hydroxide is combined at the time of use with guanidine carbonate to form guanidine hydroxide. On application, guanidine hydroxide relaxers have shown a reduced potential for scalp irritation. The calcium hydroxide within the mixture is changed into calcium carbonate, which can be rinsed away.

49. The ingredient lithium hydroxide can cause damaging effects including severe irritation, chemical burns, blisters, and hair damage. Since the Product is applied to the hair, and is specifically marketed for at-home use, avoiding potentially harmful scalp contact is problematic.

50. One of the reasons a consumer may seek out a no-lye relaxer is because they are looking for a product that is milder on the scalp and gentler on hair. By representing on the front of the Product packaging, in capitalized and bold letters, that the Amla Relaxer has “NO-LYE,” along with representations regarding the rejuvenating, nourishing, and conditioning qualities of the Product, Defendants led reasonable consumers to believe that the Amla Relaxer is a gentler alternative to relaxers containing lye.<sup>5</sup>

#### **Defendants’ Amla Relaxer Is Unreasonably Dangerous and Defective**

51. Defendants’ Amla Relaxer is unreasonably dangerous and defective.

52. Over time, the scalp irritation potential of chemical relaxers has been reduced through improved formulations.

53. Lithium hydroxide can be readily absorbed into the skin. When lithium hydroxide relaxers are made in a manner and by a process analogous to the preparation of sodium hydroxide relaxers, as Defendants appear to have done with the Amla Relaxer, the skin and scalp irritation and hair damage potential of the product is very high, and the incidence of chemical burning and acute irritation can be even higher than for a comparable sodium hydroxide relaxer.

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<sup>5</sup> Defendants cannot claim that their “NO-LYE” representation is literally true, as the shampoo component of the Product contains sodium hydroxide as an ingredient, as shown in the below ingredients list.

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, PHENOLSULFONEPHTHALEIN, PHYLLANTHUS EMBLICA FRUIT EXTRACT, SODIUM HYDROXIDE F.I.L.# D55088/2

54. There are ways to substantially mitigate this high potential for injury and hair damage, including by using a safer lithium formula. For example, a reactive process can be used “for preparing a ‘lithoate’ hair relaxer with a very low potential for skin irritation and a very high degree of efficacy with regard to the straightening of curly and/or kinky hair.” *See* U.S. Patent 5,609,859 (explaining that using the reactive ingredients lithium carbonate and calcium hydroxide, instead of lithium hydroxide, can result in a no-mix formula that is highly effective in relaxing hair, while presenting little risk of skin irritation or hair damage).<sup>6</sup>

55. Defendants’ preparation of lithium hydroxide relaxer appears to be analogous to that of a sodium hydroxide relaxer. Consequently, the Product formula presents a high risk of injuries including skin and scalp irritation, chemical burns, and hair damage. Defendants did not formulate it using lithium carbonate and calcium hydroxide, nor any other sufficient means to ameliorate or avoid such injuries and damage. Certainly, the tiny amount of Amla Oil included in the Product is not sufficient to ameliorate or avoid such injuries and damage.

56. As Defendants are well-aware, there were and are alternative formulations for at-home hair relaxers that present far less risk of damage and injury to consumers’ hair and scalps as compared to the Amla Relaxer.

57. The Amla Relaxer, as formulated, presents an unreasonable risk of injury to consumers acting foreseeably and reasonably under the circumstances.

#### **Defendants’ Amla Relaxer Labeling and Instructions Were and Are Inadequate**

58. Generally, the risk of injury and over processing by an at-home chemical relaxer can also be mitigated by clear and appropriate usage indications, instructions, and warnings.

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<sup>6</sup> Defendants have long been aware of this safer method, as this patent was assigned to Carson Products, which was purchased by L’Oréal in 2000.

59. When Defendants introduced the Amla Relaxer, it was labeled as a relaxer “FOR ALL HAIR TYPES” and included instructions indicating that “fine/color-treated” hair could be processed for up to 15 minutes, “medium/normal” hair could be processed for up to 18 minutes, and “super/coarse” hair could be processed for up to 20 minutes.



60. Later iterations of the Amla Relaxer packaging were modified slightly to state “REGULAR – SUPER” “MEDIUM TO COARSE HAIR,” and “Fast relaxing processing time. Works in 13-15 minutes.”







61. Product instructions were also modified to indicate that “medium/normal” hair could be processed for up to 13 minutes, and “super/coarse” hair could be processed for up to 15 minutes.

<b>TIMING CHART</b>	
<b>Fast Processing Time</b>	
Processing time includes application and smoothing time	
HAIR TYPE	AMLA LEGEND MAX PROCESSING TIME
MEDIUM / NORMAL	13 minutes
SUPER / COARSE	15 minutes
DO NOT EXCEED RECOMMENDED PROCESSING TIME FOR YOUR HAIR TYPE	

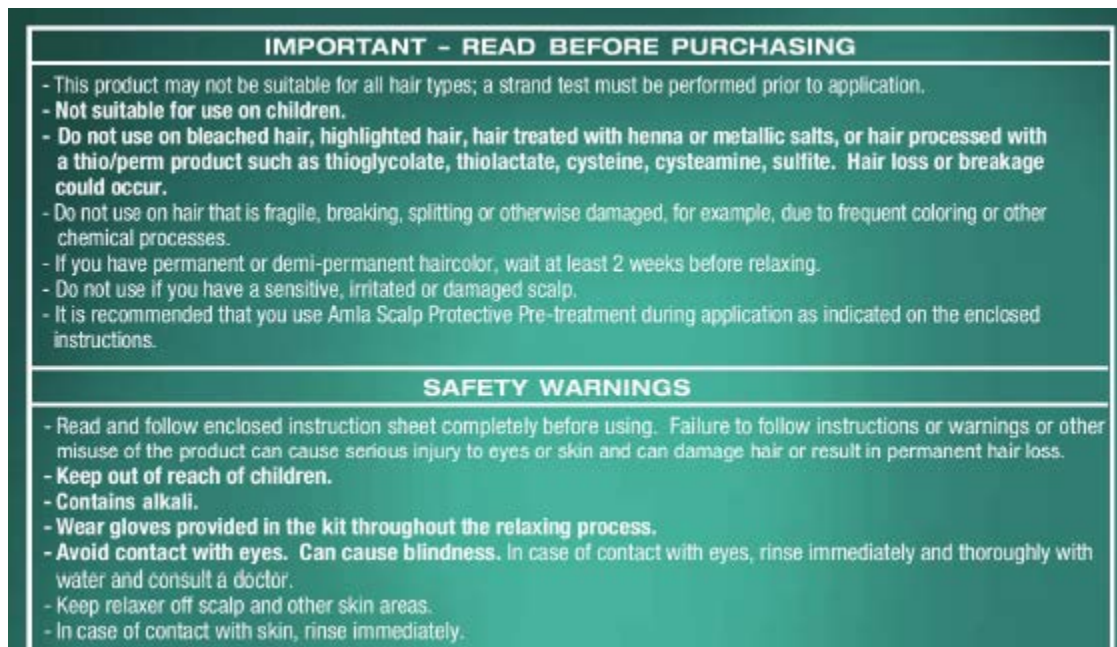
62. The Product ingredient lists remain identical.

63. These modifications are telling of the disturbing number of injuries and incidents of hair and scalp damage reported from use of the Product.

64. Unfortunately for consumers, these changes do not and cannot alter the fact that Defendants' formula for the Amla Relaxer is unreasonably dangerous and defective, or that the Product is misleadingly labeled and advertised.

65. Nor does the generic warning Defendants include on a side panel of Product packaging correct the misleading representations made prominently elsewhere on Product packaging or alert consumers to the defective nature of the Product.

