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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**
12 **UNLIMITED JURISDICTION**

12 KELLEY BOTALLICO, individually, and
13 on behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 MONAT GLOBAL CORP., and DOES 1 –
17 10, inclusive,

17 Defendant.

Case No. 37-2018-00016233-CU-FR-CTL

CLASS ACTION COMPLAINT

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*); and
(2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*).

Jury Trial Demanded

1 Plaintiff KELLEY BOTALLICO (“Plaintiff”), individually and on behalf of all other
2 members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant MONAT
5 GLOBAL CORP. (hereinafter “Defendant”) to stop Defendant’s practice of falsely advertising
6 its haircare products and to obtain redress for a California class of consumers (“Class
7 Members”) who changed position, within the applicable statute of limitations period, as a result
8 of Defendant’s false and misleading advertisements.

9 2. Defendant is a corporation with principal place of business in Florida and state
10 of incorporation in Florida and is engaged in the sale and distribution of haircare products.

11 3. Defendant represents that its hair care products are made from organic materials
12 found in nature that will not cause damage to the hair or scalp from its use, when this is in fact
13 false. Defendant misrepresented and falsely advertised to Plaintiff and others similarly situated
14 consumers their haircare products (hereinafter “Class Products”).

15 4. Plaintiff and others similarly situated purchased or attempt to purchase
16 Defendant’s haircare products, and they did so on the basis that Defendant said that it would
17 not cause any damage to their hair or scalp upon use.

18 5. Defendant’s misrepresentations to Plaintiff and others similarly situated caused
19 them to purchase or attempt Defendant’s haircare products, which Plaintiff and others similarly
20 situated would not have purchased or attempted to purchase absent these misrepresentations by
21 Defendant and its employees. In so doing, Defendant has violated California consumer
22 protection statutes, including the Unfair Competition Law, False Advertising Law, and the
23 Consumer Legal Remedies Act.

24 **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

25 6. Consumers purchase haircare products advertised to be of a certain nature and
26 quality, and in the case at bar, they did so under the impression that, because it was created from
27 organic and all natural materials, it would not cause damage to the hair or scalp of consumers.
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1 7. Consumers rely on the representations and advertisements of haircare product
2 producers in order to know which products to purchase. Details as to the nature and quality of
3 the haircare products, such as whether it would cause more or any damage to the consumer's
4 hair or scalp, are important and material to consumers at the time they purchase said products
5 from a particular haircare products producer, as consumers are sensitive to the nature and quality
6 of the products they purchase, compared to what they could purchase from a competitor haircare
7 product producer.

8 8. Defendant is engaged in the manufacture, marketing, supplying, and distributing
9 of haircare products that cause damage, such as balding, to the consumer's hair and scalp than
10 advertised, and the true nature and quality of the products that Defendant sells is neither
11 disclosed to consumers nor discoverable by the same at the time of purchase.

12 9. When consumers purchase haircare products from haircare vendors, they
13 reasonably believe that they will receive products that is of the nature and quality that was
14 advertised and disclosed at the time they agree to purchase said haircare products.

15 10. Defendant profits from the sale of these products. Many consumers would not
16 have purchased or attempted to purchase haircare products that would cause damage to a
17 consumer's hair or scalp, such as balding, or they would have purchased said products from a
18 competitor.

19 11. In Plaintiff's case, the haircare products, sold and manufactured by Defendant,
20 caused damage to Plaintiff's hair and scalp, contrary to the results advertised to Plaintiff at the
21 time she agreed to purchase the haircare products from Defendant.

22 12. Defendant conceals the fact that its haircare products is not going to be of the
23 nature and quality advertised in order to deceive consumers into purchasing haircare products
24 that is different from that which is advertised.

25 13. Defendant does not present consumers with a written copy of the correct terms
26 of the purchase prior to purchase, in order to conceal the deception that is at issue in this case.

27 14. Defendant makes written and oral representations to consumers which contradict
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1 the actual nature and quality of the products that will be delivered to the consumer after the
2 consumer purchases the products.

3 15. The aforementioned written and oral representations are objectively false, and
4 constitute false advertising under Cal. Bus. & Prof. Code §§ 17500 et. seq. an unlawful, unfair,
5 or deceptive business practices under Cal. Bus. & Prof. Code §§ 17200 et. seq., and further
6 constitute a violation of Cal. Civ. Code §§ 1750 et. seq.

7 16. Defendant's violations of the law include without limitation the false advertising,
8 marketing, representations, and sale of the falsely advertised Class Products to consumers in
9 California.

