

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Trisha Whitmire and Emily Yanes de Flores, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

MONAT GLOBAL CORP.

Defendant.

Civil Action No. 1:18-CV-20636

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

NATURE OF THE ACTION

Plaintiffs Trisha Whitmore and Emily Yanes de Flores, (collectively “Plaintiffs”), on behalf of themselves and all others similarly situated, by their undersigned attorneys, allege as follows:

1. This class action is brought to remedy violations of applicable law in connection with the sale of hair care products designed, manufactured, marketed, and sold by MONAT Global Corp. (“MONAT” or “Defendant”). Plaintiffs seek damages and equitable remedies for themselves and the Class (defined in ¶ 63, below), which includes consumers who have purchased MONAT Hair Care Products (“MONAT Hair Care Products”).

2. MONAT Hair Care Products are promoted as “naturally-based” and “safe.” These and other claims made by MONAT are patently false. Indeed, MONAT claims without caveat that MONAT Hair Care Products are “suitable for all skin and hair types.” *See* <https://monatglobal.com/the-science-of-monat/> (last checked February 15, 2018). And not only does MONAT claim that their products are safe for everyone, but that MONAT Haircare

Products will have substantial health benefits, including the cessation of hair loss and hair regrowth. Beneficial health and efficacy claims regarding the MONAT products are ubiquitous on MONAT's website and in MONAT's marketing materials. For example, MONAT's claims about Capixyl, a central ingredient to many, if not all of its products, "clinical results prove significant decrease in hair loss effect and increase in hair regrowth." *Id.* MONAT goes on to claim "higher proven results than the other leading hair rejuvenation brands." *Id.* Relying on the foregoing statements in Defendant's so-called "The Science of MONAT" section, which shows a scientist in a lab coat with rubber gloves and a microscope, reasonable consumers reach the logical conclusion that MONAT Haircare Products are safe for everyone and will re-grow hair for those losing it.

3. Far from the panacea that MONAT Haircare Products claim to be, in reality MONAT has caused scalp irritation and hair loss for many consumers. And when consumers complain about hair loss or scalp irritation MONAT dutifully erases all such comments. Shamefully, hair loss claims are met with unsubstantiated claims of a "detox" period that will cause increased hair loss before the purported benefits of MONAT Haircare Products accrue or worse yet, suggestions to spend more money on still more expensive MONAT Haircare Products. To be sure, MONAT has systematically denied legitimate claims of hair loss and methodically sued individuals with the courage to stand up and tell the truth about the harm caused by the product. For example, Vickie Harrington, a woman who started a Facebook page dedicated to victims of MONAT was sued by MONAT on January 26, 2018 for "in excess of \$225,000." *See MONAT Global Corp. v. Harrington*, USDC EDNC Eastern Division Case No. 4:18-CV-8 at Docket No. 1, ¶78(g).

4. Unlike many beauty products sold through big box stores and salons, MONAT is sold through a multi-level marketing scheme in which the company actively recruits purchasers to become “Market Partners.” Market Partners are utilized to market and sell MONAT Haircare Products through social media and other marketing channels to consumers. MONAT provides a sales platform for its Market Partner agents and micro-websites hosted on the MONAT website where customers can place orders for MONAT Haircare Products and credit the Market Partner. If these Market Partners recruit additional Market Partners they share in the “down-line” profits generated by their recruits. In this way, MONAT functions in a manner many would think of as a pyramid scheme.

5. At the top of the pyramid is the Urdaneta family. According to the MONAT website, MONAT is led by chairman and founder Luis Urdaneta, and his son Rayner acts as CEO. See <https://monatglobal.com/meet-the-team/> (last checked February 15, 2018). A video on the MONAT website touting MONAT Haircare Products and promoting the money that Market Partners can make features Messrs. Urdaneta frolicking in a mansion that they arrive at via an orange Ferrari. See <https://monatglobal.com/history/> (last checked February 15, 2018). The ostentatious display of wealth comes along with a gratuitous garage shot featuring a Bentley and a Range Rover. The video does not mention the sharp business tactics employed by the family or the damage their products have caused.

6. As described below, an inherent design and/or manufacturing defect in Defendant’s MONAT Hair Care Products causes significant hair loss and scalp irritation to many consumers—the aforementioned Facebook page started by Ms. Harrington had more than 8,000 members. Defendant provides no warning about this consequence and, in fact, makes numerous assertions about the safe nature of the products. These statements and others, which related

uniformly to all the MONAT Hair Care Products, were and are false and have harmed Plaintiffs and the Class. In fact, MONAT Hair Care Products use numerous harsh chemicals and known human allergens. As a result of the defective nature of the MONAT Hair Care Products, they were and are unfit for their intended use and purpose.

7. During the Class Period, Defendant also represented that MONAT Hair Care Products are sulfate-free. However, MONAT Hair Care Products actually do contain sulfates, such as Sodium C14-16 Olefin Sulfonate, rendering these statements demonstrably false.

8. Similarly, during the Class Period, Defendant represented in no uncertain terms that MONAT Haircare Products do not contain petrochemicals. To the contrary, among other petrochemicals, MONAT Haircare Products contain Butylene Glycol—a known petrochemical—rendering these statements demonstrably false.

9. Once the hair loss caused by MONAT Hair Care Products begins, it can often continue for weeks or months before abating, even if the consumer immediately discontinues use of the product. The hair loss is not *de minimus*—consumers who suffer hair loss often lose significant amounts of hair. Plaintiffs have suffered injury in fact and loss of money or property as the result of their use of MONAT Hair Care Products.

10. This action further arises from Defendant' failure, despite their longstanding knowledge of a material design defect, to disclose and/or warn Plaintiff and other consumers that MONAT Hair Care Products can and do cause substantial hair loss and/or scalp irritation. Indeed, not only did Defendant fail to warn consumers, they actively concealed customers' comments concerning hair loss, by blocking and/or erasing such comments from the Internet, filing lawsuits and issuing cease and desist letters to individuals who made public statements concerning damage caused by the products.

11. Further, based on inherent defects in the formula and/or manufacture of the MONAT Hair Care Products, Defendant knew or should have known that its warranties were being breached by the hair loss and scalp damage caused by MONAT Haircare Products. Defendant knew or should have known that Plaintiff and Class members would suffer damages as the result of the hair loss caused by MONAT Hair Care Products. Defendant concealed these facts from Class members, including Plaintiff. Defendant's failure to disclose this defect about which they knew or should have known constitutes both an actionable misrepresentation or omission, and an unfair, unlawful, fraudulent, and deceptive business practice.

12. Plaintiffs and other Class members have been damaged by Defendant's concealment and non-disclosure of the defective nature of the MONAT Hair Care Products, because they were misled into purchasing MONAT Hair Care Products which were represented as having qualities and values different than they were promised. MONAT has known about this issue for years as the result of public complaints and a substantial number of complaints directed to Defendant and its agents. They also knew or should have known about the hair loss issues caused by MONAT Hair Care Products as the result of pre-release formulation and testing. Notwithstanding these complaints, Defendant has failed and/or refused to provide an adequate remedy.

13. Despite notice and knowledge of the problems caused by MONAT Hair Care Products from the numerous consumer complaints it has received and information from third parties, MONAT has not recalled any MONAT Hair Care Products, or offered their customers proper compensation for their damages.

14. Had Plaintiffs and other Class members known that MONAT Hair Care Products could cause hair loss or scalp irritation, they would not have purchased the MONAT Hair Care Products.

15. Had Plaintiffs and other Class members known that MONAT misrepresented the qualities of its Hair Care Products, they would not have purchased the MONAT Hair Care Products.

16. As a result of Defendant's acts and practices, Plaintiffs and the other Class members have suffered injury in fact, including economic damages.

17. Plaintiffs therefore bring this action on behalf of themselves and a proposed Class of similarly situated purchasers of MONAT Hair Care Products.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because defendant is a citizen of Florida and numerous class members are citizens of different states. This Court has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. § 1367.

19. Venue is proper in this District pursuant to 28 U.S.C. §1391 inasmuch as the unlawful practices are alleged to have been directed from this District. Specifically, Defendant MONAT maintains its principal places of business in this District, and Defendant regularly conducts and directs its business in and from this District.