66. The Product warning merely advises consumers that the Product can lead to hair damage and injury if the Product is misused or if instructions are not followed. The Product warning does not advise consumers of the unreasonably high risk and propensity of the Product to cause damage to hair and skin *even when all instructions and warnings are heeded*.



### **Deceptive Advertising and Labeling of the Amla Relaxer**

67. Defendants have falsely and misleadingly labeled and advertised the Amla Relaxer. In fact, one of the Product's primary misleading claims, that the Amla Relaxer is

“REJUVENATING,” appears in capitalized font in the Product name, front and center on the Product packaging.

68. This claim is particularly appealing for consumers seeking to avoid a harsh, lye hair relaxer. Defendants deceptively lead consumers to believe that not only is the Amla Relaxer gentler and safer than a lye-based relaxer, it is actually capable of improving the condition of one’s hair.

69. These promises are reinforced by additional representations, including that the Product is nourishing and conditioning, will provide “fuller, silkier hair” and “respect of hair fiber integrity,” and is “infused” with the purportedly key ingredient Amla Oil—a legendary, antioxidant rich oil derived from the Indian Amla superfruit.

70. National retailers utilize similar promotional materials on their websites, including the images of the Product packaging. For example, Walmart’s website states that the Product is “[a]n easy no-mix, no-lye cream relaxer kit that ensures an easier relaxing process for unified results and superior respect for hair fiber integrity.”<sup>7</sup> The Walmart website also contains the following representation:

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**

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<sup>7</sup> See <https://www.walmart.com/ip/Optimum-Amla-Legend-No-Mix-No-Lye-Relaxer/24548828> (last accessed August 25, 2016).

**nourishment and conditioning.** Experience the legendary power of amla oil!<sup>8</sup>

71. Similarly, the CVS website contains the following representations:

Infuses **hydration and conditioning**, Intense detangling, No Mix, No-Lye Relaxer System For All Hair Types. 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**.<sup>9</sup>

72. These marketing claims and representations are false, misleading, and deceptive. In reality, the Amla Relaxer can and does cause devastating injuries, such as hair loss and breakage, and skin irritation, including chemical burns and blisters, when used in accordance with the instructions provided by Defendants.

73. Defendants know the dangers posed by the Product and its ingredients, as evidenced by their own stated ingredients list for the Amla Relaxer cream and other components in the Product.

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<sup>8</sup> See *id.* (emphasis added).

<sup>9</sup> See <http://www.cvs.com/shop/beauty/hair-care/treatments/softsheen-carson-optimum-amlal-legend-rejuvenating-ritual-no-mix-no-lye-relaxer-prodid-915172?skuId=915172> (last accessed August 25, 2016) (emphasis added).



**SCALP PROTECTOR PRE-TREATMENT/PRÉ-TAITEMENT PROTECTEUR: 42935 SS1 – PARAFFINUM LIQUIDUM / MINERAL OIL / HUILE MINERALE, 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 MINERALE, 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, PHENOLSULFONEPHTHALEIN, 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 MINERALE, 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**

74. The Product's relaxer cream ingredients include the following, in addition to highly caustic and corrosive lithium hydroxide:

#### PRODUCT DETAILS      INGREDIENTS

AQUA / WATER / EAU, PARAFFINUM LIQUIDUM / MINERAL OIL / HUILE MINERALE, 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

- a. hexylene glycol, is a hazardous substance used in chemical manufacturing, which can irritate the skin, eyes, and respiratory tract and can also increase skin penetration by the Product;
- b. butylene glycol, is a chemical that can penetrate the skin causing irritation, dermatitis, and hives;
- c. cocamidopropyl betaine, is a synthetic surfactant associated with irritation and allergic contact dermatitis; and

- d. unspecified parfum / fragrance, presents its own set of risks as there are thousands of fragrance chemicals, many of which have the potential to irritate skin and/or increase penetration of the skin by the Product.

75. Only last (and least) does the legendary Amla Oil ingredient—Phyllanthus Emblica Fruit Extract—appear.

76. Any Amla Oil present in the Product is not sufficient to counteract the damage caused by the Amla Relaxer. In fact, the interaction of Amla Oil in the Product may actually contribute to the Product's damaging effects if it is not compatible with strong bases. *See, e.g.*, [https://www.naturalsourcing.com/downloads/msds/MSDS\\_Amla\\_Oil.pdf](https://www.naturalsourcing.com/downloads/msds/MSDS_Amla_Oil.pdf) (Material Safety Data Sheet for variety of Amla Oil, advising avoidance of strong oxidizers, acids and bases). For example, the Amla Oil could potentially saponify in the Product, producing soaps and other byproducts of unknown toxicity.

77. Additional ingredients in the other four components of the Amla Relaxer (including the so-called scalp protector pre-treatment, neutralizing shampoo, conditioner, and oil moisturizer) may also present risks to hair and skin. For example, several 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.

78. Discovery will uncover additional facts concerning Defendants' Product formulation.



**Defendants are Aware the Amla Relaxer is Unreasonably Dangerous and Defective**

79. The dangerous and defective nature of the Product is apparent to Defendants from their own Product formula and ingredients list. The Product's harmful effect is further undeniable from the slew of consumer complaints evidenced on the Internet.

80. The Internet is replete with consumer complaints that describe the Product causing severe adverse reactions such as significant hair loss, chemical burns, and blisters. Below is a sample of consumer complaints from Amazon.com, which show a disturbing trend:

- I have never experienced burns like the burns from this product. [By] 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.<sup>10</sup>
- \*\*\*I WANT TO SUE THIS COMPANY. \*\*\*\*I AM 42 YEARS OLD AND I HAVE BEEN RELAXING MY OWN HAIR SINCE I WAS 17 YEARS OLD, AND HAVE NEVER BEEN THIS TRAUMATIZED. YESTERDAY 8-21-13 WENT AND PURCHASED THIS AMLA RELAXER. (NORMALLY I USE MILD OR REGULAR). BUT THIS BOX DID NOT SAY IF IT WAS MILD, REGULAR OR SUPER STRENGHT. I ASKED THE SALES CLERK AND SHE SAID IT WAS FOR ALL HAIR TYPES. AROUND 8:25PM AFTER APPLYING THE SCLAP TREATMENT BASE, I STARTED APPLYING THE RELAXER AND IMMEDIATELY MY SCALP WAS ON FIRE. 5-10 MINUTES LATER ALL THE HAIR AT THE FRONT OF MY HEAD FELL OUT AS I RINSED THIS CRAP OFF MY

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<sup>10</sup> See <https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/dp/B00B1KM1XM> (last accessed August 25, 2016).

HAIR. [I] AM SO TRAUMATIZED BY THIS EXPERIENCE. NOW I AM COMPLETELY BALD ON THE FRONT PORTION OF MY HEAD (COMPLETELY BALD FROM THE CROWN TO MY FOREHEAD). AND TODAY 8-22-13 MY SCALP IS STILL HURTING AND BURNING. I ONLY HAVE HAIR IN THE BACK OF MY HEAD. I AM SO DEPRESSED AND TRAUMATIZED FROM THIS EXPERIENCE THIS COMPANY NEED TO STOP SELLING THIS PRODUCT. IT IS MISLABELED.<sup>11</sup>

- 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.<sup>12</sup>
- 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

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<sup>11</sup> *See id.*

<sup>12</sup> *See id.*

WEAR MY HAIR SHORT AND NOW I HAVE ALMOST NO HAIR. I NOW HAVE TO WEAR [A] WIG. I AM DEVASTATED!!!!

SOFT SHEEN NEEDS TO DO RIGHT BY US. ALSO, LADIES, WHAT ARE WE GOING TO DO ABOUT IT? I HAVE CONTACTED THE COMPANY TO SEE WHAT THEY WILL DO FIRST AND THEN I AM CONSIDERING A PETITION AND CONSUMER COMPLAINT.