10 17. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to cease
11 advertising and selling the Class Products in a manner that is deceptive, to disclose the true
12 nature and quality of its products in a conspicuous manner at or prior to the point of sale, and
13 an award of damages to the Class Members, together with costs and reasonable attorneys' fees.

14 JURISDICTION AND VENUE

15 18. This class action is brought pursuant to California Code of Civil Procedure § 382.
16 All claims in this matter arise exclusively under California law. This Court has personal
17 jurisdiction over Defendant MONAT GLOBAL CORP. because they do business within this
18 state.

19 19. This matter is properly brought in the Superior Court of the State of California
20 for the County of San Diego, in that Plaintiff purchased the haircare products from San Diego
21 County, and Defendant provided the products to Plaintiff in that location.

22 THE PARTIES

23 20. Plaintiff KELLEY BOTALLICO is a citizen and resident of the State of
24 California, County of San Diego.

25 21. Defendant MONAT GLOBAL CORP. is a Florida corporation and
26 headquartered here.

27 22. Plaintiff is informed and believes, and thereon alleges, that each and all of the
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1 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its
2 employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other,
3 with legal authority to act on the other's behalf. The acts of any and all of Defendant's
4 employees, agents, and/or third parties acting on its behalf, were in accordance with, and
5 represent, the official policy of Defendant.

6 23. The above named Defendant, and its subsidiaries and agents, are collectively
7 referred to as "Defendants." The true names and capacities of the Defendants sued herein as
8 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore
9 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE
10 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
11 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
12 identities become known.

13 24. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in
14 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
15 occurrences, and transactions of each and all its employees, agents, and/or third parties acting
16 on its behalf, in proximately causing the damages herein alleged.

17 25. At all relevant times, Defendant ratified each and every act or omission
18 complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions
19 as alleged herein.

20 PLAINTIFF'S FACTS

21 26. In or around January of 2018, Plaintiff purchased haircare products from
22 Defendant. Defendant represented that said products were all natural, organic, and would not
23 cause harmful damage to the user's scalp or hair.

24 27. In reliance on these representations, Plaintiff purchased Defendant's haircare
25 products and, upon delivery, began to use them on her hair and scalp.

26 28. Soon after Plaintiff began to use the products, Plaintiff experienced an itchy and
27 irritating feeling emanating from her hair and scalp. Furthermore, Plaintiff noticed hair loss
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1 beginning in areas of her hair.

2 29. Plaintiff visited her physician regarding the irritation in her scalp and the
3 resulting hair loss. Plaintiff's physician determined the cause of the damage to her hair and scalp
4 originated from the use of Defendant's haircare products. Plaintiff's physician provided
5 medication to Plaintiff, in an attempt to repair the damage caused by Defendant's haircare
6 products.

7 30. As a result of the usage of the haircare products, Plaintiff experienced lots of
8 discomfort, including without limitation itchy and irritable scalp and balding.

9 31. Had Plaintiff known that Defendant's haircare products would cause damage to
10 her hair and scalp, she would not have purchased Defendant's haircare products.

11 32. Furthermore, Plaintiff did not discover, nor could he have discovered, the true
12 nature and quality of the haircare products until after Plaintiff had purchased and used the
13 haircare products.

14 33. Moreover, the haircare products that Defendant produces is made for consumer
15 use, like Plaintiff, and Defendant was aware at all relevant times that these products would be
16 used by Plaintiff.

17 34. In fact, Defendant's haircare products damage a consumer's hair and scalp,
18 where in Plaintiff's case, it caused scalp irritation and balding.

19 35. For the haircare products, Plaintiff paid more than valuable consideration.
20 Plaintiff relied on the fact that the haircare products were being advertised as being of a
21 particular nature and quality, namely that it causes scalp irritation and hair loss, at the time of
22 his purchase. Plaintiff was never informed, in writing, orally, or in any conspicuous manner,
23 that she would receive haircare products that would cause hair loss and scalp irritation.

24 36. When purchasing Defendant's haircare products, Defendant informed Plaintiff
25 that she would be guaranteed haircare products that would not cause injury or damage to her
26 scalp and hair. Plaintiff relied on Defendant's statements about the nature and quality of the
27 haircare products in deciding to purchase said products from Defendant over other competitors.

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1 Plaintiff felt assured by Defendant that the haircare products would be as represented by
2 Defendant, namely that it would not cause any harm when used on Plaintiff's hair and scalp.
3 Plaintiff would not have agreed to purchase Defendant's haircare products if she had known
4 that Defendant would deliver haircare products of a nature and quality other than what
5 Defendant represented.

