

1 CK Lee, Esq., *to be admitted pro hac vice*  
2 30 East 39th Street, Second Floor  
3 New York, NY 10016  
4 Tel.: 212-465-1188  
5 Fax: 212-465-1181  
6 cklee@leelitigation.com

7 Nadir O. Ahmed, Esq.  
8 Cal. Bar No. 290810  
9 615 C Street, #277  
10 San Diego, CA 92101  
11 Tel: (619) 800-4214  
12 nadir.ahmed@noalaw.net

13 Attorneys for Plaintiffs and the Proposed Class

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION

17 SHARON MANIER and JUDITH  
18 RODRIGUEZ  
19 Plaintiffs,  
20 v.  
21 JUICE BEAUTY, INC. d/b/a JUICE  
22 ORGANICS  
23 Defendant.

24 Case No.:  
25 **CLASS ACTION COMPLAINT**  
26 **JURY TRIAL DEMANDED**

27 Plaintiffs SHARON MANIER and JUDITH RODRIGUEZ (herein “Plaintiffs”),  
28 individually and on behalf of themselves and others similarly situated, by their undersigned  
attorneys, pursuant to this Class Action Complaint against JUICE BEAUTY, INC. d/b/a  
JUICE ORGANICS (“Juice Organics” or “Defendant”), allege the following:

**NATURE OF THE ACTION**

1  
2  
3 1. This is a consumer protection class action arising out of Defendant’s deceptive  
4 practices in the marketing, advertising, and promotion of its “Repairing” line of shampoo,  
5 conditioner, and hair mask products. These include:

- 6 a. Repairing Shampoo  
7 b. Repairing Conditioner  
8 c. Repairing Shampoo and Conditioner Bundle  
9 d. Repairing Hair Mask  
10 e. Deluxe Repairing Shampoo and Conditioner Travel Size Bundle  
11 f. Deluxe Repairing Shampoo Travel Size  
12 g. Deluxe Repairing Conditioner Travel Size  
13 h. Any other Juice Organics hair care product with “Repairing” claims on the  
14 label (collectively, the “Products”)<sup>1</sup>

15  
16 2. Through an extensive, widespread, comprehensive, and uniform nationwide  
17 marketing campaign, Defendant represents to consumers that the Products are  
18 “repairing”—that is, that they can repair damaged hair. Below are some representative  
19 images of the Products:



28 <sup>1</sup> <https://juiceorganics.com/collections/repairing>



3. The Products do not actually repair damaged hair because there are no ingredients in the Products that could do so. Hair is primarily composed of a family of proteins called keratin. Because keratin is inorganic, “dead” matter, it cannot be repaired once damaged through heat treatments, daily brushing, and other quotidian acts. While the Products might

1 create the temporary illusion that the user's hair has been repaired, this is indeed an illusion  
2 because nothing in the Product can mend damaged keratin proteins.

3 4. As a result of Defendant's misconduct, Defendant was able to sell the Product to  
4 thousands of consumers throughout California, New York, and the rest of the United States  
5 and realize enormous profits it would not otherwise have earned.

6 5. Defendant violated statutes enacted in each of the fifty states and the District of  
7 Columbia that are designed to protect consumers against unfair, deceptive, fraudulent and  
8 unconscionable trade and business practices and false advertising. These statutes are:

- 9
- 10 a. Alabama Deceptive Trade Practices Act, Ala. Statues Ann. § 8-19-1, *et seq.*;
  - 11 b. Alaska Unfair Trade Practices and Consumer Protection Act, Ak. Code  
§ 45.50.471, *et seq.*;
  - 12 c. Arizona Consumer Fraud Act, Arizona Revised Statutes, § 44-1521, *et seq.*;
  - 13 d. Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.*;
  - 14 e. California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*,  
and California's Unfair Competition Law, Cal. Bus. & Prof Code § 17200, *et*  
15 *seq.*;
  - 16 f. Colorado Consumer Protection Act, Colo. Rev. Stat. § 6 - 1-101, *et seq.*;
  - 17 g. Connecticut Unfair Trade Practices Act, Conn. Gen. Stat § 42-110a, *et seq.*;
  - 18 h. Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, *et seq.*;
  - 19 i. District of Columbia Consumer Protection Procedures Act, D.C. Code § 28  
3901, *et seq.*;
  - 20 j. Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201,  
*et seq.*;
  - 21 k. Georgia Fair Business Practices Act, § 10-1-390 *et seq.*;
  - 22 l. Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statues § 480 1,  
*et seq.*, and Hawaii Uniform Deceptive Trade Practices Act, Hawaii Revised  
23 Statutes § 481A-1, *et seq.*;
  - 24 m. Idaho Consumer Protection Act, Idaho Code § 48-601, *et seq.*;
  - 25 n. Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS  
§ 505/1, *et seq.*;
  - 26 o. Indiana Deceptive Consumer Sales Act, Indiana Code Ann. § 24-5-0.5-0.1, *et*  
*seq.*;
  - 27 p. Iowa Consumer Fraud Act, Iowa Code § 714.16, *et seq.*;
  - 28 q. Kansas Consumer Protection Act, Kan. Stat. Ann § 50 626, *et seq.*;

- 1 r. Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*,  
2 and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann § 365.020,  
3 *et seq.*;
- 4 s. Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev.  
5 Stat. Ann. § 51:1401, *et seq.*;
- 6 t. Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. § 205A, *et seq.*, and  
7 Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. 10,  
8 § 1211, *et seq.*;
- 9 u. Maryland Consumer Protection Act, Md. Com. Law Code § 13-101, *et seq.*;
- 10 v. Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws ch.  
11 93A;
- 12 w. Michigan Consumer Protection Act, § 445.901, *et seq.*;
- 13 x. Minnesota Prevention of Consumer Fraud Act, Minn. Stat § 325F.68, *et seq.*,  
14 and Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat.  
15 § 325D.43, *et seq.*;
- 16 y. Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-1, *et seq.*;
- 17 z. Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*;
- 18 aa. Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code  
19 § 30-14-101, *et seq.*;
- 20 bb. Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59 1601, *et seq.*, and  
21 the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-  
22 301, *et seq.*;
- 23 cc. Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. § 598.0903, *et*  
24 *seq.*;
- 25 dd. New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1, *et*  
26 *seq.*;
- 27 ee. New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8 1, *et seq.*;
- 28 ff. New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57 12 1, *et seq.*;
- gg. New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349, *et*  
*seq.*;
- hh. North Dakota Consumer Fraud Act, N.D. Cent. Code § 51 15 01, *et seq.*;
- ii. North Carolina Unfair and Deceptive Trade Practices Act, North Carolina  
General Statutes § 75-1, *et seq.*;
- jj. Ohio Deceptive Trade Practices Act, Ohio Rev. Code. Ann. § 4165.01. *et*  
*seq.*;
- kk. Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, *et seq.*;
- ll. Oregon Unfair Trade Practices Act, Rev. Stat § 646.605, *et seq.*;
- mm. Pennsylvania Unfair Trade Practices and Consumer Protection Law,  
73 Penn. Stat. Ann. § 201-1, *et seq.*;
- nn. Rhode Island Unfair Trade Practices And Consumer Protection Act, R.I. Gen.  
Laws § 6-13.1-1, *et seq.*;

- 1            *oo.* South Carolina Unfair Trade Practices Act, S.C. Code Laws § 39-5-10, *et*  
 2            *seq.*;  
 3            *pp.* South Dakota's Deceptive Trade Practices and Consumer Protection Law,  
 4            S.D. Codified Laws § 37 24 1, *et seq.*;  
 5            *qq.* Tennessee Trade Practices Act, Tennessee Code Annotated § 47-25-101, *et*  
 6            *seq.*;  
 7            *rr.* Texas Stat. Ann. § 17.41, *et seq.*, Texas Deceptive Trade Practices Act, *et*  
 8            *seq.*;  
 9            *ss.* Utah Unfair Practices Act, Utah Code Ann. § 13-5-1, *et seq.*;  
 10            *tt.* Vermont Consumer Fraud Act, Vt. Stat. Ann. tit.9, § 2451, *et seq.*;  
 11            *uu.* Virginia Consumer Protection Act, Virginia Code Ann. §59.1-196, *et seq.*;  
 12            *vv.* Washington Consumer Fraud Act, Wash. Rev, Code § 19.86.010, *et seq.*;  
 13            *ww.* West Virginia Consumer Credit and Protection Act, West Virginia Code  
 14            § 46A-6-101, *et seq.*;  
 15            *xx.* Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100. 18, *et seq.*;  
 16            *yy.* Wyoming Consumer Protection Act, Wyoming Stat. Ann. §40-12-101, *et seq.*

17            6. Plaintiffs were among the victims of Defendant's fraud and brings this action  
 18 on behalf of themselves and all other similarly situated consumers who, from the applicable  
 19 limitations period up to and including the present (the "Class Period"), purchased the  
 20 Product in the United States ("the Class"). Plaintiffs seek to end Defendant's dissemination  
 21 of its false and misleading advertising message, correct the false impression it has created  
 22 in the minds of consumers, and obtain redress for those who have been economically  
 23 harmed by purchasing the Product.