I AM A FORMER COSMETOLOGIST, SO I KNOW HOW TO APPLY A RELAXER. THIS IS THE FIRST TIME I HAVE EXPERIENCED THIS HORRENDOUS!<sup>13</sup>

- DO NOT USE THIS RELAXER IF YOU WANT TO KEEP YOUR HAIR!!!  
OMG!! WHY DID I NOT READ THE REVIEWS BEFORE APPLYING THIS PRODUCT TO MY HAIR!!!! I PURCHASED THIS PRODUCT ON THURSDAY, FEB 4, 2016 BECAUSE I NEEDED TO RE-TOUCH MY ROOTS ONLY! I WANTED TO TRY A DIFFERENT RELAXER AND USED OTHER ALMA LEGEND PRODUCTS SO THOUGHT WHAT COULD GO WRONG!! WHY JESUS, DID'NT I JUST STICK TO MY ORGANICS OLIVE OIL RELAXER!! NEEDLESS TO SAY I STARTED AT THE BACK OF MY HEAD AND WORKED MY WAY TO THE MIDDLE OF MY HEAD! IT STARTED TO BURN, BUT NOTHING THAT I COULD NOT HANDLE SO I THOUGHT!! THEN THE BURNING

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<sup>13</sup> See [https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm\\_cr\\_dp\\_see\\_all\\_btm?ie=UTF8&showViewpoints=1&sortBy=recent](https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm_cr_dp_see_all_btm?ie=UTF8&showViewpoints=1&sortBy=recent) (last accessed August 25, 2016).

STARTING TO GET WORSE!! SO IMMEDIATELY DECIDED LET ME JUST DO MY FRONT EDGES AND WASH OUT. I SERIOUSLY HAD THE PRODUCT ON NO LONGER THA[N] 20 MINUTES. I JUMPED IN THE SHOWER TO START WASHING THE RELAXER OUT USING COOL WATER, I GRABBED THE NEUTRALIZING SHAMPOO TO STOP THE PROCESSING AND TO POSSIBLY COOL DOWN THE BURNING, AND WHEN I SAY GLOBS OF HAIR STARTING TO SLIDE OUT OF MY HAIR. I MEAN WHOLE GLOBS OF HAIR!! NOT NORMAL 2-3 STRANDS. BUT A WHOLE SECTION OF THE MIDDLE OF MY HEAD IS BASICALLY GONE!! I STARTED SCREAMING AND CRYING AT THE SAME TIME AND GRAB EVERY DEEP CONDITIONER I OWNED!! BUT NOTHING WORKED!! IT WAS TOO LATE!! NOW I'M LITERALLY LEFT WITH THIN FRIED HAIR WITH SPOTS OF BROKEN OFF PIECES!! BIG CHANGE FROM MY THICK WAVY ROOTS HAIR THAT I WORK HARD TO MAINTAIN!! I'M SO UPSET THAT I'M THINKING OF SUING THIS COMPANY!! THEY NEED TO IMMEDIATELY TAKE THIS PRODUCT OFF THE MARKET!! IT'S THE WORST PRODUCT I HAVE EVER USED!! NOW I WILL HAVE TO FIGURE OUT IF I WANT [A] SHORT PIXIE CUT OR WAIT 2 WEEKS TO GET BRAIDS!! OR WAIT UNTIL MY SCALP STOPS BURNING!! UGH!! I HOPE THIS SAVES SOMEONE OUT

THERE!! THINK I MAY STAY AWAY FROM RELAXERS FOR GOOD!!<sup>14</sup>

- I have long thick healthy bra strap length hair and usually use Soft & Beautiful Botanical for my touch-ups every 3-4 months. I decided to purchase this perm from Walmart thinking that because it's expensive, maybe it would be better than the Soft & Beautiful that I've used for years. Also because of it's "no mix" feature. Well...2 minutes after applying this product to the lower half of my head, trying carefully to avoid the scalp, my scalp was on fire. Now keep in mind that I do not have sensitive scalp and have never burned from any other relaxer. I honestly thought I was having an allergic reaction to the product. I quickly rinsed the crap off with their neutralizing shampoo. Even after rinsing 3-4 times, my scalp was still burning. I decided to use my own shampoo and added coconut, olive oil and any conditioner I could get my hands on to stop the stinging and breakage. Rinsed again another 4 times. I was in pain even after drying my hair. Now I have scabs all over my scalp. Since then, I've had to add olive oil to my scalp every day to soften the scabs and so that my [h]air does not continue to fall out. This is by far the wors[t] experience I've ever had with a relaxer. There really should be a class-action lawsuit against this product.<sup>15</sup>

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<sup>14</sup> See *id.*

<sup>15</sup> See [https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm\\_cr\\_ar\\_p\\_d\\_paging\\_btm\\_2?ie=UTF8&showViewpoints=1&sortBy=recent&pageNumber=2](https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm_cr_ar_p_d_paging_btm_2?ie=UTF8&showViewpoints=1&sortBy=recent&pageNumber=2) (last accessed August 25, 2016).



- All my hair came out don't buy this product<sup>16</sup>
- I purchased this perm because it was new. My hair fell out My head was burning so BADD after 3 minutes. I have pictures where my hair was just falling out in chunks. PLEASE DONT USE THIS PERM!!!!!!! THIS PERM IS HORRIBLE!!!!!! IM BALD ALL IN THE CENTER OF MY HEAD AND MY SCALP LOOKS WHITE LIKE ITS BURNT!!!!!!! MY HAIR IS STILL SHEDDING BADD AFTER USING THIS PERM THREE WEEKS AGO!!!!!! I HAD THE MOST BEAUTIFUL HAIR!!!!!!!!!!!!<sup>17</sup>
- Attention ladies.. DO NOT USE THIS PRODUCT!!!!!!! My hair is falling out in clumps and I have no hair in the lower back of my head at all. This company has to be sued and this product needs to be taken off the market. No one should have to go through this at all. We need a class action lawsuit to go in effect immediately. I wish I read these reviews before I purchased this product..Alma Legends relaxer!!!!!! Save yourself while you still have time. If you want to keep your hair and your sanity you will not use this product. I have been natural for at least two years and went to the store to purchase products for a blowout but the products weren't in stock so I decided to relax my hair, worst decision in my life!!! I will be obtaining a lawyer because this

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<sup>16</sup> See *id.*

<sup>17</sup> See [https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm\\_cr\\_getr\\_d\\_paging\\_btm\\_3?ie=UTF8&showViewpoints=1&sortBy=recent&pageNumber=3](https://www.amazon.com/Softsheen-Carson-Optimum-Legend-Relaxer/product-reviews/B00B1KM1XM/ref=cm_cr_getr_d_paging_btm_3?ie=UTF8&showViewpoints=1&sortBy=recent&pageNumber=3) (last accessed August 25, 2016).

is just wrong. So once again...do not buy this product..please do not fall for their propaganda! I cannot stress this fact enough!! The worst!<sup>18</sup>

81. These consumers, as well as Plaintiffs and other Class members, sustained damages as a direct and proximate result of Defendants' fraud, negligence, wrongful conduct and omissions in connection with the research, formulation, manufacture, testing, marketing, and sale of the Product.

82. Despite having notice of these consumer complaints, Defendants have continued to sell the Product and have failed to recall the Product or provide adequate warning or instruction on the Product packaging or in other marketing materials. Moreover, Defendants have failed to take proper action to mitigate the adverse effects caused by the Product.

83. Instead, Defendants have quietly responded to some individual consumer complaints regarding their Product, while continuing to put other consumers at risk.

84. For example, consumers who have complained to Defendants via facebook.com have received responses similar to the following:

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<sup>18</sup> *See id.*



**Sanay Carter** ▸ **Amla Legend**

September 1, 2014 · 🌐

I have read some post on this site about the Optimum Amla Legend Relaxer damaging their hair. Call the company and inform them of what is going on,,they need to know that the relaxer is damaging your hair. I used it and the second time I used it my hair fell out in the back and around my edges. Never had this problem with just the regular Optimum Relaxer.