6 37. Defendant never informed Plaintiff that they would deliver haircare products that
7 would cause damage to Plaintiff's scalp and hair loss, nor did Plaintiff provide her consent to
8 receive such products.

9 38. Knowledge of the true nature and quality of Defendant's haircare products would
10 have impacted Plaintiff's decision to purchase said products from Defendant over other brands
11 or sellers in the haircare industry. Plaintiff would have found it important to her purchase
12 decision to know exactly what she was purchasing, and she believed that she was purchasing
13 haircare products that would not cause harm to her hair and scalp.

14 39. Plaintiff felt ripped off and cheated by Defendant for receiving haircare products
15 that were different in nature and quality than that which Defendant represented. Plaintiff
16 believes that Defendant will continue its action of duping consumers into purchasing haircare
17 products that deviates significantly from Defendant's representations, namely in the form of
18 telling consumers that their haircare products will not cause injury to consumers when it in fact
19 is not, unless Defendant's practices are halted by way of an injunction.

20 40. As a result of Defendant's fraudulent practices, described herein, Plaintiff has
21 suffered emotional distress, wasted time, anxiety, and physical harm to her hair and scalp.

22 41. Plaintiff alleges on information and belief that it is Defendant's policy and
23 practice to misrepresent the true nature and quality of its products regarding the risks and
24 possible harmful effects when using Defendant's haircare products. Plaintiff asserts that this
25 practice constitutes a fraudulent omission of a material fact relating to the nature and quality of
26 its products that would be important to a reasonable consumer to know at the time they purchase
27 Defendant's haircare products.

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1 42. Plaintiff alleges on information and belief that Defendant's policy and practice
2 is to materially misrepresent the nature and quality of its haircare products, through said
3 fraudulent omissions and misrepresentations, to induce consumers to reasonably rely on the said
4 misrepresentations, in order to induce their purchase of haircare products from Defendant over
5 law abiding competitors.

6 43. Defendant has a duty to disclose the true nature and quality of its haircare
7 products, including whether its products will cause harm to the consumer when used in the
8 appropriate ways, to consumers prior to the time they agree to purchase said products from
9 Defendant. Defendant has a duty to disclose these material features of their products because
10 such features would be highly important to a reasonable consumer.

11 44. Such sales tactics rely on falsities and have a tendency to mislead and deceive a
12 reasonable consumer.

13 45. Defendant expressly represented to Plaintiff, through written statements, the true
14 nature and quality of its products.

15 46. Plaintiff alleges that such representations were part of a common scheme to
16 mislead consumers and incentivize them to purchase Defendant's products.

17 47. In purchasing the Class Products, Plaintiff relied upon Defendant's
18 representations.

19 48. Such representations were clearly false because the true nature and quality of the
20 haircare products were different than represented.

21 49. Plaintiff would not have purchased the products if she knew that the above-
22 referenced statements made by Defendant were false.

23 50. Had Defendant properly marketed, advertised, and represented the Class
24 Products, Plaintiff would not have purchased the products.

25 51. Plaintiff agreed to give her money, attention, and time to Defendant because of
26 the nature and quality of the haircare products that were advertised. Defendant benefited from
27 falsely advertising the nature and quality of its products. Defendant benefited on the loss to
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1 Plaintiff and provided nothing of benefit to Plaintiff in exchange.

2 52. Had Defendant properly marketed, advertised, and represented the Class
3 Products, no reasonable consumer who purchased or attempted to purchase the haircare products
4 would have believed that it would not cause any harm to a person's hair or scalp when applied.

5 53. Defendant's acts and omissions were intentional, and resulted from Defendant's
6 desire to mislead consumers into purchasing haircare products that cause damage to a
7 consumer's hair and scalp when used.

8 CLASS ACTION ALLEGATIONS

9 54. Plaintiff brings this action, on behalf of herself and all others similarly situated,
10 and thus, seeks class certification under California Code of Civil Procedure § 382.

11 55. The class Plaintiff seeks to represent (the "Class") is defined as follows:

12 All consumers, who, between the applicable statute of limitations
13 and the present, purchased or attempted to purchase Class
14 Products, and whose Class Products, namely Defendant's haircare
products, caused damage to the person's scalp and hair loss.

15 56. As used herein, the term "Class Members" shall mean and refer to the members
16 of the Class described above.

17 57. Excluded from the Class is Defendant, its affiliates, employees, agents, and
18 attorneys, and the Court.

19 58. Plaintiff reserves the right to amend the Class, and to add additional subclasses,
20 if discovery and further investigation reveals such action is warranted.