20. According to the MONAT Website's Terms of Use, Florida law applies and Dade County is the proper venue:

“The laws of the State of Florida govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Site shall be filed, and that venue properly lies, only in the State or Federal courts located in Miami-Dade County, State of Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.”

PARTIES

21. During all times relevant to this suit, Plaintiff, Trisha Whitmire was a resident of Winter Springs, Florida. Ms. Whitmire is a PhD candidate studying at the University of Central Florida.

22. Ms. Whitmire first heard about MONAT through social media promotions. She was interested in the natural foundation of the products and the representations that it would not strip her hair of color or its natural oils. She was also interested because MONAT claimed that their products would generate hair growth and produce longer, healthier hair overall.

23. In January 2017, Ms. Whitmire inquired about MONAT through a Facebook interaction with a MONAT distributor. The distributor provided her with a link to a website of a MONAT sales representative who needed some additional sales and was in the distributor’s “down-line.”

24. On January 19, 2017, Ms. Whitmire purchased MONAT Renew Shampoo, Replenish Masque, and Restore Leave-In Conditioner for a total price of \$99.00 plus taxes, shipping and handling. Upon receipt, she started routinely using the products as directed.

25. In March 2017, Ms. Whitmire placed her second MONAT order online. This time, she was encouraged to enroll and did enroll in MONAT's "VIP" program, which provided a reduced price for the products but required her agreement to make two additional "flexship" orders in the near future. Specifically, on March 26, 2017, Ms. Whitmire purchased MONAT Renew Shampoo, Replenish Masque, and Restore Leave-In Conditioner.

26. On June 11, 2017, Ms. Whitmire purchased Monat IRT Shampoo, IRT Conditioner, and Intensive Repair Treatment.

27. On October 5, 2017, Ms. Whitmire purchased Monat Revive Shampoo, Revitalize Conditioner and Refinish Control Hair Spray.

28. Between January and October 2017, Ms. Whitmire used MONAT products as directed.

29. Ms. Whitmire never acted as an account representative, market partner or sales person for MONAT Global.

30. In June 2017, Ms. Whitmire went to her hair salon to have her hair cut and styled. At this time and for the first time, Ms. Whitmire and her stylist discovered that her hair had thinned considerably since her last visit and that she was nearly bare at the temples. At no time did Ms. Whitmire see any warning indicating that MONAT could cause hair loss, scalp irritation or any other type of adverse reaction. She noticed additional hair loss over the next several months, but was unaware that MONAT could be the cause, so she continued to use MONAT as her hair was falling out.

31. Ms. Whitmire eventually decided that she did not like the way MONAT was making her hair feel, and look so she tried other products. When she stopped using MONAT,

she noticed that her hair started to fill back in and re-grow. It was the regrowth that indicated to Ms. Whitmore that MONAT was the likely cause of her hair loss.

32. During all times relevant to this suit, Plaintiff Emily Yanez de Flores was a resident of Alhambra, California.

33. Mrs. Flores first heard about MONAT through a marketing representative. She was very impressed with the claim that it was an all-natural product and the representations that it improved the overall length and health of your hair.

34. On August 18, 2017, Mrs. Flores purchased MONAT Revitalize Conditioner, Renew Shampoo, Reshape Root Lifter and Smoothing Shampoo for a total price of \$99.00 plus taxes, shipping and handling. Upon receipt, she started routinely using the products as directed.

35. On November 15, 2017, Mr. Flores Purchased The CHAMP Conditioning Dry Shampoo, IRT Conditioner, IRT Shampoo, and OFY Clarifying Shampoo for a total purchase price of \$96.50.

36. On January 4, 2018, Mrs. Flores purchased MONAT JUNIOR Gentle Shampoo, Rejuvenique Oil Intensive, and OFY Air Dry Cream for a total purchase price of \$113.10.

37. Between August of 2017 and January 2018, Mrs. Flores used MONAT products as directed.

38. Mrs. Flores never acted as an account representative, market partner or sales person for MONAT Global.

39. From the time that Mrs. Flores began using the MONAT products, her hair didn't appear healthy but she had been convinced by the MONAT representative that sold the products to her that her hair was undergoing a "detox" process where all of the bad things that were in and on her hair and scalp were being removed. After the first month, she began to notice that her

hair appeared to be softer and more relaxed. Soon after, though, she became concerned as she saw that the ends of her hair appeared very straw like which was surprising to her as she hadn't done any chemical processing on her hair for the better part of a year and does very little heat styling, allowing her hair to air dry 95% of the time. After noticing the dryness, she purchased the intensive oil and the intense repair thinking that she needed something more powerful to deal with the dryness. Sometime later, she noticed that her ponytail was literally one half of the width it typically was. Although she hadn't noticed the hair loss before then, she could now see that there were many 2-inch hairs off the top of her head where the hair had broken off. She began to experience burning and itching on her scalp and this led her to researching about others who had complained of similar reactions. Once she learned that there were so many others who were complaining of this negative side effects, she immediately discontinued use and sought treatment by a professional hair dresser.

40. Defendant MONAT Global Corp. is an American corporation whose principal place of business is located at 3470 NW 82nd Avenue, Suite 910, Miami, Florida 33122. At all times relevant to this complaint, MONAT has transacted business in this judicial district and has directed its international operations from this district throughout the United States.

41. As noted above, according to Defendant, any and all claims regarding MONAT Hair Care Products are governed by the laws of the state of Florida.

COMMON FACTS

42. At all relevant times herein, Defendant Monat has manufactured, marketed, sold and distributed MONAT Hair Care Products throughout the United States.

43. MONAT bills itself as “a world-class designer, manufacturer, and distributor of hair care and personal products throughout the United States and Canada.” *See MONAT Global*

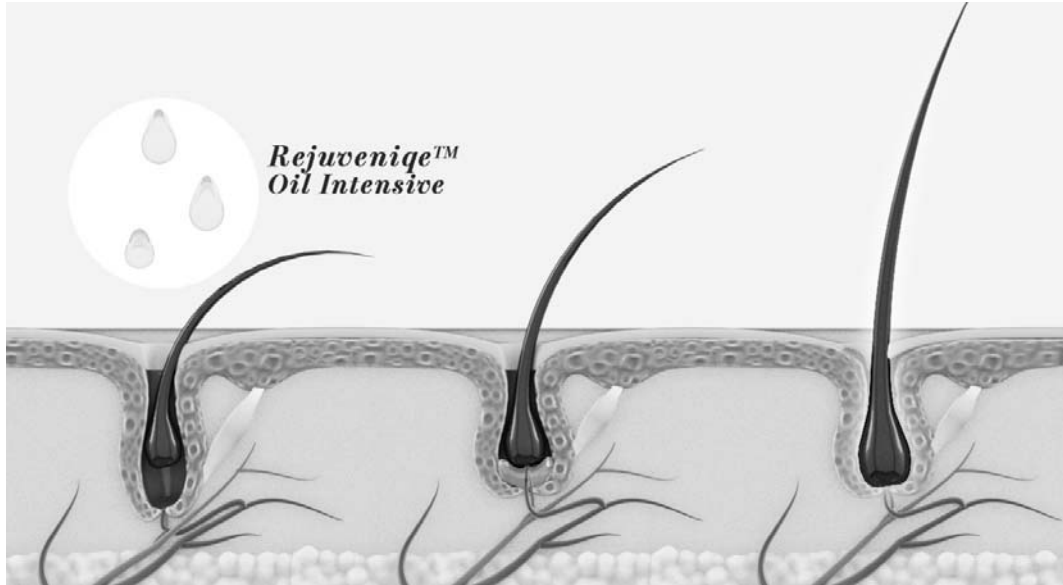
Corp. v. Harrington, USDC EDNC Eastern Division Case No. 4:18-CV-8 at Docket No. 1, ¶5. MONAT goes on to describe its business as a “direct sales model” and explains that MONAT “provides commissions and other financial incentives to its Market Partners for sales they make, and for purchases and sales made by new and additional Market Partners that they recruit.” *Id.* at ¶7. MONAT encourages and is well aware that “MONAT’s Market Partners utilize Facebook and other social media as the primary avenue of marketing MONAT’s products.” *Id.* at ¶8. MONAT also targets salons and salon owners to be Market Partners, to gain access to their clients. At all relevant times herein, Defendant MONAT created and developed the formula for MONAT Haircare Products, which it marketed and sold to consumers directly and through its agent Market Partners.