2 Comments

➦ Share

Chronological ▾



**Amla Legend** ✓ Thank you for reaching out and sorry to hear about your experience with our product. We'll definitely inform the team of your situation and please do not hesitate to call us; 1-800-442-4643 M-F 9am-5pm EST.

September 17, 2014 at 1:23pm



**Sheryl Webb** They have GOT to KNOW this CHEMICAL is taking TOO MANY people's hair out!

July 6, 2015 at 6:11pm



**Nate N' Tracy Davis** ▸ **Amla Legend**

January 18, 2014 · 🌐

Take this Amla off the market. it burns and is awful. first time i have ever burned and now it happens with a perm i did not even want. got because the other optimum is out. you have great products. please do not ruin your reputation with perms like this. apparently i am not the only one, read the reviews.

2 Likes 1 Comment

➦ Share

Marshelia Lovelace-Evans and Helena McCone like this.

Chronological ▾



**Amla Legend** ✓ Thank you for reaching out Tracy and leaving your feedback. We apologize for your experience and would like to help further. Please reach out to us here; [bit.ly/1ilb6uD](https://bit.ly/1ilb6uD)

👍 1 · January 21, 2014 at 5:43pm

➦ 1 Reply



**Mila Avzara** ▶ **Amla Legend**

June 1, 2016 · 🌐

Amazing products but the WORST relaxers in the industry.  
It literally burned my hair!!!  
I hate you Amla Legend

1 Comment

➦ Share

Chronological ▼



**Amla Legend** ✓ Hi Mila- We are sorry to hear about this and would like to help you. Call us at 800.442.4643 M-F 9-5 EST Give the rep reference #1167233.

June 2, 2016 at 1:27pm



**Marshelia Lovelace-Evans** ▶ **Amla Legend**

March 19, 2014 · China, AL · 🌐

I'm sorry. I can't use this anymore. I'm praying my hair doesn't break. I love Optimim Red but Amla....NO!!! I'm sorry!!



2 Likes 2 Comments

Marshelia Lovelace-Evans and Tonya Renee Ford like this.

[Top Comments](#) ▼



**Tonya Renee Ford** i told them this perm burns ,i went back to the red.

👍 1 · March 20, 2014 at 3:43pm



**Marshelia Lovelace-Evans** It burned so bad that I have sores around the edge of my hairline. I have never had that happen to me. I will be going back to the red. For sure.

March 20, 2014 at 7:12pm



**Amla Legend** 🟩 So sorry to hear about your experience with the product Marshelia. The Amla relaxer does have a much faster processing time compared to our Optimim red relaxer. Please feel free to contact us at any time at 1-800-442-4643 M-F 9am-5pm EST.



85. Adding insult to injury, Defendants' subsequent response to consumers is often to recommend using other products from the Amla Legend product line to treat the severe hair damage caused by the Amla Relaxer.

86. 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 representations, 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.

87. Plaintiffs and other Class members relied on Defendants' misrepresentations and omissions regarding the benefits of the Product. Plaintiffs and Class members have been damaged by Defendants' deceptive and unfair conduct and wrongful actions and inaction in that they purchased the Product which they would not have otherwise purchased had Defendants not misrepresented the benefits of the Product or warned them of the potential harms caused by the Product.

#### **CLASS DEFINITIONS AND ALLEGATIONS**

88. Plaintiffs bring this action as a class action under Federal Rule of Civil Procedure 23 on behalf of all persons in the United States who, within the relevant statute of limitations period, purchased the Product (the "Class").

89. Plaintiff Oravillo also seeks to represent a subclass defined as all members of the Class who purchased the Product in California (the "California Subclass").

90. Plaintiffs Riles and Taylor also seek to represent a subclass defined as all members of the Class who purchased the Product in Illinois (the "Illinois Subclass").

91. Plaintiff Jacobs also seeks to represent a subclass defined as all members of the Class who purchased the Product in Kentucky (the “Kentucky Subclass”).

92. Plaintiff Raines also seeks to represent a subclass defined as all members of the Class who purchased the Product in Florida (the “Florida Subclass”).

93. Plaintiffs Turnipseed and Sanon also seek to represent a subclass defined as all members of the Class who purchased the Product in New York (the “New York Subclass”).

94. Plaintiff Coleman also seeks to represent a subclass defined as all members of the Class who purchased the Product in Pennsylvania (the “Pennsylvania Subclass”).

95. Plaintiff Finch also seeks to represent a subclass defined as all members of the Class who purchased the Product in Missouri (the “Missouri Subclass,” together with the California, Illinois, Kentucky, Florida, New York, and Pennsylvania Subclasses, the “Subclasses”).

96. Excluded from the Class and Subclasses are the Defendants, the officers and directors of the Defendants at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest.

97. Also excluded from the Class and Subclasses are persons or entities that purchased the Product for purposes of resale.

98. Plaintiffs are members of the Class and Subclasses they seek to represent.

99. Members of the Class and Subclasses are so numerous that joinder of all members is impractical. Although Plaintiffs do not yet know the exact size of the Class, the Product is sold in retail locations throughout the United States, as well as online, and on information and belief, members of the Class number in the thousands, if not hundreds of thousands.

100. The Class and Subclasses are ascertainable because their members can be identified by objective criteria – the purchase of Defendants’ Product in the United States during the statute of limitations period. Individual notice can be provided to Class members “who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

101. Common questions of law and fact exist as to all members of the Class and the Subclasses and predominate over questions affecting only individual Class and Subclass members. Common legal and factual questions include, but are not limited to, whether Defendants’ Product was defective and whether Defendants’ labeling and marketing of the Product was misleading and omitted material information.

102. Plaintiffs’ claims are typical of the claims of the members of the Class and Subclasses as all members of the Class and Subclasses are similarly affected by the same misleading advertisements and common, inherent defect in Defendants’ Product. Plaintiffs have no interests antagonistic to the interests of the other members of the Class and Subclasses. Plaintiffs and all members of the Class and Subclasses have sustained economic injury arising out of Defendants’ violations of common and statutory law as alleged herein.

103. Plaintiffs are adequate representatives of the Class and Subclasses they seek to represent because their interests do not conflict with the interests of the Class and Subclass members, they have retained counsel that is competent and experienced in prosecuting class actions, and they intend to prosecute this action vigorously. The interests of the Class and Subclass members will be fairly and adequately protected by Plaintiffs and their counsel.

104. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Plaintiffs and Class members. Each individual Class and Subclass member may lack the resources to undergo the burden and expense of individual prosecution of

the complex and extensive litigation necessary to establish Defendants' liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent and/or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendants' liability. Class treatment of the liability issues will ensure that all claims are consistently adjudicated.

### **COUNT I**

#### **(The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*)**

105. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

106. Plaintiffs assert this cause of action on behalf of the nationwide Class.

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

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

109. 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.

110. The 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.

111. 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.

112. 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).

113. 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.

114. 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 a “no-lye,” “anti-breakage” and “intense conditioning” “rejuvenating ritual” that is “infused with” a “powerful antioxidant rich in vitamins in minerals” and which “delivers unified results,” has “superior respect of hair fiber integrity,” “reveal[s] visibly fuller, silkier hair”, “protects scalp & skin” and “infuses hydration & conditioning”. However, rather than protect scalp, skin and hair, as Defendants warranted, the Amla Relaxer actually damages skin, scalp, and hair.

115. 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.



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

117. The latent and/or inherent defects at issue herein existed when the 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.

118. 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.

119. 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 the 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 the 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.

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

121. 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 the Amla Relaxer and the cost of efforts to mitigate the damages caused by using the Product.