21 59. Upon information and belief, the proposed class is composed of thousands of
22 persons. The members of the class are so numerous that joinder of all members would be
23 unfeasible and impractical.

24 60. No violations alleged in this complaint are contingent on any individualized
25 interaction of any kind between Class members and Defendant.

26 61. Rather, all claims in this matter arise from the identical, false, affirmative
27 representations of the services, when in fact, such representations were false.

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1 62. There are common questions of law and fact as to the Class Members that
2 predominate over questions affecting only individual members, including but not limited to:

- 3 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
4 practices in selling Class Products to Plaintiff and other Class Members;
5 (b) Whether Defendant made misrepresentations with respect to the Class
6 Products sold to consumers;
7 (c) Whether Defendant profited from the sale of the wrongly advertised
8 haircare products;
9 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
10 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and Cal. Civ. C.
11 §1750 *et seq.*;
12 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
13 injunctive relief;
14 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed
15 Plaintiff and Class Members; and
16 (g) The method of calculation and extent of damages for Plaintiff and Class
17 Members.

18 63. Plaintiff is a member of the Class she seeks to represent

19 64. The claims of Plaintiff are not only typical of all Class members, they are
20 identical.

21 65. All claims of Plaintiff and the Class are based on the exact same legal theories.

22 66. Plaintiff has no interest antagonistic to, or in conflict with, the Class.

23 67. Plaintiff is qualified to, and will, fairly and adequately protect the interests of
24 each Class Member, because Plaintiff bought Class Products from Defendant during the Class
25 Period. Defendant's unlawful, unfair and/or fraudulent actions concerns the same business
26 practices described herein irrespective of where they occurred or were experienced. Plaintiff's
27 claims are typical of all Class Members as demonstrated herein.

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1 regarding the Class Products. In reasonable reliance on Defendant's false advertisements,
2 Plaintiff and other Class Members purchased the Class Products. In turn Plaintiff and other
3 Class Members ended up with products that were different in ways that put them in danger, and
4 therefore Plaintiff and other Class Members have suffered injury in fact.

5 76. Plaintiff alleges that these false and misleading representations made by
6 Defendant constitute a "scheme with the intent not to sell that personal property or those
7 services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

8 77. Defendant advertised to Plaintiff and other putative class members, through
9 written representations and omissions made by Defendant and its employees that the Class
10 Products would be of a particular nature and quality.

11 78. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
12 class members.

13 79. The misleading and false advertising described herein presents a continuing
14 threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in
15 these practices, and will not cease doing so unless and until forced to do so by this Court.
16 Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or
17 restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering
18 Defendant to cease its false advertising, as well as disgorgement and restitution to Plaintiff and
19 all Class Members Defendant's revenues associated with their false advertising, or such portion
20 of those revenues as the Court may find equitable.

21 **SECOND CAUSE OF ACTION**

22 **Violation of Unfair Business Practices Act**

23 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

24 80. Plaintiff incorporates by reference each allegation set forth above as fully set
25 forth herein.

26 81. Actions for relief under the unfair competition law may be based on any business
27 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
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1 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
2 to provide evidence of a causal connection between a defendants' business practices and the
3 alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause
4 substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct
5 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
6 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

7 UNFAIR

8 82. California Business & Professions Code § 17200 prohibits any "unfair . . .
9 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
10 alleged herein also constitute "unfair" business acts and practices within the meaning of the
11 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
12 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
13 alleged benefits attributable to such conduct. There were reasonably available alternatives to
14 further Defendant's legitimate business interests, other than the conduct described herein.
15 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
16 or practices. Such conduct is ongoing and continues to this date.

17 83. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
18 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
19 competition; and (3) is not one that consumers themselves could reasonably have avoided.

20 84. Here, Defendant's conduct has caused and continues to cause substantial injury
21 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
22 in fact due to Defendant's decision to sell them falsely described Class Products. Thus,
23 Defendant's conduct has caused substantial injury to Plaintiff and the members of the Class.

24 85. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
25 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
26 convinced Plaintiff and members of the Class that the Class Products were a certain nature and
27 quality in order to induce them to spend money on said Class Products. In fact, knowing that
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1 Class Products were not of this nature and quality, Defendant unfairly profited from their sale.
2 Thus, the injury suffered by Plaintiff and the members of the Class is not outweighed by any
3 countervailing benefits to consumers.