### JURISDICTION AND VENUE

24            7. This Court has original jurisdiction over this matter pursuant to the Class Action  
 25 Fairness Act, 28 U.S.C. § 1332(d). This is a putative class action whereby: (i) the proposed  
 26 class consists of over 100 class members; (ii) at least some of the proposed class members  
 27 have a different citizenship from Defendant; and (iii) the amount in controversy exceeds  
 28 the sum of value of \$5,000,000.00, exclusive of interest and costs.

1 8. This Court has personal jurisdiction over Plaintiffs because Plaintiffs submits to  
2 the Court's jurisdiction. This Court has personal jurisdiction over Defendant because  
3 Defendant's principal place of business is in California.

4 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and (b), because  
5 a substantial part of the events giving rise to Plaintiff MANIER's claims occurred in this  
6 District and Defendant is subject to personal jurisdiction in this District.

7  
8 **PARTIES**

9 ***California Plaintiff***

10 10. Plaintiff SHARON MANIER is, and at all relevant times hereto has been, a  
11 citizen of California and a resident of Riverside County. On February 6, 2018, Plaintiff  
12 MANIER purchased Defendant's 10 fl. oz. Juice Organics Repairing Shampoo from  
13 Amazon.com after viewing Defendant's hair repair misrepresentations on the product label  
14 and Defendant's website. The purchase price was \$10.86.

15 ***New York Plaintiff***

16 11. Plaintiff JUDITH RODRIGUEZ is, and at all relevant times hereto has been,  
17 a citizen of the State of New York and a resident of Queens County. On March 22, 2017,  
18 Plaintiff RODRIGUEZ purchased Defendant's 6.75 fl. oz. Juice Organics Repairing Hair  
19 Mask, *see* ¶ 2, from Amazon.com after viewing Defendant's hair repair misrepresentations  
20 on the product label and Defendant's website. The purchase price was \$8.24.

21 12. Relying on Defendant's "Repairing" misrepresentation, Plaintiffs purchased  
22 the Products believing they would provide the advertised hair repair benefits, listed on the  
23 labeling and wherever they are sold. However, the Product did not deliver these benefits  
24 after being used it in a standard way. As a result of their purchase, Plaintiffs suffered injury  
25 in fact and lost money. Had Plaintiffs known the truth about Defendant's  
26 misrepresentations, they would not have purchased the Products, or would only have been  
27 willing to pay much less for it. Should Plaintiffs encounter the Products in the future, they  
28 could not rely on the truthfulness of their packaging, absent corrective changes to it.

1 However, Plaintiffs would be willing to purchase Defendant's products again if they are  
2 assured of the truthfulness of their representations.  
3

4 ***Defendant***

5 13. Defendant JUICE BEAUTY, INC. d/b/a JUICE ORGANICS is a corporation  
6 organized under the laws of the state of Delaware. Its headquarters are located at 1500  
7 Cader Ln., #205, Petaluma, CA 94954. Its address for service of process is c/o Marcus  
8 Kevin Canestra, 709 5<sup>th</sup> Avenue, San Rafael, CA 94901.

9 14. Defendant develops, manufactures, distributes, markets, and sells personal  
10 care, health and beauty products, including its Repairing line of hair care products,  
11 throughout the fifty states and the District of Columbia. The labeling, packaging and  
12 advertising for the Product, relied upon by Plaintiff, were prepared and/or approved by  
13 Defendant and its agents, and were disseminated by Defendant and its agents through  
14 advertising containing the misrepresentations alleged herein.

15 **FACTUAL ALLEGATIONS**

16 **Defendant's "Repairing" Claims Are False Because Hair Cannot Be Repaired**

17 15. While Defendant uniformly communicates to consumers that the Products can  
18 repair damaged hair, building this claim into the very name of its product line  
19 ("Repairing"), the truth is that damaged hair cannot be repaired. Hairmomentum.com, a  
20 website dedicated to providing science-based hair care information, explains why:

21 Hair, unlike skin, does not have any cells to regenerate and repair. Hair grows  
22 from hair follicles on the scalp. These hair follicles behave like small organs,  
23 composed of tissues, blood cells, and glands among other essential  
24 components (see image). Because these hair follicles are alive, they keep  
25 producing new hair, pushing out old hair through the shedding process  
26 (Telogen phase). But hair on the other hand is mainly Keratin, Protein fibers.  
27  
28

1 Once the fibers are broken, they cannot fix themselves, and there is no  
2 ‘ointment’ available like for skin to help them recover.<sup>2</sup>

3 Many of these products have been specially formulated with polymers (many  
4 of are protein based) such as hydrolyzed wheat protein, designed to fill the  
5 gaps in the hair temporarily. Imagine a cracked surface and putting in some  
6 putty just to fill those gaps. The end result: a smooth surface, that feels  
7 repaired and that looks nicer than it was before.<sup>3</sup>

8 16. The Products are among these protein-based formulations (soy protein).  
9 Accordingly, they can do no more than “fill the gaps in hair temporarily.”

10 17. This is also the opinion of nationally respected hair care professionals. Citing  
11 Eugene Toyne, senior stylist at Rita Hazan Salon in New York, *WebMD* notes that “[d]ry hair  
12 worsens with time because of accumulated abuse,” and that the “only real way to get rid of the  
13 damage is to cut off damaged hair.”<sup>4</sup> Marc Debolt, Marie Robinson Salon colorist and Wella  
14 Professionals Ambassador, explained to the Huffington post: “These masks act like a Band-  
15 Aid to smooth and mend frayed ends. The only true remedy for split ends is a haircut  
16 appointment.”<sup>5</sup> Joanna Vargas of Joanna Vargas Salons in New York and Los Angeles  
17 explains:

18 One of the most common misconceptions about hair is that you can repair it,  
19 and bring back that shine and strength.

20 Hair treatments only appear to repair the damage as they coat the hair shaft,  
21 usually with a conditioning agent, making it smooth and shiny.