122. 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**

### **(California's Consumers Legal Remedies Act, Cal. Civil Code §§ 1750, *et seq.*)**

123. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

124. Plaintiff Oravillo brings this Count individually and on behalf of the California Subclass.

125. Plaintiff Oravillo and California Subclass members are consumers who purchased the Product for personal, family, or household purposes. Accordingly, Plaintiff and California Subclass members are "consumers" as that term is defined by the CLRA in Cal. Civ. Code

§ 1761(d). Plaintiff and California Subclass members are not sophisticated experts with independent knowledge of the formulation and effects of the Product.

126. At all relevant times, the Product constituted a “good” as that term is defined in Cal. Civ. Code § 1761(a).

127. At all relevant times, Defendants were “persons” as that term is defined in Civ. Code § 1761(c).

128. At all relevant times, Plaintiff’s purchases of the Product, and the purchases of the Product by other California Subclass members, constituted “transactions” as that term is defined in Cal. Civ. Code § 1761(e). Defendants’ actions, inactions, representations, omissions, and conduct has violated, and continues to violate the CLRA, because they extend to transactions that intended to result, or which have resulted in, the sale of the Product to consumers.

129. The policies, acts, omissions, and practices described in this Complaint were intended to and did result in the sale of the Product to Plaintiffs and the Class. Defendants’ practices, acts, omissions, policies, and course of conduct violated the CLRA §1750 *et seq.* as described above.

130. Defendants represented that the Product had sponsorship, approval, characteristics, uses, and benefits which it did not have in violation of Cal. Civ. Code § 1770(a)(5).

131. Defendants represented that the Product was of a particular standard or quality when Defendants were aware it was of another, in violation of California Civil Code § 1770(a)(7).

132. Defendants violated California Civil Code §§ 1770(a)(5) and (a)(7) by representing that the Product was a “no-lye,” “anti-breakage” and “intense conditioning” “rejuvenating ritual,” that is “infused with” a “powerful antioxidant rich in vitamins and minerals” and which delivers “unified results,” “has superior respect of hair fiber integrity,” “reveal[s] visibly fuller, silkier

hair,” “protects scalp & skin” and “infuses hydration & conditioning” as more fully set forth above, when, in fact, the Product does not have these qualities or effects; rather, it increases the risk of and results in injuries, including, but not limited to substantial hair loss, breakage, chemical burns, blisters, and other signs of damage and irritation.

133. Defendants advertised the Product with the intent not to sell it as advertised in violation of § 1770(a)(9) of the CLRA. Defendants did not intend to sell the Product as advertised because Defendants knew that the Product was not safe and effective, would not nourish, rejuvenate and hydrate hair, or leave it fuller and silkier. Defendants knew that use of the Product increases the risk of and frequently results in damage and injuries.

134. Plaintiff Oravillo and California Subclass members suffered injuries caused by Defendants’ misrepresentations and omissions because: (a) Plaintiff and California Subclass members would not have purchased the Product if they had known the true facts; (b) Plaintiff and California Subclass members purchased the Product due to Defendants’ misrepresentations and omissions; and (c) the Product did not have the level of quality, effectiveness, or value as promised.

135. Plaintiff Oravillo and the California Subclass seek an order enjoining Defendants’ unfair or deceptive acts or practices, equitable relief, an award of attorneys’ fees and costs under Cal. Civ. Code § 1780(e), and any other just and proper relief available under the CLRA.

136. 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 III**

**(California’s False Advertising Law, Cal. Bus. & Prof. Code §§17500, *et seq.*)**

137. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

138. Plaintiff Oravillo brings this Count individually and on behalf of the California Subclass.

139. California’s FAL (Bus. & Prof. Code §§17500, *et seq.*) makes it “unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, . . . in any advertising device . . . or in any other manner or means whatever, including over the Internet, any statement, concerning . . . personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

140. Defendants committed acts of false advertising, as defined by the FAL, by using false and misleading statements, and material omissions, to promote the sale of the Product, as described above, and including, but not limited to, representing that the Product was a “no-lye,” “anti-breakage” and “intense conditioning” “rejuvenating ritual,” that is “infused with” a “powerful antioxidant rich in vitamins and minerals” and which delivers “unified results,” “respects hair fiber integrity,” “reveal[s] visibly fuller, silkier hair,” “protects scalp & skin” and “infuses hydration & conditioning” as more fully set forth above, when, in fact, Defendants knew or should have known the Product does not have these qualities or effects; rather, it increases the risk of and results in injuries, including, but not limited to substantial hair loss, breakage, burns, blisters, and other signs of damage and irritation.



141. Defendants knew or should have known, through the exercise of reasonable care, that their statements were untrue and misleading.

142. Defendants' actions and omissions in violation of the FAL were false and misleading such that the general public is and was likely to be deceived.

143. As a direct and proximate result of these acts and omissions, consumers have been and are being harmed. Plaintiff and members of the California Subclass have suffered injury and actual out-of-pocket losses as a result of Defendants' FAL violation because: (a) Plaintiff and California Subclass members would not have purchased the Product if they had known the true facts; (b) Plaintiff and California Subclass members purchased the Product due to Defendants' misrepresentations and omissions; and (c) the Product did not have the level of quality, effectiveness, or value as promised.

144. Plaintiff brings this action pursuant to Bus. & Prof. Code § 17535 for injunctive relief to enjoin the practices described herein and to require Defendants to issue corrective disclosures to consumers. Plaintiff and the California Subclass are therefore entitled to: (a) an order requiring Defendants to cease the acts of unfair competition alleged herein; (b) full restitution of all monies paid to Defendants as a result of their deceptive practices; (c) interest at the highest rate allowable by law; and (d) the payment of Plaintiff's attorneys' fees and costs pursuant to, *inter alia*, California Code of Civil Procedure §1021.5.

#### **COUNT IV**

**(California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

145. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

146. Plaintiff Oravillo brings this Count individually and on behalf of the California Subclass.

147. The Unfair Competition Law, Cal. Business & Professions Code § 17200, *et seq.* (“UCL”), prohibits any “unlawful,” “unfair,” or “fraudulent,” business act or practice and any false or misleading advertising.

148. The UCL, Bus. & Prof. Code § 17200 *et seq.*, provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising ....” The UCL also provides for injunctive relief and restitution for UCL violations. By virtue of its above-described wrongful actions, Defendants engaged in unlawful, unfair, and fraudulent practices within the meaning, and in violation of, the UCL.

149. “By proscribing any unlawful business practice, section 17200 borrows violations of other laws and treats them as unlawful practices that the UCL makes independently actionable.” *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180 (1999) (citations and internal quotation marks omitted).

150. Virtually any law or regulation – federal or state, statutory, or common law – can serve as a predicate for an UCL “unlawful” violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal. App. 4th 1342, 1383 (2012).

151. Defendants violated the “unlawful prong” by violating the CLRA and the FAL, as well as by breaching express and implied warranties as described herein.

152. Defendants’ acts and practices constitute “unfair” business acts and practices in that the harm caused by Defendants’ wrongful conduct outweighs any utility of such conduct, and that Defendants’ conduct: (i) offends public policy; (ii) is immoral, unscrupulous, unethical,

oppressive, deceitful and offensive, and/or (iii) has caused (and will continue to cause) substantial injury to consumers, such as Plaintiffs and the Class.

153. There were reasonably available alternatives to further Defendants' legitimate business interests, including changing the Product formula, warning consumers and the public about the risks of and adverse effects caused by the Product, and recalling the Product, other than Defendants' wrongful conduct and omissions described herein.

154. The UCL also prohibits any "fraudulent business act or practice." Defendants' above-described claims, nondisclosures, and misleading statements were false, misleading, and likely to deceive the consuming public in violation of the UCL.