44. MONAT facilitated sales by its Market Partner agents by, among other things, manufacturing and distributing MONAT Haircare Products, building and hosting Internet websites for its Market Partner Agents, and providing promotional materials for its Market Partner agents to utilize in their sales and promotion of MONAT Haircare Products. Central to these sales and promotion techniques were claims that the MONAT Haircare Products are natural, safe and that they will grow hair.

45. MONAT reinforces the safety and efficacy of its products with the following statements regarding the purported ingredients and their supposed benefits:

MONAT’s ingredients are naturally-based, safe, pure and sustainable. But with other brands recognizing the power of botanical oils, how is MONAT any different? The answer lies in our rich formulations that make these naturally-based ingredients work in harmony with each other, combining and reacting to pump up their natural properties to take MONAT to the next level.

Here’s a little bit about the science behind MONAT.



(a) **REJUVENIQUE™ Oil Intensive**

Is **MONAT**'s invigorating proprietary blend of 11+ unique molecular ingredients, which includes vitamins, minerals, antioxidants, beta-carotene, omega-6 fatty acids, nutrients and amino acids, suitable for all skin and hair types. These ingredients have been proven to mimic the body's own natural oils to reduce hair thinning, prevent oxidative stress, and add volume and shine. **REJUVENIQUE**'s special properties energize and rehabilitate the scalp to visibly repair hair with instant and long-term Age Prevention benefits.

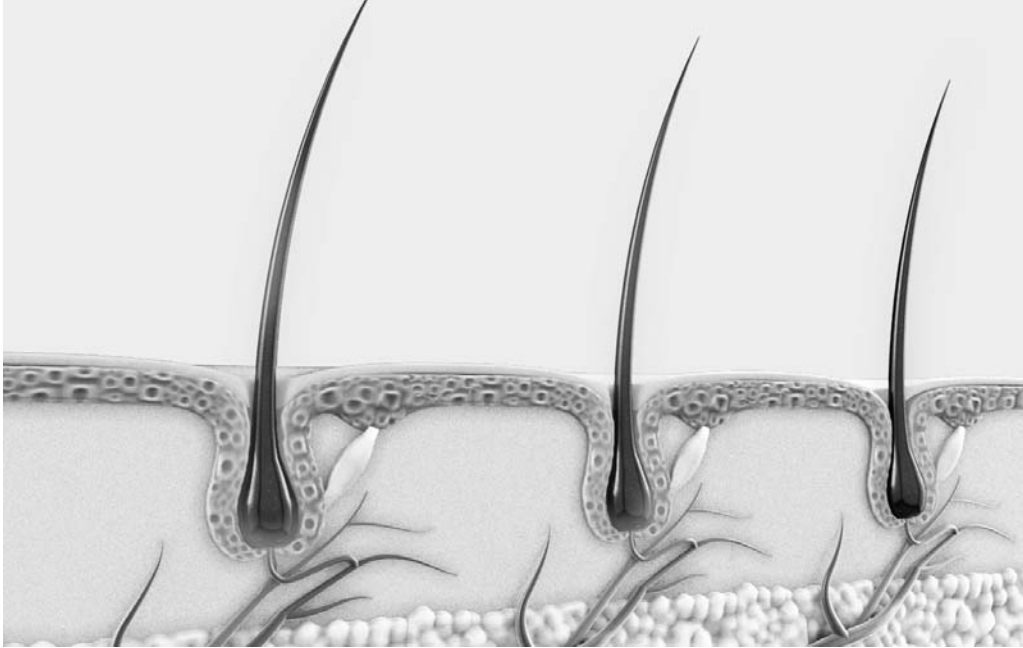
(b) **CAPIXYL™**

Powered with Red Clover Extract, a gentle emollient that reduces scalp inflammation, strengthens and thickens hair, and hydrates the scalp to stimulate natural, noticeable hair growth.

Benefits:

-Outstanding clinical results prove significant decrease in hair loss effect and increase in hair regrowth.

-Higher proven results than the other leading hair rejuvenation brands.



(c) PROCATALINE™

Features Pea Extract, a rich source of secondary metabolites, which deliver healthy nutrients to promote hair growth, reduces the production of the (DHT) hormone that contributes to hair loss, plus powerful antioxidants to combat premature thinning, as well as protect color and shine.

Benefits:

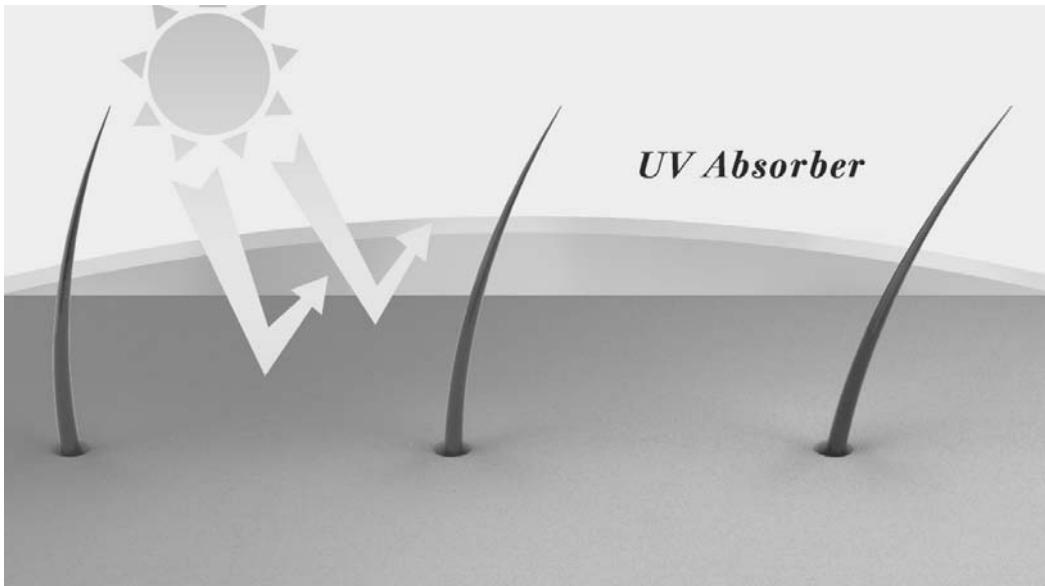
- Maintains a healthy environment for hair growth.
- Preserves the hair follicle.
- Aids in prevention of hair loss.
- Helps protect against environmental damage.
- Protects the natural pigment in the follicle.

(d) CRODASORB™

A powerful formula that packs an intense defense against oxidative stress, protects from the sun's damaging rays and resultant UVB damage, Cordasorb™ also preserves hair's natural pigmentation and keeps strands stronger and locks in moisture.

Benefits:

- Protects natural and synthetic coloring as well as gray hair.
- Absorbs high amounts of UVB and UVA light.
- Penetrates the hair, allowing it to protect both the cuticle and the cortex.
- Helps to smooth the cuticle for less damage and breakage.



See <https://monatglobal.com/the-science-of-monat/> (last checked February 15, 2018).

46. MONAT promotes the safety of its products through the “MONAT NOs,” stating:

You’ve learned about the ingredients that make MONAT different. What’s missing? Absolutely nothing – nothing your hair will miss, that is. Here’s a quick list of what you won’t – and will never find in any MONAT product. MONAT products do NOT contain:

- **NO Parabens** - Could be linked to chronic disorders.
- **NO Sulfates** - irritating to skin and scalp.
- **NO DEA/MEA** - can be irritating to skin and eyes and could be linked to chronic disorders.
- **NO Phthalates** - long-term exposure could be toxic.
- **NO PEG** - can be linked to chronic disorders
- **NO Phenoxyethanol** - can be irritating to the eyes and skin.
- **NO Ethanol** - can be drying to the hair and cause frizz and damage.
- **NO Petrochemicals** - can coat the hair shaft causing moisture loss and suffocation of the shaft.
- **NO Glutens** - can cause allergic reactions to sensitive individuals.
- **NO Sodium Chloride and NO Harsh Salt System**- can build up in tissues and cause dryness and dehydration.
- **NO Harmful Colors** - can be toxic to skin and scalp and linked to chronic disorders.
- **NO Harmful Fragrances** - can be irritating and linked to chronic disease.