---

22  
23  
24  
25 <sup>2</sup> <http://hairmomentum.com/repair-breakage-and-split-ends-hair-truth-myth/>

26 <sup>3</sup> <http://hairmomentum.com/repair-breakage-and-split-ends-hair-truth-myth/>

27 <sup>4</sup> <http://www.webmd.com/beauty/features/dry-hair#2>

28 <sup>5</sup> [http://www.huffingtonpost.com/2015/01/27/hair-mask-split-ends\\_n\\_6531902.html](http://www.huffingtonpost.com/2015/01/27/hair-mask-split-ends_n_6531902.html)

1 However, damaged hair cannot be repaired with any kind of hair mask or  
2 treatment but only create the appearance of restoration. The reason is that hair  
3 is dead once it is outside the hair follicle.<sup>6</sup>

4 18. Unlike Defendant, some hair care products manufacturers readily acknowledge  
5 that their products cannot repair hair. Manufacturer Rempure debunks the popular myth that  
6 this is possible: “**Myth:** You can mend split ends with the right product. **Truth:** Once they  
7 are split, they are split. Products containing silicone or beeswax can be used to seal ends  
8 together, but it is a temporary fix. Keeping your hair properly moisturized will help prevent  
9 split ends but once you get them, cutting them off is the only way to get rid of them.”<sup>7</sup>  
10 Melissa Baker, spokesperson for Renee Furterer hair care products acknowledges that  
11 “[t]here is nothing you can really do to repair damaged hair -- it's all about masking the  
12 damage.”<sup>8</sup> And Josh Rosebrook of Josh Rosebrook Skin and Hair Care advises:

13 I know what you might be thinking- but there are so many products that promise  
14 to repair damaged hair! And yes, there are lots of conditioners, serums, and  
15 shampoos that promise permanent reversal for dry hair in need of restoration. It's  
16 marketing! Think about this- hair is technically dead and has no nervous system,  
17 blood, or cell regeneration. Because hair is not a living tissue with regenerative  
18 ability, it cannot heal. You can use oils, conditioners, or hydrolyzed proteins to  
19 disguise the issues temporarily but it's akin to using make-up, products improve  
20 the appearance but they will wash out and you are back to the original problem.  
21 We need to become educated on the true science of hair and skin so we are not  
22 susceptible to and educated by marketing lies, twisted truths and false promises.<sup>9</sup>

23  
24  
25  
26  
27  
28  
19. This consensus is also confirmed by persons with scientific or medical  
29 credentials. *The Natural Haven*, a blog maintained by a Ph.D. in materials science, states

---

30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

<sup>6</sup> <https://joannavargas.com/can-you-repair-damaged-hair/>

<sup>7</sup> <https://www.rempure.com/fact-or-fiction-the-myths-and-truths-about-hair/>

<sup>8</sup> <http://www.webmd.com/beauty/features/the-abcs-of-summer-hair-repair#4>

<sup>9</sup> <https://joshrosebrook.com/blogs/news/91363463-you-cant-really-repair-or-heal-damaged-hair>

1 that “[t]he only remedy for damaged hair is to cut off the damage and let the hair regrow.”<sup>10</sup>  
2 Dr. Zoe D. Draelos, M.D. explains: “One of the most common misconceptions about hair is  
3 that it is alive, when in fact hair is nonliving and does not heal itself once it is injured. So once  
4 the hair is damaged it cannot heal itself except through new hair growth at the scalp.”<sup>11</sup>  
5 Researcher J. Jachowicz summarizes the scientific research on the subject in a peer-reviewed  
6 journal: “Efforts to restore the original properties of hair after mild degradation or to protect  
7 undamaged hair against structural weakening have been numerous but largely unsuccessful.”<sup>12</sup>

8         20. This scientific consensus aside, the simple fact is that if Defendant’s repairing  
9 claims were true, the Product could only be lawfully marketed as an FDA-approved drug.  
10 The FDCA defines cosmetics as articles “intended to be rubbed, poured, sprinkled, or  
11 sprayed on, introduced into, or otherwise applied to the human body or any part thereof for  
12 cleansing, beautifying, promoting attractiveness, or altering the appearance.” 21 U.S.C. §  
13 321(i). The FDCA defines substances as “drugs” if they are “articles (other than food)  
14 intended to affect the structure or any function of the body of man ...” 21 U.S.C. § 321(g).  
15 Cosmetics that alter the structure of the skin or other parts of the body are drugs even if  
16 they are also cosmetics: “A product intended to be applied to the human body for cleansing,  
17 beautifying, promoting attractiveness, or altering the appearance is a cosmetic. If this  
18 product claims to accomplish these deeds through physiological activity or by changing  
19 the structure of the skin, it is also a drug.”<sup>13</sup>

20         21. Defendant’s hair repair claims go well beyond the FDCA definition of a  
21 cosmetic and promise to “affect the structure or any function of the body of man,” because  
22 this would be the only way to actually repair hair. Thus, Defendant cannot argue that the  
23

---

24  
25  
26 <sup>10</sup> <http://www.thenaturalhavenbloom.com/2009/09/can-you-really-repair-damaged-hair.html>

27 <sup>11</sup> <http://www.webmd.com/beauty/news/20110207/expert-q-and-a-how-to-prevent-hair-damage#2>

28 <sup>12</sup> J. Jachowicz, *Hair damage and attempts to its repair*, J. Soc. Cosmet. Chem., 38, 263-286 (July/August 1987),  
pg. 283.

<sup>13</sup> Food and Drug Administration Cosmetic Labeling Guide,  
<http://www.fda.gov/Cosmetics/Labeling/Regulations/ucm126444.htm#clga>.

1 Product can repair hair without also arguing that it is unlawfully marketing a drug as a non-  
2 drug cosmetic.

3  
4 **Defendant's Deception Would Mislead, Be Material To, And Be Relied Upon By, A**  
5 **Reasonable Consumer**

6 22. Defendant's hair repair misrepresentation would be material to a reasonable  
7 consumer because users of hair care products are concerned to remedy damaged hair and  
8 will therefore be attracted to any product that promises to actually repair it. GNPD Mintel  
9 reports that nearly 30% of hair care products in 2014 made claims concerning damaged hair.  
10 Launches of products claiming to treat damaged hair increased by 24% between 2010 and  
11 2015, by contrast with only a 13% increase in hair care launches overall.<sup>14</sup> Nielson reports  
12 that 25% of product offerings for the top 10 brands of shampoo and conditioner claim hair  
13 repair as a primary or secondary benefit.<sup>15</sup>

14 23. Plaintiffs relied on, and a reasonable consumer would rely on, Defendant's  
15 deceptive misrepresentation. Consumer product companies intend for consumers to rely  
16 upon their representations, and reasonable consumers do in fact so rely on them. These  
17 representations are the only source of information consumers can use to make decisions  
18 concerning whether to buy and use such products. Consumers lack the ability to test or  
19 independently ascertain the efficacy and genuineness of product claims of normal everyday  
20 consumer products, especially at the point of sale. Reasonable customers must and do rely  
21 on the company to honestly report the nature of a product.

22 24. A reasonable consumer would be deceived by Defendant's "Repairing"  
23 misrepresentation because the misconception that hair can be repaired is already  
24 widespread misconception. Accordingly, reasonable consumers are likely to believe a  
25 company claiming that its products can repair hair.

---

26  
27 <sup>14</sup>

[http://crodaincmktg.com/2015/F15\\_Eseminars/HairDamage/TheScienceBehindHairDamageRepair.pdf](http://crodaincmktg.com/2015/F15_Eseminars/HairDamage/TheScienceBehindHairDamageRepair.pdf)

<sup>15</sup>

[http://crodaincmktg.com/2015/F15\\_Eseminars/HairDamage/TheScienceBehindHairDamageRepair.pdf](http://crodaincmktg.com/2015/F15_Eseminars/HairDamage/TheScienceBehindHairDamageRepair.pdf)

1           25. This is confirmed by professionals who are intimately acquainted with  
2 ordinary consumer expectations regarding what hair care products can and cannot do.  
3 Thus, salon owner Johanna Vargas observes above that “[o]ne of the most common  
4 misconceptions about hair is that you can repair it.” ¶ 17.

5           26. Likewise, former stylist and hair products company founder Josh Rosebrook  
6 recognizes that most consumers do not know that hair cannot be repaired when he writes:  
7 “I know what you might be thinking- but there are so many products that promise to repair  
8 damaged hair!” ¶ 18. And Dr. Zoe D. Draelos notes that “[o]ne of the most common  
9 misconceptions about hair is that it is alive.” ¶ 19. Given that Defendant’s hair repair  
10 misrepresentation reinforce a popular myth that many people already have, there is every  
11 reason to believe that it is likely to deceive a reasonable consumer.