155. As a direct and proximate result of Defendants' above-described wrongful actions, inactions, and violation of the UCL; Plaintiff Oravillo and members of the California Subclass have suffered injury and actual out-of-pocket losses because: (a) Plaintiff and California Subclass members would not have purchased the Product if they had known the true facts; (b) Plaintiff and California Subclass members purchased the Product due to Defendants' misrepresentations and omissions; and (c) the Product did not have the level of quality, effectiveness, or value as promised.

156. Pursuant to Bus. & Prof. Code §17203, Plaintiff and the California Subclass are therefore entitled to: (a) an order requiring Defendants to cease the acts of unfair competition alleged herein; (b) full restitution of all monies paid to Defendants as a result of their deceptive practices; (c) interest at the highest rate allowable by law; and (d) the payment of Plaintiffs' attorneys' fees and costs pursuant to, *inter alia*, California Code of Civil Procedure §1021.5

**COUNT V**

**(Illinois Consumer Fraud and Deceptive Business Practices Act,**

**815 Ill. Comp. Stat. 505/1, *et seq.*)**

157. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

158. Plaintiffs Riles and Taylor bring this Count individually and on behalf of the Illinois Subclass.

159. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 Ill. Comp. Stat. 505/1, *et seq.* (the “ICFA”) protects consumers and competitors by promoting fair competition in commercial markets for goods and services.

160. The ICFA prohibits any unlawful, unfair, or fraudulent business acts or practices including the employment of any deception, fraud, false pretense, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact.

161. Section 2 of the ICFA provides in relevant part as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2 (footnote omitted).

162. The ICFA applies to Defendants' actions and conduct as described herein because it protects consumers in transactions that are intended to result, or which have resulted, in the sale of goods or services.

163. Defendants are persons within the meaning of the ICFA.

164. Plaintiff Riles, Plaintiff Taylor, and other members of the Illinois Subclass are consumers within the meaning of the ICFA.

165. Defendants' Product is merchandise within the meaning of the ICFA and the sale of its Product is considered trade or commerce under the ICFA.

166. Defendants' act of marketing and advertising the Product as a "no-lye," "anti-breakage" and "intense conditioning" "rejuvenating ritual," that is "infused with" a "powerful antioxidant rich in vitamins and minerals" and which delivers "unified results," has "superior respect of hair fiber integrity," "reveal[s] visibly fuller, silkier hair," "protects scalp & skin" and "infuses hydration & conditioning" as more fully set forth above, is a "deceptive" practice under the Act. Rather than provide consumers such as Plaintiffs and the other Subclass members with full information on which to base purchases, Defendants knowingly concealed such facts and to date has yet to issue even a single word of clarification or retraction

167. Defendants' foregoing deceptive acts and practices, including their omissions, were material, in part, because they concerned an essential part of the Product's functionality and safety. Defendants omitted material facts regarding the dangers and hazards associated with the Product by failing to disclose that the Product can and does cause substantial hair loss and damage, chemical burns, irritation, and blisters, when used as intended.

168. Defendants created advertisements and marketing materials with the intent that Plaintiffs and other consumers would rely on the information provided.

169. Defendants' misrepresentations and omissions to Plaintiffs and members of the Illinois Subclass constitute unfair and deceptive acts and practices in violation of the ICFA.

170. Had Defendants not engaged in the deceptive misrepresentation and omission of material facts as described above, Plaintiffs and Illinois Subclass members would not have purchased the Product or would have paid less for the Product.

171. Plaintiffs Riles and Taylor and Illinois Subclass members were damaged by Defendants' conduct directed towards consumers. As a direct and proximate result of Defendants' violation of the ICFA, Plaintiffs and Illinois Subclass members have suffered harm in the form of monies paid for Defendants' Product. Plaintiffs, on behalf of themselves and the Illinois Subclass, seeks an order (1) requiring Defendants to cease the unfair practices described herein; (2) awarding damages, interest, and reasonable attorneys' fees, expenses, and costs to the extent allowable; and/or (3) requiring Defendants to restore to Plaintiffs and each Illinois Subclass member any money acquired by means of unfair competition.

## **COUNT VI**

### **(Breach of Express Warranty)**

172. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

173. Plaintiffs bring this claim individually and on behalf of the members of the Class and Subclasses against Defendants.

174. Plaintiffs and the Class and Subclass members purchased the Product either directly from Defendants or through authorized retailers such as Amazon, Walmart, Walgreens and/or Sally Beauty Supply, among others



175. Defendants, as the designers, manufacturers, marketers, distributors, or sellers expressly warranted that the Product was fit for its intended purpose by making the express warranties that the Product is a “no-lye,” “anti-breakage” and “intense conditioning” “rejuvenating ritual” that is “infused with” a “powerful antioxidant rich in vitamins and minerals” and which delivers “unified results,” has “superior respect of hair fiber integrity,” “reveal[s] visibly fuller, silkier hair,” “protects scalp & skin,” and “infuses hydration & conditioning.”

176. Defendants’ affirmations of fact and promises made to Plaintiffs and the Class on the Product labels became part of the basis of the bargain between Defendants on the one hand, and Plaintiffs and the Class members on the other, thereby creating express warranties that the Product would conform to Defendants’ affirmations of fact, representations, promises, and descriptions.

177. 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 have the properties it was represented to possess. Rather, the Amla Relaxer suffers from latent and/or inherent design and/or manufacturing defects that cause substantial hair loss, burns, and blisters, rendering the Product unfit for its intended use and purpose. These defects substantially impair the use, value and safety of the Product.

178. 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.

179. 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.

180. 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.

181. 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 VII**

#### **(Breach of Implied Warranty of Merchantability)**

182. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

183. Plaintiffs bring this Count individually and on behalf of the members of the Class and Subclasses.

184. The Uniform Commercial Code § 2-314 provides that, unless excluded or modified, a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. To be "merchantable," goods must, *inter alia*, "pass without objection in the trade under the contract description," "run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved," be "adequately contained, packaged, and labeled as the agreement may require," and "conform to the promise or affirmations of fact made on the container or label."

185. Defendants formulated, manufactured, tested, marketed, promoted, distributed, and sold the Product as safe for use by the public at large, including Plaintiffs, who purchased the Product.

186. Defendants knew the use for which the Product was intended and impliedly warranted the product to be of merchantable quality, safe and fit for use.

187. Plaintiffs reasonably relied on the skill and judgment of the Defendants, and as such their implied warranty, in using the Product.

188. Contrary to same, the Product was not of merchantable quality or safe or fit for its intended use, because it is unreasonably dangerous and unfit for the ordinary purpose for which it was used. Specifically, the Product causes significant hair loss and skin and scalp irritation, including chemical burns and blisters.

189. Defendants breached their implied warranties because the Product does not have the quality, quantity, characteristics, or benefits as promised, and because the Product does not conform to the promises made on its labels.

190. As a direct and proximate result of one or more of these wrongful acts or omissions of the Defendants, Plaintiffs experienced significant hair loss. They also experienced chemical burns and/or irritation on their scalp as a result of using the Product.

191. Plaintiffs and Class and Subclass 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 impliedly warranted.

192. Plaintiffs demand judgment against Defendants for compensatory, statutory, and punitive damages, together with interest, costs of suit attorneys' fees and all such other relief as the Court deems appropriate pursuant to the common law and statutory law.

**COUNT VIII**

**(Breach of Implied Warranty, Song-Beverly Consumer Warranty Act  
Cal. Civ. Code § 1792 & 1792.1 *et seq.*)**

193. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

194. Plaintiff Oravillo brings this cause of action on behalf of herself and the California Subclass.

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

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

197. Defendants impliedly warranted at the time of delivery that the Product, which they 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.

198. 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.

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

200. 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.

201. 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.

202. 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.

203. 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.