Id.

47. According to Monat’s Policies and Procedures on its website, Market Partners may only repeat information to consumers that is provided by Monat. Agent Market Partners and Monat have provided information to Class Members, such as that (i) Monat products help

those suffering from alopecia regrow hair, (ii) Monat is vegan, and (iii) sores, bumps and scabs on the head while using Monat are a good thing because it means the treatment is working.

48. On its website, Monat claims that “our clinically proven ingredients have demonstrated the following outcomes”

- a. 88% increased manageability and shine.
- b. 76% increase in collagen directly increasing follicle size.
- c. 70% increase in repair effect improving hair anchoring.
- d. 58% Noticed a decrease in fiber breakage.
- e. 48% Decrease in DHT hormone that contributes to hair loss.
- f. 46% increase in hair growth.
- g. 35% increase in hair follicle strength.

49. In reality, Defendant’s statements are littered with falsehoods. The very first ingredient in Capixyl is Butylene Glycol, a known petrochemical, which Defendant promises is not present in any of its products.

50. Similarly, Defendant claims that it uses “NO Sulfates.” Yet, Defendant’s own ingredient lists include Sodium C14-16 Olefin Sulfonate—a known sulfate. Again, Defendant includes an ingredient it promises not to use.

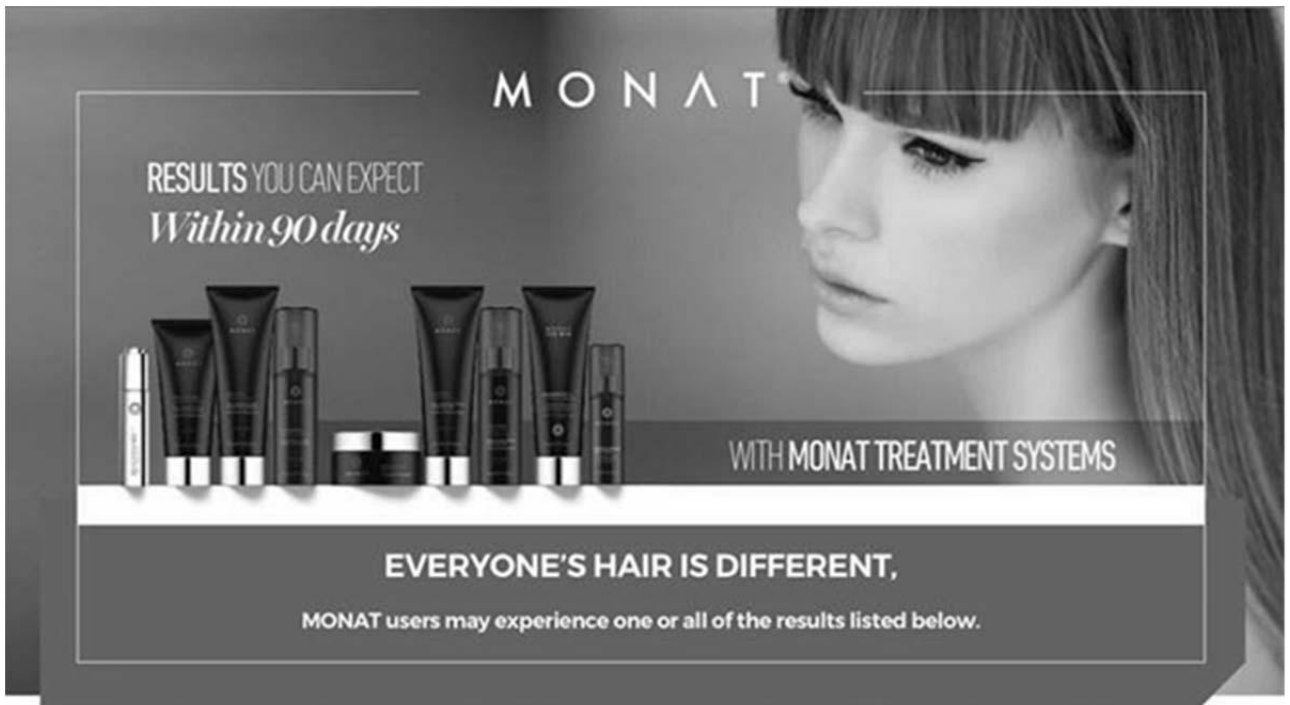
51. These and other claims by Defendant are false and/or misleading. In actuality, due to the false and misleading statements made by Defendant in its promotion of MONAT Haircare Products, Class members purchased MONAT Hair Care Products with no reason to suspect or know the dangers occasioned by use of the MONAT Hair Care Products. Not until hair loss began could a Class member have any reason to suspect that MONAT Hair Care Products are defective. And even after hair loss begins, consumers might not immediately make

the connection due to Defendant's false statements concerning the safe and natural foundation of the MONAT Haircare Products and the active concealment of the MONAT Hair Care Products' defects.

52. When Class members complained to Defendant about hair loss, they were often provided the following chart, which discusses "detoxifying" and says, some may experience:

- **Some flaking** due to boosted cellular turnover and exfoliation.
- **Some itching** caused from follicles that are beginning to wake up and grow.
- **Some dryness or stickiness** as the years of buildup and was start to dissolve.
- **Some shedding** from hair follicles that are enlarging and getting rid of old cells and dormant hair.

When confronted recently with the chart by a reporter from BuzzFeed, despite its obvious origin, Defendant's spokesperson suddenly was "unable to reach MacMillan [MONAT's President] to ask him" and therefore would not admit that this was prepared by MONAT. *See* https://www.buzzfeed.com/stephaniemcneal/monat?utm_term=.yqR179L4XO#.scqJBlezk1 (last checked February 15, 2018).



EVERYONE'S HAIR IS DIFFERENT,

MONAT users may experience one or all of the results listed below.

 <p>Month 1 DETOXIFYING</p> <p>Your hair and scalp begin to assimilate MONAT's active ingredients.</p>	 <p>Month 2 RECOVERING</p> <p>Your hair and scalp are becoming healthier and less sensitive to outside influences.</p>	 <p>Month 3 STABILIZING</p> <p>Your hair and scalp are returning to a more natural state as most detox and recovering issues have all but vanished.</p>
<p>Most experience:</p> <ul style="list-style-type: none"> - Better overall texture as the products begin to penetrate - Improved circulation from powerful actives energizing the hair and scalp - Reduction in tangling - Softer hair and a more natural feel - Improvement in colour and condition - Some baby hair growth <p>Some may experience:</p> <ul style="list-style-type: none"> - Refined oil production as your pH balances equalize - Some flaking due to boosted cellular turnover and exfoliation - Some itching caused from follicles that are beginning to wake up and grow - Some dryness or stickiness as the years of buildup and wax start to dissolve - Some shedding from hair follicles that are enlarging and getting rid of old cells and dormant hair 	<p>Most experience:</p> <ul style="list-style-type: none"> - Increased volume because the buildup that weighs hair down has vanished - Increased control - Balanced oils and increased hydration as the follicles energize and continue to reactivate - Less tangling and more life - Reduction in frizz and flyaways due to a healthier cuticle that lays flatter <p>Some may experience:</p> <ul style="list-style-type: none"> - The flaking has probably all but stopped - The itching should have calmed down - The sticky feeling has almost all gone away as the buildup is disappearing - Hair is becoming shinier, livelier and healthier feeling - New hair growth is stronger and more mature - Less shedding 	<p>Most experience:</p> <ul style="list-style-type: none"> - Improved overall volume as individual strands plump up from the inside out - Improved manageability - Improved body, lift, and bounce - Reduced frizz and hydrated ends - Smoother, shinier hair - Better texture and quality of hair combined with added strength - Hair that combs and brushes easily - Thickness and increased definition - Noticeably greater hair growth - You may not have to wash as often due to balanced moisture and oils - Improvement in natural and/or chemical colors <p><i>Overall longer, fuller, stronger, younger-looking hair!</i></p>

RESULTS VARY depending on the condition of your hair and scalp, products used previously or using in conjunction with MONAT, medications, heat and chemical damage, environment, personal care routines, etc.