12           27. Defendant might argue that a reasonable consumer does not interpret “Repairing”  
13 as literally as does Plaintiff. It might argue that the term is not intended to suggest that the  
14 Product will actually restore hair to its original undamaged state and is rather intended to  
15 advertise some lesser, more modest benefit, like strengthening hair, improving its appearance,  
16 or preventing future damage. This defense is implausible for several reasons, however.

17           28. First, Plaintiffs’ understanding of “Repairing” is fully in line with ordinary usage.  
18 The Miriam-Webster Dictionary defines “repair” as “putting together what is torn or broken”  
19 or “to restore to a sound or healthy state.”<sup>16</sup> Defendant’s “Repairing” misrepresentation is  
20 deceptive by this definition, since the Products do not restore hair to the condition it was in  
21 prior to being damaged. Nor do the Products “put[] together what is torn or broken,” because  
22 split-ends remain split even after the application of the Products. One would not say that a  
23 piece of paper that was torn in two and then taped back together has been “repaired,” and the  
24 Product delivers nothing more than this when it comes to hair.

---

25  
26  
27 <sup>16</sup> <https://www.merriam-webster.com/dictionary/repair>

1           29. Second, Plaintiffs’ understanding of “Repairing” is fully in line with the usage of  
2 hair care professionals as quoted above. These professionals would not be going out of their  
3 way to correct the misconception that hair can be repaired if most hair care product users  
4 understood “repair” as referring to some amorphous improvement in the look or feel of hair  
5 rather than the specific promise that hair will be restored to its original undamaged state.

6           30. Third, Defendant itself undermines this defense when it claims that its  
7 “Repairing” line of hair care products “repairs, strengthens, and nourishes” hair. This claim  
8 is made on the labels of Repairing shampoos and conditioners, as well as on the webpage that  
9 introduces all of the Repairing Products (including the hair mask purchased by Plaintiff  
10 RODRIGUEZ):

11           Repairing



21           <https://juiceorganics.com/collections/repairing>

22           31. The claim that the Products “repair, strengthen, & nourish” undercuts any  
23 suggestion that “repair” really means something like “strengthen” or “nourish,” because  
24 Defendant’s inclusion of these promised benefits on its labeling and advertising would then  
25 be redundant. Their inclusion therefore establishes that “repair” means something stronger  
26 than “strengthen” or “nourish.” This is confirmed by the third bullet point above, where it is  
27 claimed that the Product will “restore” hair, which Miriam-Webster defines as “to bring back  
28

1 to or put back into a former or original state.”<sup>17</sup> This is precisely how Plaintiffs and the  
2 reasonable consumer understood Defendant’s “Repairing” claims. Defendant cannot argue  
3 that Plaintiffs’ interpretation is unreasonable or idiosyncratic when it endorses the same  
4 interpretation on its website and labeling.

5 32. The small print elsewhere on the Product label soft pedals the Product’s promised  
6 “Repairing” benefit. The small print on the Products promises “Achieve **stronger, hydrated**  
7 hair that is **less prone to breakage** with this repairing blend of strengthening coconut oil and  
8 soy protein...” (emphasis added) This confirms that Defendant’s “repairing” claims do not  
9 really mean what reasonable consumers understand them to mean. To repair is to restore to a  
10 previously undamaged state, and this is something completely different from strengthening  
11 hair, hydrating hair, or reducing the likelihood of future damage.

12 33. Moreover, Defendant’s small print description of the Products’ capabilities does  
13 nothing to correct the impression created by the very name of its Product line—“Repairing”—  
14 which is placed prominently on the front of the labels. Given that the listed benefits have  
15 nothing to do with repairing as ordinarily understood by the reasonable consumer, Defendant’s  
16 statements here can at best sow consumer confusion. *See Stoltz v. Fage Dairy Processing*  
17 *Indus., S.A.*, No. 14-CV-3826 (MKB), 2015 U.S. Dist. LEXIS 126880, at \*49 (E.D.N.Y.  
18 Sep. 22, 2015) (“the mere inclusion of an accurate disclaimer does not necessarily cure  
19 other potentially misleading statements or representations set forth in a label or  
20 advertisement.”); *Delgado v. Ocwen Loan Servicing, LLC*, No. 13-CV-4427 (NGG)  
21 (RML), 2014 U.S. Dist. LEXIS 135758, at \*24 (E.D.N.Y. Sep. 23, 2014) (“[a] solicitation  
22 may be likely to mislead by virtue of the net impression it creates even though the  
23 solicitation also contains truthful disclosures.”) (quoting *F.T.C. v. Cyberspace.com LLC*,  
24 453 F.3d 1196, 1200 (9th Cir. 2006)); *Hughes v. Ester C Co.*, 930 F. Supp. 2d 439, 464  
25

---

26  
27 <sup>17</sup> <https://www.merriam-webster.com/dictionary/restore> (last viewed 8/25/17)  
28

1 (E.D.N.Y. 2013) (a disclaimer stating the product is not intended to treat any disease does  
2 not eliminate “the possibility of a reasonable consumer being misled.”).

3  
4 **Plaintiffs and the Class Were Injured As A Result of Defendant’s Deceptive Conduct**

5  
6 34. Plaintiffs and the Class suffered economic injury in that Plaintiffs and Class  
7 Members did not receive the benefit of their bargain as purchasers of the Product, which  
8 were represented as capable of repairing hair but could not deliver the benefits advertised  
9 by Defendant.

10 35. Defendant’s choice of product line name—“Repairing”—along with the  
11 increasing prevalence of repairing claims by hair products generally establishes that a  
12 product that is capable of repairing hair has greater value than a product that is incapable  
13 of doing so. This is also attested to by the statements of hair care professionals, which  
14 reveal the premium value that consumers attach to the ability to repair hair. These  
15 professionals recognize that consumers see hair repair as a way to avoid haircut  
16 appointments they would prefer not to make.

17 36. Given that the value of the Product as it actually functions is less than the value  
18 of the Product as warranted by Defendant, Plaintiffs and the Class have been injured in an  
19 amount equal to the difference between the two—either the entire purchase price or some  
20 other sum, to be determined by expert analysis at trial.

21 37. *See Singleton v. Fifth Generation, Inc.*, No. 15-CV-474, 2016 U.S. Dist.  
22 LEXIS 14000, at \*10 (N.D.N.Y. Jan. 12, 2016) (finding that the plaintiff stated a claim  
23 under § 349 where he alleged that, had he “known ‘the truth,’ he “would not have bought  
24 the vodka, or would have paid less for it.”); *Koenig v. Boulder Brands, Inc.*, 995 F. Supp.  
25 2d 274, 288-89 (S.D.N.Y. 2014) (“Plaintiffs claim that they paid price premiums  
26 specifically “based on Defendants’ misrepresentations,” and allege that they deserve  
27 damages in the amount of either the purchase prices, or the price premiums, that they paid  
28 for Smart Balance. *Id.* ¶ 81. Accordingly, the Court finds that Plaintiffs have adequately

1 alleged injury under GBL § 349, and thus also DENIES Defendants' motion to dismiss for  
2 that reason.”).