### **COUNT IX**

#### **(Breach of Contract/Common Law Warranty)**

204. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

205. Plaintiffs Turnipseed and Sanon bring this cause of action on behalf of themselves 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. Plaintiffs Turnipseed and Sanon and New York Subclass members purchased the 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 its intended purpose in that the Product was a “no-lye,” “anti-breakage” and “intense conditioning” “rejuvenating ritual” that is “infused with” a “powerful antioxidant rich in vitamins in minerals” and which delivers “unified results,” has “superior respect of hair fiber integrity,” “reveal[s] 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, Plaintiff Sanon, 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, the Amla Relaxer suffers from latent and/or inherent design and/or manufacturing defects that cause substantial injuries, rendering the 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 Plaintiffs Turnipseed and Sanon and New York Subclass members. The defects were not discoverable by Plaintiffs Turnipseed and Sanon 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, Plaintiffs Turnipseed and Sanon 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 X**

**(Unjust Enrichment)**

213. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

214. Plaintiffs bring this Count individually and on behalf of the members of the Class and Subclasses.

215. Plaintiffs and members of the Class and Subclasses conferred benefits on Defendants by purchasing the Product.

216. Defendants have been unjustly enriched in retaining revenues derived from Plaintiffs' and Class and Subclass members' purchases of the Product. Retention of that revenue under these circumstances is unjust and inequitable because Defendants misrepresented and omitted material facts concerning the characteristics, qualities, and value of the Product and caused Plaintiffs and Class and Subclass members to purchase the Product, which they would not have done had the true facts been known.

217. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiffs and members of the Class and Subclass is unjust and inequitable, Defendants must pay restitution to Plaintiffs and members of the Class for their unjust enrichment, as ordered by the Court.

**COUNT XI**

**(Fraud)**

218. Plaintiffs repeat the allegations contained in the paragraphs above as if fully set forth herein.

219. Plaintiffs bring this Count individually and on behalf of the members of the Class and Subclasses.

220. As described herein, Defendants knowingly made material misrepresentations and omissions regarding the Product in their marketing and advertising materials.

221. Defendants made these material misrepresentations and omissions in order to induce Plaintiffs and putative Class and Subclass members to purchase the Product.

222. Rather than inform consumers about the dangers associated with using the Product, Defendants represented the Amla Relaxer as a “no-lye,” “anti-breakage” and “intense conditioning” “rejuvenating ritual,” that is “infused with” a “powerful antioxidant rich in vitamins and minerals” and which delivers “unified results,” has “superior respect of hair fiber integrity,” “reveal[s] visibly fuller, silkier hair,” “protects scalp & skin,” “infuses hydration & conditioning.”

223. The Product does not have such qualities as described on Product packaging. Rather, it contains ingredients that alone and/or in combination render it unsafe and unsuitable for consumer use as marketed by Defendants.

224. The misrepresentations and omissions made by Defendants, upon which Plaintiffs and other Class and Subclass members reasonably and justifiably relied, were intended to induce and did actually induce Plaintiffs and other Class and Subclass members to purchase the Product.

225. Had Plaintiffs known the truth about the qualities of and dangers associated with the Product, they would not have purchased the Product

226. Defendants' fraudulent actions and omissions caused damage to Plaintiffs and other Class and Subclass members, who are entitled to damages and other legal and equitable relief as a result.

## **COUNT XII**

### **(Negligent Misrepresentation)**

227. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

228. Plaintiffs bring this claim individually and on behalf of the members of the nationwide Class and/or Subclasses against Defendants.

229. As set forth above, Defendants' marketed and advertised Amla Relaxer as a safe, "NO-LYE," "anti-breakage" and "intense conditioning" "rejuvenating ritual" that is "infused with" a "powerful antioxidant rich in vitamins in minerals" and which delivers "unified results," has "superior respect of hair fiber integrity," "reveal[s] visibly fuller, silkier hair," "protects scalp & skin," and "infuses hydration & conditioning."

230. Contrary to Defendants' representations, Amla Relaxer does not have such qualities as described on Product packaging and other marketing and advertising materials. Rather, it contains ingredients that alone and/or in combination render it unsafe and unsuitable for consumer use as marketed by Defendants.

231. The ingredients in Amla Relaxer are a dangerous mix of irritants and potentially toxic substances. In particular, the ingredient lithium hydroxide can cause damaging effects, including severe irritation, chemical burns, and blisters and has the potential to be every bit as caustic, dangerous, and damaging as lye.

232. In addition, several ingredients have been banned or found unsafe for use in cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. Further, 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.

233. Defendants negligently misrepresented material facts about the Product's dangerous and caustic nature.

234. Defendants had a duty to disclose the dangerous and caustic nature of Amla Relaxer to consumers.

235. Defendants breached their duty by failing to disclose this information to Plaintiffs and putative Class Members, and by misrepresenting the Product as safe and effective when it was not.

236. At the time Defendants made these false representations to consumers, Defendants knew or should have known that these representations were incorrect as the Product was unreasonably dangerous and had caused injuries to consumers.

237. Defendants knew, or in the exercise of reasonable diligence, should have known, that the ordinary consumer would be misled by these false representations.

238. The misrepresentations made by Defendants, upon which Plaintiffs and other Class and Subclass members reasonably and justifiably relied, were intended to induce and did actually induce Plaintiffs to purchase the Product.

239. Plaintiffs did not know that Defendants' representations were false and, therefore, were justified in their reliance.

240. The information withheld from Plaintiffs and putative class members is material to reasonable consumers.

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

242. As a direct and proximate result of Defendants' negligent misrepresentations described herein, Plaintiffs sustained injuries and damages as alleged herein.

243. Plaintiffs are entitled to compensatory damages, and exemplary and punitive damages together with interest, and such other and further relief as this Court deems just and proper.

### **COUNT XIII**

#### **(Negligence)**

244. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

245. Plaintiffs bring this claim individually and on behalf of the members of the Class and Subclasses against Defendants.

246. Defendants negligently formulated, manufactured, tested, marketed, promoted, distributed, and sold the Product in this District and throughout the United States.

247. At all times relevant and material hereto, Defendants had a duty to exercise reasonable care in the design, manufacture, testing, advertising, marketing, labeling, packaging, distribution, promotion and sale of the Product.

248. Defendants breached their duty and was negligent in their actions, misrepresentations, and omissions in numerous ways including, but not limited to, the following:

- a. Failing to use due care in the formulation, design, and development of the Product to prevent and/or minimize the risk of injury and adverse effect to individuals when the Product was used;
- b. Failing to test the Product properly and thoroughly before releasing it on the market;
- c. Failing to conduct adequate post-market monitoring and surveillance of the Product and analysis for adverse reports and effects;
- d. Designing, manufacturing, marketing, advertising, distributing, and selling the Product to consumers, including Plaintiffs and Class and Subclass members, without adequate warnings of the risks associated with using the Product and without proper and/or adequate instructions to avoid the harm which could foreseeably occur as a result of using the Product;
- e. Failing to exercise due care when advertising and promoting the Product;
- f. Negligently continuing to manufacture, market, distribute, and sell the Product, after Defendants knew or should have known of the risks of serious injury associated with using the Product;
- g. Failing to conduct adequate post-market surveillance and studies to determine the safety of the Product; and
- h. Failing to label the Product to adequately warn Plaintiff, Class and Subclass members, and the public of the risk of injury and adverse effects associated with the Product.

249. Defendants advertised, marketed, sold and distributed the Product despite the fact that the Defendants knew or should have known of the risks associated with using the Product.



250. Defendants had a duty to warn their customers and the public about the risks of injury and adverse effects and refused to do so placing profit ahead of consumer safety.

251. Defendants knew or should have known that the Product had unreasonably dangerous risks of which consumers would not be aware. Defendants nevertheless advertised, marketed, sold and distributed the Product.