53. When Class Members notified Monat and its agent market partners that their hair was falling out while using Monat products and that their dermatologists had advised them to stop using Monat, they were told to buy more Monat products and ignore their dermatologist.

54. On occasion, Monat has attempted to blame the problems on its supplier's manufacturing issues. For example, in approximately January 2017, Monat alleged that it had to purchase a key ingredient from a new vendor due to the hurricane that hit Texas. Monat alleged that ingredients can vary and that Renew Shampoo sold between October and December 2017 was a different color and could cause chemically processed or color treated hair to feel dry. Although Monat claimed it would replace the product for all those affected, Monat also tried to conceal information about this alleged "bad batch" from Class Members, only disclosing it if a Class Member complained.

55. Plaintiffs' negative experience with MONAT and hair loss is by no means an isolated or outlying occurrence. Indeed, the Internet is replete with examples of blogs and other websites where consumers have complained of the exact same issues with MONAT Hair Care Products. A very small sample¹ of the numerous online complaints, from just the last 6-8 weeks, from just one website, appear below:

<https://www.trustpilot.com/review/monatglobal.com?page=2>

I had to cut nearly ½ my length off...

Published Wednesday, February 7, 2018

K.D. Beqari

I had to cut nearly 1/2 my length off after just 1 month. NEVER has my hair dried out and broke off the way it did with this shampoo. 6 months later I'm still trying to repair the remaining damage.

My hairdresser has done my hair for years and she was absolutely shocked at the level of damage even after the cut.

¹ Typographical and grammatical errors in the excerpted complaints have not been corrected and remain as originally written.

<https://www.trustpilot.com/review/monatglobal.com?page=2>

Terrible products!!!!

Published Wednesday, February 7, 2018

Badgal Mel

Terrible products. They WILL ruin your hair!!!!!! My hair hasn't stopped falling out since using these products for SO LITTLE OF TIME. I feel like my scalp and hair is permanently damaged!!!!!! When people say that Monat is like a CULT. It truly is.

<https://www.trustpilot.com/review/monatglobal.com?page=2>

Their products are horrible

Published Saturday, February 3, 2018

Stephanie

Their products are horrible! They do not do what they say they will do and cause sores in your head!

<https://www.trustpilot.com/review/monatglobal.com?page=2>

DESTROYS YOUR HAIR! AVOID.

Published Friday, February 2, 2018

Megan Sands

My friend bought me Monat to use.

At first it seemed really good! I was enjoying it. My hair felt so soft!

I ran out of the shampoo and conditioner and went back to my old stuff waiting for my order... I started to notice my hair matting up and getting tangled. My hair never tangled... and everytime I brushed pieces would break off... I was shocked!

My hair was brittle, it was falling out...

I spoke to my friend who was having the same issues! And she was still using the product. This isn't an uncommon issue... spent some time reading other people's reviews.

DO NOT USE MONAT! EVER! It wrecks your hair!

<https://www.trustpilot.com/review/monatglobal.com?page=3>

I first started using MONAT in ...September

Published Friday, February 2, 2018

Haley Wright

I first started using MONAT in September. I really liked it at first however by the end of January my head became extremely itchy followed by an intense burning sensation. The top of my hair also became extremely oily while the ends were very dry. I was told numerous times this was normal and all part of the 'detox' and to hang in there! I then noticed my hair was starting to break off! Again I was told this was 'new hair' I played it off for a few weeks until I went to look back at pictures and noticed how much thinner my hair was. I begin to thoroughly inspect my hair and noticed it wasn't new growth at all my hair was breaking. I now have several bald spots in my head with severe breaking. When I brought it up to my MP I was told I was using the product wrong or using too much heat on my hair. First of all, I used the product just as I was instructed to do- I didn't use any other products except MONAT either! I also don't color, curl or straighten my hair!! I wasn't believing what I was being told! It was a nightmare. I'm now left with thin hair that is broken all over! I just hope it will grow back. Oh and last thing the shampoo stripped my natural color too. I was very dark before I started and now I have a brassy tone and lots of grey strands that were never there before! This is just horrible! I wouldn't recommend this product to anyone!!!! 😞😞

<https://www.trustpilot.com/review/monatglobal.com?page=3>

I am so mad at myself for trying this!!!

Published Thursday, February 1, 2018

Clarisa cebula

I am so mad at myself for trying this product! This company claims to regrow damaged hair, volume, ECT... Anyways so I joined as a "VIP" and gave it a go. After 1 month I decided to take a pic of my hair and that's when I noticed my underneath hair was broken off! At least 3 inches from my hair. I was concerned but was told that's "detox" it's good. Then I was having a burning, itchy scalp again was told that's new growth and stick with it for 90 days and you will see how great your hair will be! So I did, hesitant but hopeful. Then I started experiencing other things that had nothing to do with my hair, very bad hormonal changes to the point I thought I was pregnant, I also have even more breakage and damage than when I started! There are 1000's of woman that are going through the same thing and we all used monat! Coincidence??? I think not! Run from this product and never look back!!

<https://www.trustpilot.com/review/monatglobal.com?page=3>

My hair was destroyed

Published Wednesday, January 31, 2018

Kristi

I ordered back in March 2017 their renew line. The first wash was okay, might I add I followed their instructions with each use. I also used the hair masque.

By the 2nd week, I noticed a lot of my hair beginning to fall out and break. I was told to keep using. By the third week, I had sores developing, a burning scalp, greasy hair at the roots, dandruff like build up, breakage of my hair and bald spots.

Of course I was told to keep using!!

At 4 weeks, I quit using the products all together. A hair product should not cause sores and bald spots!!!! It needs to be pulled from the market.

I had 6 inches removed from my once beautiful hair. And what hair was left that had contact with monat products is still brittle and frizzy.

I also ordered the children's detangler which I refused to even use of course, because it arrived shortly after my hair started falling out in the 2nd week.

<https://www.trustpilot.com/review/monatglobal.com?page=3>

I used Monat for 4 months and within ...

Published Monday, January 29, 2018

Jennifer Woelke

I used Monat for 4 months and within the first two weeks of using their products I started to have a very itchy scalp with lots of tiny bumps all around my hairline, I was told from my rep that it was detox and my hair follicles were waking up and the itching was from new growth. I wanted to believe that. The products made my hair dry and frizzy and my scalp very oily, once again this was blamed on detox; I just wanted to get through the detox and have nice hair and scalp again. Things got worse, I started getting bumps/pimples all Down the back of my neck and extending down my back and forehead and chest. My hands started having an eczema breakout (I haven't had a flare up in 3 years). I went to my family dr and he said to stop using those products. I have since done my research into the ingredients listed in their products which claim to be "naturally based" and I am surprised. This MLM company has deplorable customer service. I was only given a partial refund and I have lost over two hundred dollars in products that I will never use. Hope this can save someone else from my experience.

<https://www.trustpilot.com/review/monatglobal.com?page=4>

This is an mlm ruining people's life ...

Published Saturday, January 27, 2018

Teri Bredeson

This is an mlm ruining people's life with no regard for their safety. I'm so glad to not be part of the "cult" ure. There is a reason they are not professional grade and will never be. How can you let uneducated people sell your products? Because they won't know any better and are all blinded by \$.

<https://www.trustpilot.com/review/monatglobal.com?page=3>

I loved it at first

Published Saturday, January 27, 2018

Melissa Mackie

I loved it at first. My hair was shiny and growing fast. I had a tight, itchy scalp for the entire time I used it but I just brushed it off. After about 6 months of use, my hair looked weighed down and got greasy quickly after washes. Around this time I also started to notice excessive hair loss in the shower. The hair loss became progressively worse until my hair was visibly thinner and I was quite upset about it. It wasn't until after 10 months of use that I found some info on the internet that lead to me believe that Monat was causing my hair loss. I completely stopped using all of the products, switched to another brand, and immediately noticed significantly less hair loss.

<https://www.trustpilot.com/review/monatglobal.com?page=3>

The worst shampoo I've ever used

Published Saturday, January 27, 2018

Samantha Bolling

The worst shampoo I've ever used! My hair fell out in clumps and got super thin. Worst mistake.