3 38. Additionally, Plaintiffs and the Class paid a price premium for the Product  
4 because Defendant’s deceptive misrepresentation allowed it to charge a higher price than  
5 would have been possible had its representations been truthful. This is confirmed by  
6 comparing the Amazon.com price of the Product with the prices of other hair masks also  
7 available through Amazon.com that do not make false and deceptive “Repairing”  
8 representations:

9 <b>PRODUCT</b>	<b>PRICE</b>	<b>FL. OZ.</b>	<b>PRICE/FL. OZ.</b>
10 Juice Organics 11 Repairing Hair Mask <sup>18</sup>	\$10.99	6.75	\$1.63
12 Eva NYC Therapy 13 Sessions Hair Mask <sup>19</sup>	\$14.24	16.9	\$0.84
14 Garnier Whole 15 Blends Hair Mask 16 with Avocado Oil & Shea Butter 17 Extracts <sup>20</sup>	\$5.47	10.1	\$0.54

18  
19 39. *See Kacocha v. Nestle Purina Petcare Co.*, No. 15-CV-5489 (KMK), 2016  
20 U.S. Dist. LEXIS 107097, at \*51-52 (S.D.N.Y. Aug. 11, 2016) (“Plaintiff seeks monetary  
21 damages on the grounds that he ‘would not have paid the premium price he paid’ to buy  
22 the Products had he ‘known the truth.’ (Compl. ¶ 9.) Case law makes clear that this is  
23

24 <sup>18</sup> [https://www.amazon.com/s/ref=nb\\_sb\\_noss?url=search-alias%3Daps&field-keywords=Juice+Organics+Repairing+Hair+Mask](https://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=Juice+Organics+Repairing+Hair+Mask)

25 <sup>19</sup> [https://www.amazon.com/s/ref=nb\\_sb\\_noss?url=search-alias%3Daps&field-keywords=Eva+NYC+Therapy+Sessions+Hair+Mask&rh=i%3Aaps%2Ck%3AEva+NYC+Therapy+Sessions+Hair+Mask](https://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=Eva+NYC+Therapy+Sessions+Hair+Mask&rh=i%3Aaps%2Ck%3AEva+NYC+Therapy+Sessions+Hair+Mask)

26 <sup>20</sup> [https://www.amazon.com/Garnier-Blends-Avocado-Butter-Extracts/dp/B01AUJ1N1A/ref=sr\\_1\\_1\\_a\\_it?ie=UTF8&qid=1529958827&sr=8-1&keywords=Garnier+Whole+Blends+Hair+Mask+with+Avocado+Oil+%26+Shea+Butter+Extracts](https://www.amazon.com/Garnier-Blends-Avocado-Butter-Extracts/dp/B01AUJ1N1A/ref=sr_1_1_a_it?ie=UTF8&qid=1529958827&sr=8-1&keywords=Garnier+Whole+Blends+Hair+Mask+with+Avocado+Oil+%26+Shea+Butter+Extracts)

1 sufficient at the motion-to-dismiss phase for a § 349 claim to survive.”); *Rodriguez v. It’s*  
2 *Just Lunch, Int’l*, 2010 U.S. Dist. LEXIS 16622, 2010 WL 685009, at \*9 (S.D.N.Y. Feb.  
3 23, 2010) (“[C]onsumers who buy a product that they would not have purchased, absent a  
4 manufacturer's deceptive commercial practices, have not suffered an injury cognizable  
5 under NYGBL § 349," but allegations that the plaintiff paid a price premium based upon  
6 deceptive practices are sufficient to state an injury).

7  
8 **Defendant Knew That Its Misrepresentations Were False and Intended that Plaintiffs**  
9 **and the Class Rely on Them**

10 40. While much of the general public mistakenly believes that hair is alive and can  
11 be repaired, anyone involved in the hair care industry is familiar with what hair is and how  
12 it works. They therefore know that hair cannot be repaired. Since Defendant understood  
13 this but nevertheless disseminated its “Repairing” misrepresentation, this  
14 misrepresentation was knowing and intentional.

15 41. Given that Defendant’s “Repairing” misrepresentation is built into the very  
16 name of the product line, Defendant intended that consumers rely upon it, as it would not  
17 otherwise have been so centrally placed.

18  
19 **CLASS ACTION ALLEGATIONS**

20 42. Plaintiffs bring this action as a class action pursuant to Rule 23 of the Federal  
21 Rules of Civil Procedure on behalf of the following class:

22 All persons or entities in the United States who made retail purchases of  
23 Products during the applicable limitations period, and/or such subclasses as  
24 the Court may deem appropriate. (the “Nationwide Class”)

25  
26 43. In the alternative, Plaintiff MANIER seeks to represent a class consisting of:  
27  
28

1 All persons in California who made retail purchases of Products during the  
2 applicable limitations period, and/or such subclasses as the Court may deem  
3 appropriate. (the “California Class”)

4 44. Also in the alternative, Plaintiff RODRIGUEZ seeks to represent a class  
5 consisting of the following:

6  
7 All persons in New York who made retail purchases of Products during the  
8 applicable limitations period, and/or such subclasses as the Court may deem  
9 appropriate. (the “New York Class”)

10 45. Plaintiffs reserve the right to revise the Class definitions based on facts learned  
11 in the course of litigating this matter.

12 46. **Numerosity.** While the exact number and identities of purchasers of the Product  
13 are unknown to Plaintiff at this time, Plaintiff is informed and believes that the Class  
14 contains thousands of purchasers who are so numerous that individual joinder of all Class  
15 members is impracticable.

16 47. ***Existence and Predominance of Common Questions of Law and Fact.***  
17 Questions of law and fact arise from Defendant’s conduct described herein. Such questions  
18 are common to all Class members and predominate over any questions affecting only  
19 individual Class members. They questions include:

- 20 a. Whether Defendant’s “Repairing” representations are false and misleading  
21 and likely to deceive a reasonable consumer;
- 22 b. Whether Defendant’s marketing and advertising of the Products is false,  
23 fraudulent, deceptive, unlawful or misleading;
- 24 c. Whether Defendant has breached warranties made to the consuming public  
25 about its Product;
- 26 d. Whether Defendant’s marketing, promotion, advertising and sale of the  
27 Product is and was a deceptive act or practice in the conduct of business  
28 directed at consumers, giving rise to consumer law violations in all relevant  
jurisdictions;

- e. Whether Plaintiffs and Class members sustained monetary loss and the proper measure of loss;
- f. Whether equity calls for disgorgement of unjustly obtained or retained funds, restitution to, or other remedies for the benefit of the Class;
- g. Whether Plaintiffs and Class members are entitled to other appropriate remedies, including corrective advertising and injunctive relief; and
- h. Whether Defendant's conduct rises to the level of reprehensibility under applicable law such that the imposition of punitive damages is necessary and appropriate to fulfill the societal interest in punishment and deterrence, and the amount of such damages and/or its ratio to the actual or potential harm to the Class.

48. **Typicality.** Plaintiffs' claims are typical of those of the Class members because, *inter alia*, Plaintiffs and the other Class members were all injured by the same uniform conduct, as detailed herein, and were subject to Defendant's hair repair claims that accompanied each and every Product that Defendant sold. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all Class members.

49. **Adequacy of Representation.** Plaintiffs will fairly and adequately represent and protect the interests of the Class and have retained competent counsel experienced in prosecuting nationwide consumer class actions. Plaintiffs understand the nature of their claims herein, have no disqualifying conditions, and will vigorously represent the interests of the Class. Neither Plaintiffs nor Plaintiffs' counsel have any interests that conflict with or are antagonistic to the interests of the Class.

50. **Superiority.** A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by any individual Class member is relatively small compared to the burden and expense that would be entailed by individual litigation of their claims against Defendant. Thus, it would not be economically feasible for an individual class member to prosecute a separate action on an individual basis, and it is desirable for judicial efficiency to

1 concentrate the litigation of the claims in this forum. Furthermore, the adjudication of this  
2 controversy through a class action will prevent the potentially inconsistent and conflicting  
3 adjudications of the claims asserted herein. There will be no difficulty in the management  
4 of this action as a class action.

5 51. The prerequisites to maintaining a class action for equitable relief pursuant to  
6 Rule 23(b)(2) are also met, as Defendant has acted or refused to act on grounds generally  
7 applicable to the Class, thereby making appropriate final equitable relief with respect to  
8 the Class as a whole.

9 52. Plaintiffs seek preliminary and permanent equitable relief on behalf of the  
10 entire Class, on grounds generally applicable to the entire Class, to prevent Defendant from  
11 engaging in the acts described, and requiring Defendant to provide full restitution to  
12 Plaintiffs and Class members.

13 53. Unless a Class is certified, Defendant will retain monies received as a result of  
14 its conduct that were taken from Plaintiffs and Class members.