252. Despite the fact that Defendants knew or should have known that the Product caused adverse effects including hair loss, burns, and blisters, Defendants continued to manufacture, market, advertise, promote, sell and distribute the Product to consumers, including Plaintiffs and Class and Subclass members.

253. Defendants recklessly and/or negligently failed to disclose to Plaintiffs and Class and Subclass members the risks and adverse effects associated with the Product, thereby suppressing material facts about the Product, while having a duty to disclose such information, which duty arose from its actions of making, marketing, promoting, distributing and selling the Product as alleged.

254. Defendants led Plaintiffs and Class members to rely upon the safety of the Product in their use of the Product.

255. Defendants' false representations were recklessly and/or negligently made in that the Product in fact caused injury, was unsafe, and the benefits of its use were far outweighed by the risk associated with use thereof.

256. Defendants knew or should have known that their representations and/or omissions were false. Defendants made such false, negligent and/or reckless representations with the intent or purpose that Plaintiffs and Class and Subclass members would rely upon such representations, leading to the use of the Product as described.

257. Defendants recklessly and/or negligently misrepresented and/or omitted information with respect to the Product as set forth above.

258. Defendants omitted, suppressed, and/or concealed material facts concerning the dangers and risk of injuries associated with the use of the Product. Furthermore, Defendants were willfully blind to, ignored, downplayed, avoided, and/or otherwise understated the nature of the risks associated with the Product in order to continue to sell the Product.

259. At the time Defendants made these misrepresentations and/or omissions, they knew or should have known that the Product was unreasonably dangerous and not what Defendants had represented to Plaintiffs and Class and Subclass members.

260. Defendants' misrepresentations and/or omissions were undertaken with an intent that Plaintiffs and Class and Subclass members rely upon them.

261. Plaintiffs relied on and were induced by Defendants' misrepresentations, omissions, and/or active concealment of the dangers of the Product to purchase and use the Product.

262. Plaintiffs did not know that these representations were false and therefore were justified in their reliance.

263. As a direct and proximate consequence of Defendants' negligent, willful, wanton, and/or intentional acts, omissions, misrepresentations and/or otherwise culpable acts described herein, Plaintiffs sustained injuries and damages as alleged herein.

264. Had Plaintiffs been aware of the risk of injury associated with the Product and the relative efficacy of the Product compared with other readily available hair relaxer products, they would not have purchased the Product.

265. As a direct and proximate consequence of Defendants' negligence, willful, wanton, and/or intentional acts, omissions, misrepresentations and/or otherwise culpable acts described herein, Plaintiffs sustained the injuries, damages, and harm as alleged herein.

266. Defendants' negligence was a substantial factor in causing Plaintiffs' harm.

267. Plaintiffs and Class and Subclass members are entitled to compensatory damages, and exemplary and punitive damages together with interest, and such other and further relief as this Court deems just and proper.

#### **COUNT XIV**

##### **Strict Product Liability**

268. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

269. Plaintiffs bring this claim individually and on behalf of the members of the Class and/or Subclasses against Defendants.

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

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

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

273. The defective design of the Amla Relaxer was a substantial factor in causing injuries to consumers.

274. The Amla Relaxer, as designed, presents an unreasonable risk of injury and substantial likelihood of harm to consumers acting foreseeably and reasonably under the circumstances. The ingredients in the Amla Relaxer are a dangerous mix of irritants and potentially toxic substances. In particular, the ingredient lithium hydroxide can cause damaging effects including severe irritation, chemical burns, blisters, and hair damage. In addition, several ingredients have been banned or found unsafe for use in cosmetics by the European Union, including Diethylhexyl Maleate, Limonene, and Benzyl Salicylate. Further, the Cosmetic Ingredient Review panel, which reviews and assesses the safety of ingredients used in cosmetics in the United States, found that Methylothiazolinone is unsafe for use on the skin.

275. Plaintiffs were not aware of the dangers associated with use of the Amla Relaxer. Plaintiffs and putative Class members' injuries from use of the Amla Relaxer occurred in a manner that was reasonably foreseeable to Defendants, and unforeseeable to Plaintiffs and putative Class members. Given the caustic and dangerous ingredients inherent to Amla Relaxer, Plaintiffs could not have avoided injury by careful use of the Product.

276. Despite the fact that it was feasible for Defendants to design Amla Relaxer in a safer manner, and that Defendants are well aware of these alternative formulations, Defendants failed to do so. As described above, the caustic nature of chemical relaxers has been reduced through advanced science and improved formulations, helping consumers avoid damage and injury to their hair and scalp. These formulations have a low potential for skin irritation and a high degree of efficacy for relaxing hair.

277. Defendants breached their duty to consumers when they designed, marketed, and sold the Amla Relaxer in a way that was not reasonably safe. Defendants marketed and advertised the Amla Relaxer as a safe, "NO-LYE," "anti-breakage" and "intense conditioning" "rejuvenating

ritual” that is “infused with” a “powerful antioxidant rich in vitamins in minerals” and which delivers “unified results,” has “superior respect of hair fiber integrity,” “reveal[s] visibly fuller, silkier hair,” “protects scalp & skin,” and “infuses hydration & conditioning.” However, rather than protect scalp, skin and hair, as Defendants represented to consumers, the Amla Relaxer actually damages the skin, scalp, and hair.

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

279. The Amla Relaxer has caused, and can cause, injuries to Plaintiffs and putative Class members, including chemical burning, scalp irritation, and hair loss, as described herein.

280. Plaintiffs and putative Class members’ use of the Amla Relaxer occurred in a manner that was reasonably foreseeable to Defendants.

281. Plaintiffs and putative Class members suffered the injuries alleged herein as a direct and proximate result of using the Amla Relaxer, which was defective and unreasonably dangerous. Accordingly, Defendants are strictly liable to Plaintiffs and to all Class members.

### **COUNT XV**

#### **(State Consumer Laws)**

282. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

283. Plaintiffs bring these claims individually and on behalf of the members of the Subclasses against Defendants.

284. Plaintiffs and members of the statewide Subclasses (“Class Members” for purposes of this claim) are consumers who purchased the Amla Relaxer primarily for personal, family or household purposes.

285. 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.

286. The Amla Relaxer is a good within the meaning of the state consumer protection laws identified below.

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

288. 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 the Amla Relaxer to Plaintiffs and Class Members throughout the United States.

289. 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.

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

291. Rather than warn consumers about the dangers and hazards associated with Amla Relaxer, Defendants represent the Product as a "no-lye" "rejuvenating ritual" that "reveal[s] visibly fuller, silkier hair," that "protects [the] scalp & skin," has "anti-breakage" and "intense conditioning" 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 the 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.”

292. Amla Relaxer is not a “rejuvenating ritual” as described on the package. Rather, it is composed of caustic and potentially toxic ingredients and causes injuries including chemical burning, scalp irritation, and hair loss, as described herein.

293. 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.

294. 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 the 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 the 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 the 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 the 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.

295. 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.

296. 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); and
- 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.*

297. Defendants' foregoing deceptive acts and practices, including their omissions regarding the 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 the Amla Relaxer had they known about the damaging effects and hazards associated with the intended use of the Product.

298. 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.

299. 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.

300. 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.

301. 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 as scalp irritation, blisters, and chemical burns.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek a judgment against Defendants, as follows:

- a. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as representatives of the Class and Subclasses

and Plaintiffs' attorneys as Class Counsel to represent the Class and Subclasses;

- b. For an order declaring that Defendants' conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiffs and the Class and Subclasses on all counts asserted herein;
- d. For compensatory, consequential, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For an order enjoining Defendants from continuing the unlawful practices detailed herein; and
- h. For an order awarding Plaintiffs and the Class and Subclasses their reasonable attorneys' fees and expenses and costs of suit.

**DEMAND FOR JURY TRIAL**

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

Dated: March 24, 2017

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