<https://www.trustpilot.com/review/monatglobal.com?page=3>

Disgusting Business

Published Saturday, January 27, 2018

TP

This "haircare" line is effective at destroying the scalp, hair and confidence of honest men, women and children. The salespeople are rude, dishonest and cult-like. 0/10 would not try again. Run.

<https://www.trustpilot.com/review/monatglobal.com?page=3>

Terrible Customer Service, Too Expensive, "Detox" Lies

Published Friday, January 26, 2018

Kayleen Neilson

After 8 months of trusting that I was just "detoxing", I've had enough. My scalp is itchy and has way more acne/sores than it ever has. My hair (which was originally healthy, thick and strong) is now brittle, dry, and thin. I'm afraid Monat has permanently damaged it! I'm in the middle of ending my flexship orders and my VIP membership, and their customer service is deplorable. I've had two different answers on how much I will have to pay as a fee for cancelling without fulfilling 3 flexships. Which I didn't know/wasn't informed would be an issue when I signed up. Why do they have a 30 day guarantee if someone can't stop using the products when they are obviously not working for them?! Way too expensive a product for it not to at least be descent. And yet, it's horrible.

<https://www.trustpilot.com/review/monatglobal.com?page=3>

I'd give zero stars if I could

Published Friday, January 26, 2018

Aaron Portier

I'd give zero stars if I could.

These products have caused a chemical burn on my scalp along with several sores. I've invested over \$400 in products; followed the instructions to the letter and continued to change the "line" of products I was using as instructed. After 2 1/2 months my hair is dry and brittle; my scalp is on fire and the lady I purchased from basically told me that my doctor was wrong and I should let her do a treatment on me after my doctor told me to discontinue use.

<https://www.trustpilot.com/review/monatglobal.com?page=4>

Caused my hair to get SUPER greasy

Published Thursday, January 25, 2018

Morgan Rhoades

I wanted to like MONAT and notice dramatic changes in my hair, but all it did was make it super greasy after following the instructions exactly. I used it for around a week or so, and finally gave it to my sister thinking she may not have the same problem. She has noticed her hair getting greasy as well, so she is no longer using it as well. Highly overpriced for a below average product.

<https://www.trustpilot.com/review/monatglobal.com?page=4>

Used Monat since July

Published Saturday, January 13, 2018

Sunspot Rising

Used Monat since July. Detox? Really? Still going on? I have more frizz and split ends than ever! Going to have to cut 24 " off. :(So it cost me about \$400 to totally ruin my hair. RUN!

<https://www.trustpilot.com/review/monatglobal.com?page=4>

Stay away from Monat's products!!!

Published Thursday, January 11, 2018

Nancy Witt

Monat is a very dishonest company with horrible products and poor business practices. They deny all of the claims customers make about having adverse reactions, saying they are jealous haters trying to ruin them. This is untrue, I have seen so many legitimate bad reaction claims/photos and reviews against Monat and they refuse to acknowledge them. Monat claims to be natural and gluten free. Some of their products contain Hydrolyzed Wheat Protein and/or Wheat Amino Acids. Wheat in ANY form is gluten. Hydrolyzing wheat does not remove the gluten! They are also far from being natural! I used Revive Shampoo and Restore Conditioner for ONE WEEK and broke out (maybe from the gluten??), then my hair started falling out. I have short hair so all the bald spots were very visible! I contacted the person who gave me the samples and she told me to call Monat Customer Service. It was difficult to get someone on the phone, but I finally did. They told me that the person I got the product from needs to call them and they would recommend a product (of theirs) for me to use to "fix" this. Umm, no thank you, not

using another Monat product ever!! My hairstylist said the patches showed fallen out hair, broken hair, chemical burns and that the texture of my hair changed. This angers me. There was absolutely nothing wrong with my hair, it was very healthy and not colored (ever), processed, treated or overheated. The only reason I tried Monat was to support a friend selling it. I used it for only one week and four weeks after I stopped using it, my hair is still falling out and feels super greasy.

<https://www.trustpilot.com/review/monatglobal.com?page=4>

My hair was actually in good condition ...

Published Monday, January 8, 2018

TJ Smith

My hair was actually in good condition before I used this product. Made my hair brittle and dry and started to thin and fall out. I gave it the "90+" days recommended which I think is a scam. After I switched back to my old routine and regular salon shampoo/conditioner (Biolage) my hair came back in, and was healthy and soft again. Also paying 1/3 the cost of Monat soooooo..... hmm.

<https://www.trustpilot.com/review/monatglobal.com?page=5>

Monat is a product and company from HELL

Published Friday, December 22, 2017

Laurie Maggie

Worst product ever! My hair is falling out so badly I had to put Drano down the shower drain because it was clogged so badly with my hair. I was a VIP but after my 3 months were up I was done and didn't want any more shipments but I didn't realize you had to cancel or it would keep coming. I thought you set the dates so that's my bad. When the package came I just wrote refused on it and mailed it back to avoid shipping charges (as long as you don't open it you can do this). I spoke with customer service and they said they received package but had to go thru a process to get refund. When they finally gave refund it wasn't for the full amount just a partial so I was told whoever did refund did it wrong. One person tells me it'll take up 72 hrs another tells me credits are only given between 15th and 30th of month. They have no problem taking your money but to get it back you need an act from God!! This whole process has been going on since Nov 10th and Christmas is just 3 days away now. I've called customer service at least 10 times and get the same BS every time. I now have to go to my bank to dispute this because this company is shady as hell and I just want my money back!!!

<https://www.trustpilot.com/review/monatglobal.com?page=5>

Stay away...far far away!

Published Sunday, December 17, 2017

Lori S.

After using Monat products for months to see if I wanted to use/sell it in my salon I have experienced so much hair loss. I had to contact a doctor. I am a hair stylist behind the chair over 30 years. I continue to educate as well as work

behind the chair and educate my guests. I have been hearing and seeing so much for a while about Monat and was considering becoming a market partner. I am licensed in 3 states and known globally in the industry. A few months ago I was approached by a market partner who wanted me to get on board and start to sell Monat products. I purchased a shampoo and conditioner she recommended to try out the products. Then I contacted Monat and spoke at length to a gentleman on the phone about the process, products and the investment. He sent many files by email for me to read about the company, the different packages and the process to become a market partner. I was about to sign up and buy the largest of all packages (like \$1000 I believe) that were offered to use in my salon as well as retail to clients, friends and family. I decided to hold off on the purchase to see just how magical the line was and see if all the hype was true. With that being said I used the Renew shampoo and the Replenish masque for over 2 months and maybe at best my hair was weighed down from all the oils in the line but no magical difference. Within a few weeks of using Monat I began to watch my hair falling out from the roots. I have continued to lose so much hair and even now that I stopped using it for about 3 weeks it is still falling out. The amount of hair loss I am experiencing is so much more than normal and I have never lost hair like this from anything I have used in the past. I have talked to a few of the market partners I know and asked about the hair loss and have been told I am going thru the detox phase. This is very concerning and alarming to say the least. My hair is and has always been very healthy but not thick at all. I color my hair about every 6 weeks with a demi permanent hair color with 5 volume developer, no highlighting or damaging services at all. My hair is naturally curly and never even blown dry or flat ironed so there is no thermal damage either. I would really love to know what could have caused me to lose almost 1/2 of my hair and still losing more from using Monat. Nothing else has changed to have caused all of this extreme hair loss. I have not been stressed, no medical issues, no new medication, no trauma or surgeries. Please.... I would love to know from the manufacturer what could cause this to happen.

56. In addition to written online complaints, YouTube features numerous videos also documenting hair loss caused by MONAT Hair Care Products. These videos underscore that the problems experienced by Plaintiffs are neither isolated, nor unique.

57. As the direct and proximate result of Defendant's false and misleading statements, Plaintiffs and Class members have suffered injury in fact and a loss of money or property through the out-of-pocket costs expended to purchase the MONAT Hair Care Products, as well as the costs of mitigating the hair loss and scalp damage occasioned by Defendant's MONAT Hair Care Products.

58. By marketing, selling and distributing MONAT Hair Care Products to purchasers throughout the United States, Defendant made actionable statements that MONAT Hair Care Products were free of defects in design and/or manufacture, and that they were safe and fit for their ordinary intended use and purpose.