15  
16 **CAUSES OF ACTION**

17 **COUNT I.**

18 **VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT,**

19 **(Cal. Civ. Code § 1750, et seq.)**

20  
21 **(brought individually and on behalf of the Nationwide Class in conjunction with**  
22 **substantively similar consumer protection laws of other states and the District of**  
23 **Columbia to the extent California law does not reach the claims of out-of-state Class**  
24 **members or, alternatively, on behalf of the California Class)**

25 54. Plaintiff MANIER realleges and incorporates herein by reference the  
26 allegations contained in all preceding paragraphs, and further alleges as follows:

27 55. Plaintiff MANIER and Class members are consumers who purchased the  
28 Products for personal, family or household purposes. Plaintiff MANIER and Class

1 members are “consumers” as that term is defined by the CLRA in Cal. Civ. Code § 1761(d).  
2 Plaintiff MANIER and Class members are not sophisticated experts with independent  
3 knowledge of corporate branding, labeling and packaging practices.

4 56. Products that Plaintiff MANIER and other Class members purchased from  
5 Defendants were “goods” within the meaning of Cal. Civ. Code § 1761(a).

6 57. Defendant’s actions, representations, and conduct have violated, and continue  
7 to violate the CLRA, because they extend to transactions that intended to result, or which  
8 have resulted in, the sale of goods to consumers.

9 58. Defendant violated the laws of California, the other 49 states, and the District  
10 of Columbia because the Products mislead consumers by falsely claiming that they are  
11 capable of repairing damaged hair.

12 59. California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5),  
13 prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics,  
14 ingredients, uses, benefits, or quantities which they do not have or that a person has a  
15 sponsorship, approval, status, affiliation, or connection which he or she does not have.” By  
16 engaging in the conduct set forth herein, Defendants violated and continue to violate  
17 Section 1770(a)(5) of the CLRA, because Defendant’s conduct constitutes unfair methods  
18 of competition and unfair or fraudulent acts or practices, in that it misrepresents that the  
19 Products have qualities which they do not have.

20 60. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or services  
21 with intent not to sell them as advertised.” By engaging in the conduct set forth herein,  
22 Defendant violated and continue to violate Section 1770(a)(9), because Defendant’s  
23 conduct constitutes unfair methods of competition and unfair or fraudulent acts or  
24 practices, in that it advertises goods with the intent not to sell the goods as advertised.

25 61. Plaintiff MANIER and Class members are not sophisticated experts about the  
26 corporate branding, labeling and packaging practices. Plaintiff MANIER and the Class  
27 acted reasonably when they purchased the Products based on their belief that Defendant’s  
28 representations were true and lawful.



1           67. Defendant violated California law because the Products mislead consumers  
2 by falsely claiming that they are able to repair damaged hair.

3           68. Defendant's business practices, described herein, violated the "unlawful"  
4 prong of the UCL by violating Section 403(r) of the Federal Food, Drug, and Cosmetic  
5 Act, 21 U.S.C. 343(d), California Health & Safety Code § 110690, the CLRA, and other  
6 applicable law as described herein.

7           69. Defendant's business practices, described herein, violated the "unfair" prong of  
8 the UCL in that its conduct is substantially injurious to consumers, offends public policy,  
9 and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct  
10 outweighs any alleged benefits. Defendant's actions impact the public interest because  
11 Plaintiff and Class members were injured in exactly the same way as thousands of others  
12 purchasing Defendant's Product.

13           70. Defendant violated the "fraudulent" prong of the UCL by misleading Plaintiff  
14 MANIER and the Class to believe that the Products were capable of repairing damaged  
15 hair.

16           71. Plaintiff MANIER and Class members are not sophisticated experts about the  
17 corporate branding, labeling, and packaging practices of the Products. Plaintiff CAIRO and  
18 the Class acted reasonably when they purchased the Products based on their belief that  
19 Defendant's representations were true and lawful.

20           72. Plaintiff MANIER and the Class lost money or property as a result of  
21 Defendants' UCL violations because (a) they would not have purchased the Products on  
22 the same terms absent Defendant's illegal conduct as set forth herein, or if the true facts  
23 were known concerning Defendant's representations; (b) they paid a price premium for the  
24 Products due to Defendant's misrepresentations; and (c) the Products did not have the  
25 qualities promised.

COUNT III.

**VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW,  
(California Business & Professions Code §§ 17500, et seq.)**

**(brought individually and on behalf of the Nationwide Class in conjunction with substantively similar consumer protection laws of other states and the District of Columbia to the extent California law does not reach the claims of out-of-state Class members or, alternatively, on behalf of the California Class)**

73. Plaintiff MANIER realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

74. Under the FAL, the State of California 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.”

75. Defendant engaged in a scheme of offering misbranded Products for sale to Plaintiff MANIER and Class members by claiming that the Products repaired damaged hair. Such practice misrepresented the content of the misbranded Products. Defendants’ advertisements and inducements were initiated in California and come within the definition of advertising as contained in Bus. & Prof. Code § 17500, *et seq.* in that the product packaging was intended as inducements to purchase Defendant’s Products. Defendants knew that these statements were unauthorized, inaccurate, and misleading.

76. Defendant violated the laws of California, the other 49 states, and the District of Columbia by misleading Plaintiff MANIER and the Class to believe that Products were capable of repairing damaged hair.

1 77. Defendant knew or should have known, through the exercise of reasonable  
2 care that the Products were and continue to be misbranded..

3 78. Plaintiff MANIER and the Class lost money or property as a result of  
4 Defendants' FAL violations because (a) they would not have purchased the Products on  
5 the same terms absent Defendant's illegal conduct as set forth herein, or if the true facts  
6 were known concerning Defendant's representations; (b) they paid a price premium for the  
7 Products due to Defendant's misrepresentations; and (c) the Products did not have the  
8 characteristics and benefits as promised.

9  
10 **COUNT IV.**

11 **INJUNCTION FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW**

12 **§ 349**

13 **(DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)**

14 **(brought individually and on behalf of the New York Class)**

15  
16 79. Plaintiff RODRIGUEZ realleges and incorporates by reference the allegations  
17 contained in all preceding paragraphs of this Complaint and further alleges as follows:

18 80. Plaintiff RODRIGUEZ brings this claim on behalf of herself and the other  
19 members of the New York Class for an injunction for violations of New York's Deceptive  
20 Acts or Practices Law ("NY GBL § 349").

21 81. NY GBL § 349 provides that "deceptive acts or practices in the conduct of any  
22 business, trade or commerce or in the furnishing of any service in this state are . . .  
23 unlawful."

24 82. To establish a claim under NY GBL § 349, it is not necessary to prove justifiable  
25 reliance. ("To the extent that the Appellate Division order imposed a reliance requirement  
26 on General Business Law [§] 349 ... claims, it was error. Justifiable reliance by the  
27  
28

1 plaintiff is not an element of the statutory claim.” *Koch v. Acker, Merrall & Condit Co.*, 18  
2 N.Y.3d 940, 941 (N.Y. App. Div. 2012) (internal citations omitted)).

3 83. Any person who has been injured by reason of any violation of the NY GBL §  
4 349 may bring an action in their own name to enjoin the unlawful act or practice, an action  
5 to recover their actual damages or fifty dollars, whichever is greater, or both such actions.  
6 The court may, in its discretion, increase the award of damages to an amount not to exceed  
7 three times the actual damages up to one thousand dollars, if the court finds the Defendant  
8 willfully or knowingly violated this section. The court may award reasonable attorney's  
9 fees to a prevailing plaintiff.

10 84. The practices employed by Defendant, whereby Defendant labeled and  
11 marketed the Products as capable of repairing hair were unfair, deceptive, and misleading  
12 to Plaintiff RODRIGUEZ and other Class members and in violation of NY GBL § 349.

13 85. The foregoing deceptive acts and practices were directed at consumers.

14 86. Defendant’s actions impact the public interest because Plaintiff RODRIGUEZ  
15 and Class members were injured in exactly the same way as thousands of others purchasing  
16 Defendant’s Product.