4 86. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
5 that these consumers could reasonably have avoided. After Defendant falsely represented the
6 Class Products, Plaintiff and class members suffered injury in fact due to Defendant's sale of
7 Class Products to them. Defendant failed to take reasonable steps to inform Plaintiff and class
8 members that the Class Products were not advertised as having the nature and quality that they
9 in fact have. As such, Defendant took advantage of Defendant's position of perceived power in
10 order to deceive Plaintiff and the Class members to purchase haircare products that would cause
11 damage and injury to their hair and. Therefore, the injury suffered by Plaintiff and members of
12 the Class is not an injury which these consumers could reasonably have avoided.

13 87. Thus, Defendant's conduct has violated the "unfair" prong of California Business
14 & Professions Code § 17200.

15 **FRAUDULENT**

16 88. California Business & Professions Code § 17200 prohibits any "fraudulent ...
17 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
18 consumer must allege that the fraudulent business practice was likely to deceive members of
19 the public.

20 89. The test for "fraud" as contemplated by California Business and Professions
21 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
22 17200 violation can be established even if no one was actually deceived, relied upon the
23 fraudulent practice, or sustained any damage.

24 90. Here, not only were Plaintiff and the Class members likely to be deceived, but
25 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
26 that Plaintiff agreed to purchase Class Products under the basic assumption that the products
27 would not cause injury or damage to the consumer's hair and scalp when in fact they were not,
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1 rather, they significantly damaged Plaintiff's scalp and caused hair loss to the point that Plaintiff
2 needed to seek medical attention. Plaintiff's reliance upon Defendant's deceptive statements is
3 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same
4 reason, it is likely that Defendant's fraudulent business practice would deceive other members
5 of the public.

6 91. As explained above, Defendant deceived Plaintiff and other Class Members by
7 representing the Class Products as being a certain nature and quality when in reality they were
8 a significantly different, and thus falsely represented the Class Products.

9 92. Thus, Defendant's conduct has violated the "fraudulent" prong of California
10 Business & Professions Code § 17200.

11 UNLAWFUL

12 93. California Business and Professions Code Section 17200, et seq. prohibits "any
13 unlawful...business act or practice."

14 94. As explained above, Defendant deceived Plaintiff and other Class Members by
15 representing the Class Products as being of a nature and quality different from what they actually
16 were.

17 95. Defendant used false advertising, marketing, and misrepresentations to induce
18 Plaintiff and Class Members to purchase the Class Products, in violation of California Business
19 and Professions Code Section 17500, et seq.. Had Defendant not falsely advertised, marketed,
20 or misrepresented the Class Products, Plaintiff and Class Members would not have purchased
21 the Class Products. Defendant's conduct therefore caused and continues to cause economic
22 harm to Plaintiff and Class Members.

23 96. This practice of making these representations by Defendant is therefore an
24 "unlawful" business practice or act under Business and Professions Code Section 17200 *et seq.*

25 97. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
26 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
27 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
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1 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately
2 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant
3 to correct its actions.

4 MISCELLANEOUS

5 98. Plaintiff and Class Members allege that they have fully complied with all
6 contractual and other legal obligations and fully complied with all conditions precedent to
7 bringing this action or that all such obligations or conditions are excused.

8 PRAYER FOR RELIEF

9 99. Plaintiff, on behalf of herself and the Class, requests the following relief:

- 10 (a) An order certifying the Class and appointing Plaintiff as Representative
11 of the Class;
- 12 (b) An order certifying the undersigned counsel as Class Counsel;
- 13 (c) An order requiring MONAT GLOBAL CORP., at its own cost, to notify
14 all Class Members of the unlawful and deceptive conduct herein;
- 15 (d) An order requiring MONAT GLOBAL CORP. to engage in corrective
16 advertising regarding the conduct discussed above;
- 17 (e) Actual damages suffered by Plaintiff and Class Members as applicable or
18 full restitution of all funds acquired from Plaintiff and Class Members
19 from the sale of misbranded Class Products during the relevant class
20 period;
- 21 (f) Punitive damages, as allowable, in an amount determined by the Court or
22 jury;
- 23 (g) All reasonable and necessary attorneys' fees and costs provided by
24 statute, common law or the Court's inherent power;
- 25 (h) Pre- and post-judgment interest; and
- 26 (i) All other relief, general or special, legal and equitable, to which Plaintiff
27 and Class Members may be justly entitled as deemed by the Court.
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REQUEST FOR JURY TRIAL

100. Plaintiff requests a trial by jury as to all claims so triable.

Dated: March 30, 2018

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: 

TODD M. FRIEDMAN, ESQ.

Attorney for Plaintiff KELLEY BOTALLICO