59. By marketing, advertising, selling and distributing MONAT Hair Care Products from Florida to purchasers throughout the United States, Defendant made actionable statements that the ordinary use of the MONAT Hair Care Products would not involve undisclosed safety risks. Further, Defendant concealed what they knew or should have known about the safety risks resulting from the material defects in design and/or manufacture.

60. Defendant engaged in the above-described actionable statements, omissions and concealments with knowledge that the representations were false and/or misleading, and with the intent that consumers rely upon such concealment, suppression and omissions. Alternatively, Defendant was reckless in not knowing that these representations were false and misleading at the time they were made. Defendant has exclusive access to data and research conducted prior to and during the design and manufacture phase of the development of MONAT Hair Care Products that Plaintiffs and Class members could not and did not review.

TOLLING OF STATUTES OF LIMITATION

61. Any applicable statute(s) of limitations has been tolled by Defendant's knowing and active concealment of the facts alleged herein. Plaintiffs could not have reasonably discovered the true nature of the MONAT Haircare Products until after they suffered hair loss and scalp irritation. Similarly, the Class could not reasonably have been expected to know of the defect in MONAT Haircare Products until the filing of this complaint.

62. Defendant was and remains under a continuing duty to disclose to Plaintiffs and members of the Class the true character, quality, and nature of MONAT. As a result of the active concealment by Defendant of the true facts, as described herein, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

CLASS ALLEGATIONS

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

All purchasers or users of MONAT Hair Care Products in the United States or its territories between January 1, 2014 and the present excluding (a) any such person who purchased for resale and not for personal or household use, (b) any such person who signed a release of any Defendant in exchange for consideration, (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest, (d) any legal counsel or employee of legal counsel for any Defendant, and (e) the presiding Judge in the Lawsuit, as well as the Judge's staff and their immediate family members.

64. Plaintiffs reserve the right to amend or modify the Class definition in connection with a motion for class certification or as warranted by discovery.

65. This action has been brought and may properly be maintained on behalf of the Class proposed herein under the criteria set forth in Federal Rule of Civil Procedure 23.

66. **Numerosity:** Plaintiffs do not know the exact size or identities of the proposed Class, however, the Class encompasses millions of individuals who are dispersed geographically throughout the United States. Therefore, the proposed Class is so numerous that joinder of all members is impracticable. Records of each purchaser rest within the possession of Defendant

and may be obtained through discovery. Class members may be notified of the pendency of this action by mail and/or electronic mail, supplemented if deemed necessary or appropriate by the Court by published notice.

67. **Existence and Predominance of Common Questions of Fact and Law:** There are questions of law and fact that are common to the Class, and predominate over any questions affecting only individual members of the Class. The damages sustained by Plaintiffs and the other members of the Class flow from the common nucleus of operative facts surrounding Defendant's misconduct. The common questions include, but are not limited to the following:

- a. Whether Defendant failed to comply with their warranties;
- b. Whether MONAT Hair Care Products cause hair loss;
- c. Whether MONAT Hair Care Products suffer from design defects;
- d. Whether and when Defendant had exclusive knowledge that MONAT Hair Care Products caused hair loss but failed to disclose this defect to the public;
- e. Whether Defendant's conduct violated the Florida Deceptive and Unfair Trade Practices Act;
- f. Whether Defendant's conduct constitutes a breach of applicable warranties;
- g. Whether Defendant's conduct constitutes a breach of contract;
- h. Whether, as a result of Defendant's omissions and/or misrepresentations of material facts, Plaintiffs and members of the Class have suffered an ascertainable loss of monies and/or property and/or value; and
- i. Whether Plaintiffs and Class members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

68. **Typicality**: All of Plaintiffs' claims are typical of the claims of the Class since each Class member was subject to the same common inherent defect in the MONAT Haircare Products. Furthermore, Plaintiffs and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable loss arising out of Defendant's breach of warranties and other wrongful conduct as alleged herein. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

69. **Adequacy**: Plaintiffs will fairly and adequately represent the interests of the Class. They are committed to the vigorous prosecution of the Class's claims and have retained attorneys who are qualified to pursue this litigation and are experienced in class action litigation.

70. **Superiority**: A class action is superior to other methods for the fair and efficient adjudication of this controversy. While substantial, the damages suffered by each individual Class member do not justify the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible for the members of the Class to individually and effectively redress the wrongs done to them. A class action regarding the issues in this case does not create any problems of manageability. The class action device presents far fewer management difficulties than alternative methods of adjudication, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

71. In the alternative, the Class may be certified because:

- a. the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class members which would establish incompatible standards of conduct for Defendant;

- b. The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them which would, as a practical matter, be dispositive of the interests of the other Class members not parties to the adjudications, or substantially impair or impede the ability to protect their interests; and
- c. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

VIOLATIONS ALLEGED
COUNT I

BREACH OF WARRANTY

72. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71, as if set forth herein in full.

73. Defendant sold MONAT Hair Care Products, as part of its regular course of business. Plaintiffs and Class members purchased MONAT Hair Care Products either directly from Defendant or through Defendant's agent Market Partners.

74. According to MONAT's website, Florida law applies to any and all claims made in connection with the purchase of its products.

75. MONAT does business throughout the United States from its corporate headquarters in Miami, Florida.

76. The Products are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1), and Florida law. All MONAT Haircare Products cost more than five dollars.

77. Plaintiffs and Class members are "consumers" and "buyers" within the meaning

of the Magnuson-Moss Act, 15 U.S.C. § 2301(3) and Florida law.

78. Defendant falls within the definition of “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4) – (5). Defendant are also both considered a “manufacturer” and “seller” under Florida law.

79. Defendant made promises and representations in an express warranty provided to all consumers, which became the basis of the bargain between Plaintiffs, Class members and Defendant.

80. Defendant’s written affirmations of fact, promises and/or descriptions as alleged are each a “written warranty”. The affirmations of fact, promises and/or descriptions constitute a “written warranty” within the meaning of the Magnuson-Moss Act, 15 U.S.C. §2301(6).

81. By placing such products into the stream of commerce, by operation of Florida law and the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301 *et. seq.*, Defendant also impliedly warranted to Plaintiffs and Class members that MONAT Hair Care Products were of merchantable quality (*i.e.*, a product of a high enough quality to make it fit for sale, usable for the purpose it was made, of average worth in the marketplace, or not broken, unworkable, contaminated or flawed or containing a defect affecting the safety of the product), would pass without objection in the trade or business, and were free from material defects, and reasonably fit for the use for which they were intended.

82. Defendant breached all applicable warranties because MONAT Hair Care Products, suffer from latent and/or inherent defects that cause substantial hair loss and scalp irritation, rendering MONAT Hair Care Products unfit for their intended use and purpose. This defect substantially impairs the use, value and safety of MONAT Hair Care Products.

83. The latent and/or inherent defects at issue herein existed when the MONAT Hair

Care Products left Defendant's possession or control and were sold to Plaintiffs and Class members. The defect was undiscoverable by Plaintiffs and the Class members at the time of purchase.

84. All conditions precedent to seeking liability under this claim for breach of express and implied warranty have been performed by or on behalf of Plaintiffs and others in terms of paying for the goods at issue. Defendant was placed on reasonable notice of the defect in the Products and breach of the warranties, and have had an opportunity for years to cure the defect for Plaintiffs and all Class members, but have failed to do so, instead denying the claims and suing anyone attempting to bring them to light.

85. Defendant was on notice of the problems with the MONAT Hair Care Products based on numerous complaints received directly from Plaintiffs and other Class members.

86. Defendant breached their express and implied warranties, as MONAT Hair Care Products did not contain the properties that they were represented to possess.

87. Defendant's breaches of warranty have caused Plaintiffs and Class members to suffer injuries, paying for defective products, and entering into transactions they would not have entered into for the consideration paid. As a direct and proximate result of Defendant's breaches of warranty, Plaintiffs and Class members have suffered damages and continue to suffer damages, including economic damages in terms of the cost of MONAT Hair Care Products and the cost of efforts to mitigate the damages caused by same.