17 87. Plaintiff RODRIGUEZ and other Class members seek to enjoin such unlawful,  
18 deceptive acts and practices as described above. Each of the Class members will be  
19 irreparably harmed unless the unlawful, deceptive actions of Defendant are enjoined,  
20 because Defendant will continue to falsely and misleadingly promote the Products as  
21 capable of repairing hair. Plaintiff RODRIGUEZ and Class members seek declaratory  
22 relief and injunctive relief in the form of an Order compelling Defendant to cease marketing  
23 the Products as “Repairing.”

**COUNT V.**

**DAMAGES FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349  
(DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)**

**(brought individually and on behalf of the New York Class)**

88. Plaintiff RODRIGUEZ realleges and incorporates by reference the allegations contained in all preceding paragraphs and further alleges as follows:

89. Plaintiff RODRIGUEZ brings this claim individually and on behalf of the New York Class for violations of NY GBL § 349.

90. Any person who has been injured by reason of any violation of NY GBL § 349 may bring an action in her own name to enjoin such unlawful act or practice, an action to recover her actual damages or fifty dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the Defendant willfully or knowingly violated this section. The court may award reasonable attorney's fees to a prevailing plaintiff.

91. By the acts and conduct alleged herein, Defendant committed unfair or deceptive acts and practices by promoting the Products as capable of repairing hair, thereby violating NY GBL § 349 and depriving Plaintiff RODRIGUEZ and the Class of the benefit of their bargain and charging a price premium.

92. The foregoing deceptive acts and practices were directed at consumers.

93. Under the circumstances, Defendant's conduct in employing these unfair and deceptive trade practices was malicious, willful, wanton and outrageous such as to shock the conscience of the community and warrant the imposition of punitive damages.

94. Plaintiff RODRIGUEZ and the other Class members were injured in fact and lost money as a result of Defendant's deceptive and unfair trade practices. In order for Plaintiff RODRIGUEZ and Class members to be made whole, they must receive either (1)

1 the price premium they paid, (2) a refund of the purchase price, or (3) the difference  
2 between the purchase price and the actual value of the Product, to be determined by expert  
3 analysis at trial, as well as punitive damages, restitution and disgorgement of all monies  
4 obtained by means of Defendant’s unlawful conduct, interest, and attorneys’ fees and costs,  
5 and other relief allowable under NY GBL § 349.

6  
7 **COUNT VI.**

8  
9 **DAMAGES FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 350**  
10 **(FALSE ADVERTISING LAW)**

11 **(brought individually and on behalf of the New York Class)**

12 95. Plaintiff RODRIGUEZ realleges and incorporates by reference the allegations  
13 contained in all preceding paragraphs and further alleges as follows:

14 96. Plaintiff RODRIGUEZ brings this claim individually, as well as on behalf of  
15 members of the New York class, for violations of NY GBL § 350.

16 97. Defendant has been and/or are engaged in the “conduct of ... business, trade or  
17 commerce” within the meaning of N.Y. Gen. Bus. Law § 350.

18 98. New York Gen. Bus. Law § 350 makes unlawful “[f]alse advertising in the  
19 conduct of any business, trade or commerce.” False advertising includes “advertising,  
20 including labeling, of a commodity ... if such advertising is misleading in a material  
21 respect,” taking into account “the extent to which the advertising fails to reveal facts  
22 material in light of ... representations [made] with respect to the commodity ...” N.Y. Gen.  
23 Bus. Law § 350-a(1).

24 99. Defendant caused to be made or disseminated throughout New York, through  
25 advertising, marketing and other publications, statements that were untrue or misleading.  
26  
27  
28

1           100. Defendant’s affirmative misrepresentations as alleged herein were material and  
2 substantially uniform in content, presentation, and impact upon consumers at large.  
3 Consumers were, and continue to be, exposed to Defendant’s material misrepresentations.

4           101. Defendant has violated N.Y. Gen. Bus. Law § 350 because its “Repairing”  
5 misrepresentation was material to and likely to deceive a reasonable consumer.

6           102. Plaintiff RODRIGUEZ and Class members have suffered an injury, including  
7 the loss of money or property, as a result of Defendant’s false and misleading advertising.  
8 In purchasing the Products, Plaintiff and Class members relied on the misrepresentation  
9 that the Products repaired hair. This misrepresentations were false and/or misleading  
10 because hair cannot be repaired.

11           103. Plaintiff RODRIGUEZ and Class members have suffered an injury, including  
12 the loss of money or property, as a result of Defendant’s false and misleading advertising.

13           104. Pursuant to N.Y. Gen. Bus. Law § 350-e, Plaintiff RODRIGUEZ and members  
14 of the Class seek monetary damages (including actual damages and minimum, punitive, or  
15 treble and/or statutory damages pursuant to GBL § 350-a (1)), injunctive relief, restitution  
16 and disgorgement of all monies obtained by means of Defendant’s unlawful conduct,  
17 interest, and attorneys' fees and costs.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**COUNT VII.**

**COMMON LAW FRAUD**

**(brought individually and on behalf of the Nationwide Class under California common law in conjunction with substantively similar common law of other states and the District of Columbia to the extent California common law does not reach the claims of out-of-state Class members or, alternatively, on behalf of the California and New York Class)**

105. Plaintiffs reallege and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

106. Defendant intentionally made materially false and misleading representations regarding the Products' capabilities.

107. Plaintiffs and Class members reasonably relied on Defendant's false and misleading representations and did not know the truth that the Products cannot repair damaged hair. Defendants knew and intended that Plaintiffs and the Class would rely on its misrepresentations.

108. Plaintiffs and the Class have been injured as a result of Defendant's fraudulent conduct.

109. Defendant is liable to Plaintiff RODRIGUEZ and members of the Class for damages sustained as a result of its fraudulent conduct.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of the Classes, seek judgment against Defendant, as follows:

- a. An Order that this action be maintained as a class action and appointing Plaintiffs as representatives of the Nationwide Class or, in the alternative, of the California and New York Classes;
- b. An Order appointing the undersigned attorneys as class counsel in this action;
- c. Restitution and disgorgement of all amounts obtained by Defendant as a result of its misconduct, together with interest thereon from the date of payment, to Plaintiffs and the Class members;
- d. Declaratory relief as permitted by law or equity, including: directing Defendant to identify, with Court supervision, victims of its conduct and pay them all money they are required to pay;
- e. Injunctive relief barring Defendant from continuing to make deceptive hair repair representations;
- f. Statutory pre-judgment and post-judgment interest on any amounts;
- g. Awarding attorneys' fees and costs; and
- h. Such other relief as the Court may deem just and proper.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs, on behalf of themselves and the Class, demand a trial by jury on all questions of fact raised by the Complaint.

Dated: August [], 2018

**Respectfully submitted**

/s/ C.K. Lee  
C.K. Lee, Esq.

/s/ Nadir O. Ahmed  
Nadir O. Ahmed, Esq.

*Attorneys for Plaintiffs and the Class*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SHARON MANIER and JUDITH RODRIGUEZ

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Office of Nadir O. Ahmed, 615 C Street, #277 San Diego, California 92101, (216) 272-8250

DEFENDANTS

JUICE BEAUTY, INC. d/b/a JUICE ORGANICS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options like 'Citizen of This State', 'Citizen of Another State', 'Citizen or Subject of a Foreign Country', 'Incorporated or Principal Place of Business In This State', etc.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category lists specific legal codes and descriptions.

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

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC 1332(d)

Brief description of cause: consumer fraud action for false labeling

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

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

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 11/11/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Nadir O. Ahmed

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

SHARON MANIER and JUDITH RODRIGUEZ

Plaintiff(s)

v.

JUICE BEAUTY, INC. d/b/a JUICE ORGANICS

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JUICE BEAUTY, INC. d/b/a JUICE ORGANICS
c/o Marcus Kevin Canestra
709 5th Avenue
San Rafael, CA 94901

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Nadir O. Ahmed, Esq. 615 C Street, #277 San Diego, California 92101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

# EXHIBIT A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LEE LITIGATION GROUP, PLLC**

30 EAST 39<sup>TH</sup> STREET, SECOND FLOOR  
NEW YORK, NY 10016  
TEL: 212-465-1180  
FAX: 212-465-1181  
INFO@LEELITIGATION.COM

WRITER'S DIRECT: 212-465-1188  
cklee@leelitigation.com

July 12, 2018

Legal Department  
JUICE BEAUTY, INC.  
709 5th Ave.  
San Rafael, CA 94901

Re: *Juice Organics Repairing Hair Mask, Repairing Shampoo, Repairing Conditioner, and Repairing Hair Mask Sachet* products (collectively, the "Products").

To Whom It May Concern:

This demand letter serves as a notice and demand for corrective action on behalf of my clients, Sharon Manier and Judith Rodriguez, and all other persons similarly situated, arising from violations of numerous provisions of California law including: the Unfair Competition Law (California Business & Professions Code §§ 17200 *et seq.*), the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(5) and (9), the False Advertising Law (California Business & Professions Code §§ 17500 *et seq.*), and the California Fair Packaging and Labeling Act (Cal. Bus. & Prof. Code §§ 12606, 12606.2), violations of provisions of New York law including NY GBL § 349, and violations of consumer protection laws of each of the fifty states and the District of Columbia. This demand letter serves as notice pursuant to state laws concerning your deceptive and misleading Product labeling, packaging and marketing.

You have participated in the manufacture, labeling, marketing and sale of the Juice Organics *Repairing* line of hair care products. The aforementioned Product line boasts "stronger, hydrated hair that is less prone to breakage with this repairing blend of strengthening coconut oil and soy protein..." However, none of the ingredients in the Products actually repair damaged hair, as they do not explicitly fortify damaged keratin proteins in hair. Such representations are false and misleading and violate consumer protection laws of each of the fifty states and the District of Columbia. As a result, the Products are misbranded.

1 Sharon Manier, a resident of California, viewed, and relied on the representations  
2 on the packaging of the 10 fl. oz. Juice Organics Repairing Shampoo (Hereinafter  
3 “Shampoo Product”) as well as the Shampoo Product’s corresponding extensive marketing  
4 campaign on the Amazon website prior to purchasing it. Ms. Rodriguez, along with Ms.  
5 Manier, purchased the Shampoo Product believing it would provide the advertised hair  
6 repair benefits, even though it failed to repair her hair after she used the Shampoo Product  
7 according to the instructions on the label. Ms. Manier is acting on behalf of a class defined  
8 as all persons who purchased the Products in California and the United States.

9 Judith Rodriguez, a resident of New York, viewed and relied on the representations  
10 on the packaging of the 6.75 fl. oz. Juice Organics Repairing Hair Mask (Hereinafter “Hair  
11 Mask Product”), as well as the Hair Mask Product’s corresponding extensive marketing  
12 campaign on the Amazon website prior to purchasing it. Ms. Rodriguez purchased the Hair  
13 Mask Product believing it would provide the advertised hair repair benefits, even though it  
14 failed to repair her hair after she followed the instructions on the label of the Hair Mask  
15 Product. Ms. Rodriguez, along with Ms. Manier, are acting on behalf of a class defined as  
16 all persons who purchased the Products in New York and the United States.

### 17 California Law

18 California’s Consumers Legal Remedies Act (“CLRA”, Cal. Civ. Code § 1750, *et*  
19 *seq.*) prohibits “[r]epresenting that goods or services have sponsorship, approval,  
20 characteristics, ingredients, uses, benefits, or quantities which they do not have or that a  
21 person has a sponsorship, approval, status, affiliation, or connection which he or she does  
22 not have.” (Cal. Civ. Code § 1770 (a)(5)). By engaging in the conduct set forth herein,  
23 Juice Beauty violated and continues to violate Section 1770(a)(5), because Juice Beauty  
24 represents the Products have characteristics and functions that they do not.

25 Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or services with  
26 intent not to sell them as advertised.” By engaging in the conduct set forth herein, Juice  
27 Beauty violated and continues to violate Section 1770(a)(9), because Juice Beauty’s  
28 conduct constitutes unfair methods of competition and unfair or fraudulent acts or  
practices, in that Juice Beauty advertises goods with the intent not to sell the goods as  
advertised.

Cal. Civ. Code § 1770(a)(16) prohibits “[r]epresenting that the subject of a  
transaction has been supplied in accordance with a previous representation when it has  
not.” By engaging in the conduct set forth herein, Juice Beauty violated and continues to  
violate Section 1770(a)(16), because Juice Beauty’s conduct constitutes unfair methods of  
competition and unfair or fraudulent acts or practices, in that Juice Beauty represents that  
the Products are supplied in accordance with the advertised representations when they are  
not.

California’s False Advertising Law (“FAL”, California Business & Professions  
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 . . .

1 or in any other manner or means whatever . . . any statement, concerning . . . personal  
2 property or services, professional or otherwise, or performance or disposition thereof,  
3 which is untrue or misleading and which is known, or which by the exercise of reasonable  
4 care should be known, to be untrue or misleading.” By engaging in the conduct set forth  
5 herein, Juice Beauty violated and continues to violate Section 17500, because Juice  
6 Beauty’s conduct constitutes the dissemination of misleading claims.

7 California’s Unfair Competition Law (“UCL”, California Business & Professions  
8 Code § 17200, *et seq.*) provides, in pertinent part: “Unfair competition shall mean and  
9 include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or  
10 misleading advertising . . .”. By engaging in the conduct set forth herein, Juice Beauty  
11 violated and continues to violate Section 17200, because Juice Beauty’s deceptive and  
12 misleading advertising is both unfair and unlawful. Among other laws, Juice Beauty is in  
13 violation of California’s False Advertising Law and the Sherman Food, Drug, and  
14 Cosmetic Law (the “Sherman Law”).

### 15 New York Law

16 NY GBL §349 prohibits misleading practices and declares unlawful “[d]eceptive  
17 acts or practices in the conduct of any business, trade or commerce.” Juice Beauty’s actions  
18 violate this statute by packaging its Products with non-functional slack-fill.

19 NY GBL §350 prohibits misleading practices and declares unlawful “[f]alse  
20 advertising in the conduct of any business, trade or commerce or in the furnishing of any  
21 service in this state is hereby declared unlawful.”

22 Courts have noted the incorporation of FDA regulations into New York law in  
23 evaluating claims brought under NY GBL § 349. *See Ackerman v. Coca-Cola Co.*, No.  
24 CV-09-0395 (JG) (RML), 2010 U.S. Dist. LEXIS 73156, at \*13 (E.D.N.Y. July 21, 2010)  
25 (“New York’s Agriculture and Marketing law similarly provides in relevant part that food  
26 shall be deemed misbranded ‘[i]f its labeling is false or misleading in any particular,’ and  
27 incorporates the FDCA’s labeling provisions.”).

28 To cure the defects described above, we demand that you (i) cease and desist from  
continuing to label and package the Products with labels bearing the misleading  
representations; (ii) issue an immediate recall on any Products with such  
misrepresentations or failure to disclose required information; and (iii) make full restitution  
to all purchasers throughout the United States of all purchase money obtained from sales  
thereof.

We further demand that you preserve all documents and other evidence which refer  
or relate to any of the above-described practices including, but not limited to the following:

- (i) All documents concerning the manufacture, labeling and packaging process for the Products;

- 1 (ii) All communications with the U.S. Food and Drug Administration  
2 concerning the product development, labeling, packaging, marketing and  
3 sales of the Products;  
4 (iii) All documents concerning the advertisement, marketing, or sale of the  
5 Products; and  
6 (iv) All communications with customers concerning complaints or comments  
7 concerning the Products.

8 We are willing to negotiate to attempt to resolve the demands asserted in this letter.  
9 If you wish to enter into such discussions, please contact me immediately. If we do not  
10 hear from you promptly, we will conclude that you are not interested in resolving this  
11 dispute short of litigation. If you contend that any statement in this letter is inaccurate in  
12 any respect, please provide us with your contentions and supporting documents promptly.

13 Very truly yours,

14   
15 C.K. Lee, Esq.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28