88. As a result of the breach of these warranties, Plaintiffs and Class members are entitled to legal and equitable relief including damages, costs, attorneys' fees, rescission, and/or other relief as deemed appropriate, for an amount to compensate them for not receiving the benefit of their bargain.

COUNT II

**VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT**

89. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71, as if set forth herein in full.

90. Plaintiffs brings this claim individually and on behalf of the Class.

91. Plaintiffs and Class members are consumers within the meaning of Fla. Stat. § 501.203(7).

92. Defendant was and is engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8).

93. Defendant omitted disclosure of the fact that MONAT Haircare Products possess a defect. This defect renders MONAT Haircare Products dangerous and unsafe, as well as unfit for the ordinary purpose for which they were sold. Additionally, Defendant misrepresented the characteristics of MONAT Haircare Products in claiming that they were of a high quality when they were not and by claiming they were merchantable when they were not. What is more, Defendant claimed, among other things, that MONAT Haircare Products contained no petrochemicals and no sulfates when, in fact, they did. This conduct constitutes unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices within the meaning of Fla. Stat. § 501.204, *et seq.*

94. As described above, Plaintiffs purchased MONAT Haircare Products in reliance upon Defendant’s false statements and omissions.

95. Because MONAT Haircare Products do not perform as advertised, Defendant caused Plaintiffs’ injuries, and those of the Class, which can be measured in a systematic fashion.

96. As a result of Defendant’s misrepresentations, Plaintiffs suffered actual damages

within the meaning of Fla. Stat. § 501.211, because the products failed to perform as advertised.

COUNT III

BREACH OF CONTRACT

97. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71 as though fully set forth at length herein.

98. Plaintiffs entered into a contract with Defendant when they purchased MONAT Haircare Products.

99. Other Class members entered into the same contractual relationship with MONAT by purchasing MONAT Hair Care Products.

100. According to MONAT's website, Florida law applies to all claims.

101. Plaintiffs and the Class paid money and conferred a benefit upon Defendant by purchasing MONAT Hair Care Products from Defendant or through MONAT's Market Partner agents.

102. Plaintiffs and the Class have performed all conditions and promises required on their part to be performed in accordance with the agreement to purchase the Products.

103. Defendant materially breached these contracts with Plaintiffs and the Class by selling Plaintiffs and the Class products that were defective and were not what the Plaintiffs and the Class bargained for.

104. As a result of Defendants' breach, Plaintiffs and the Class have suffered harm in the form of damages as they did not receive the benefit of their bargain.

COUNT IV

NEGLIGENCE – FAILURE TO WARN

105. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71 as though fully set forth at length herein.

106. At all times referenced herein, Defendant was responsible for designing, formulating, testing, manufacturing, inspecting, distributing, marketing, supplying and/or selling MONAT Hair Care Products to Plaintiffs and the Class.

107. According to MONAT's website, Florida law applies to all claims.

108. At all times material hereto, the use of MONAT Hair Care Products, in a manner that was intended and/or reasonably foreseeable by Defendant, involved substantial risk of hair loss and scalp irritation.

109. At all times material hereto, the risk of substantial hair loss and/or scalp irritation was known or knowable by Defendant, in light of the generally recognized and prevailing knowledge available at the time of manufacture and design, as described herein.

110. Defendant, as the developer, manufacturer, distributor and/or seller of MONAT Hair Care Products, had a duty to warn Plaintiffs and the Class of all dangers associated with the intended use of the MONAT Haircare Products.

111. Certainly, after receiving, upon information and belief, many hundreds of complaints of hair loss from directly from MONAT customers, and reviewing many hundreds more online, a duty arose to provide a warning to consumers that use of the product could result in hair loss and/or scalp irritation.

112. MONAT also causes hair to go through a detox process that is well known and documented by the company. During the first weeks or months of using MONAT products, consumers are known to suffer, flaking scalp, itching, and shedding or hair loss. While MONAT is well aware of the detox process, it fails to warn consumers that their hair will experience this detox process and will look and feel terrible during this extended period.

113. Defendant was negligent and breached its duty of care by negligently failing to

give adequate warnings to purchasers and users of MONAT Hair Care Products, including Plaintiffs and the Class, about the risks, potential dangers and defective condition of the MONAT Haircare Products.

114. Defendant knew, or by the exercise of reasonable care, should have known of the inherent design defects and resulting dangers associated with using MONAT Hair Care Products as described herein, and knew that Plaintiffs and Class members could not reasonably be aware of those risks. Defendant failed to exercise reasonable care in providing the Class with adequate warnings.

115. As a direct and proximate result of Defendant's failure to adequately warn consumers that use of MONAT Hair Care Products could cause hair loss or scalp irritation, Plaintiffs and the Class have suffered damages as set forth herein.

COUNT V

NEGLIGENCE – FAILURE TO TEST

116. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71 as though fully set forth at length herein.

117. According to MONAT's website, Florida law applies to all claims.

118. Defendant did not perform adequate testing on MONAT Hair Care Products used in conjunction therewith, which were defectively designed, formulated, tested, manufactured, inspected, distributed, marketed, supplied and/or sold to Plaintiffs and the Class.

119. Adequate testing would have revealed the serious deficiencies in MONAT Hair Care Products in that it would have revealed the substantial hair loss and scalp irritation occasioned by use of MONAT Haircare Products.

120. Defendant had, and continues to have, a duty to exercise reasonable care to

properly design—including the duty to test—MONAT Hair Care Products before introducing them into the stream of commerce.

121. Defendant breached these duties by failing to exercise ordinary care in the design and testing of MONAT Hair Care Products, which they introduced into the stream of commerce, because Defendant knew or through the exercise of reasonable care should have known that MONAT Hair Care Products could cause substantial hair loss and scalp irritation.

122. Defendant knew or reasonably should have known that Class members such as Plaintiffs would suffer economic damages or injury and/or be at an increased risk of suffering damage and injury, as a result of its failure to exercise ordinary care in the design of MONAT Hair Care Products or by failing to conduct appropriate testing.

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

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

COUNT VI

STRICT PRODUCTS LIABILITY

125. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71 as though fully set forth at length herein.

126. According to MONAT's website, Florida law applies to all claims.

127. Defendant MONAT was the creator and developer of MONAT Hair Care Products.

128. Defendant MONAT was the manufacturer or supplier of MONAT Hair Care Products that it sells to customers.

129. As described herein, MONAT Haircare Products possess a defect in manufacturing in that the formula can cause substantial hair loss.

130. The defect in MONAT Haircare Products existed at the time MONAT Haircare Products left Defendant's possession and were introduced into the stream of commerce.

131. MONAT Haircare Products caused harm and injury to Plaintiffs and the proposed Class in that, *inter alia*, it caused and/or causes hair loss and/or scalp irritation.

132. Plaintiffs' use of the Cleansing Conditioner occurred in a manner that was reasonably foreseeable to Defendant.

COUNT VII

UNJUST ENRICHMENT

133. Named Plaintiffs repeat and re-allege every allegation in paragraphs 1-71, as if set forth herein in full.

134. As a direct and proximate result of the misconduct set forth above, Defendant MONAT has been unjustly enriched.

135. Through deliberate misrepresentations or omissions made in connection with the advertising, marketing, promotion, and sale of MONAT Haircare Products during the Class Period, Defendant reaped benefits, which resulted in its wrongful receipt of profits. Accordingly, Defendant will be unjustly enriched unless ordered to disgorge those profits for the benefit of Plaintiffs and the Class. This claim is pleaded in the alternative to Plaintiffs' contract-based claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for judgment against Defendant as follows:

A. An order certifying a nationwide Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiffs and their counsel to represent the Class members;

B. For damages pursuant to Florida law in an amount to be determined at trial, including interest;

C. For restitution for monies wrongfully obtained and/or disgorgement of ill-gotten revenues and/or profits;

D. A permanent injunction enjoining Defendant from continuing to harm Plaintiffs and the members of the Class and continuing to violate Florida law;

E. An order requiring Defendant to adopt and enforce a policy that requires appropriate removal of misleading claims and the inclusion of material safety information omitted from Defendant's disclosures;

F. Reasonable attorneys' fees and the costs of the suit; and

G. Such other relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

Respectfully submitted this 19th day of February, 2018.

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