

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

_____)	
DONNA STEFFORIA,)	Civil Action No.
individually and on behalf of all)	
others similarly situated,)	<u>CLASS ACTION COMPLAINT</u>
)	
Plaintiff,)	
)	JURY TRIAL DEMANDED
v.)	
)	
MONAT GLOBAL CORPORATION,)	
a Florida corporation,)	
)	
Defendant.)	
_____)	

Plaintiff Donna Stefforia (“Plaintiff”) brings this action against Monat Global Corporation (“Monat” or “the Company”) based on personal knowledge of the facts pertaining to herself and on information and belief as to all other matters. Plaintiff alleges as follows:

NATURE OF THE ACTION

1. This action arises from the sale of hair care products designed, manufactured, marketed, and sold by Monat. **Monat promotes its products as “naturally-based” and “safe.”** The Company’s promotional materials state, “[a]s more and more people become aware of how naturally based products can positively affect their lives, they are making the switch and opting for healthier options” and that Monat products “gently cleanse and nourish” hair.¹ Monat represents that its products are “suitable for all skin and hair types.”²

¹ Monat website, “A Healthy Conscience Says Hello To Naturally Based Products,” <https://monatglobal.com/a-healthy-conscience-says-hello-to-naturally-based-products/>

² Archived webpage, “*The Science of Monat*,” <https://web.archive.org/web/20171005125844/https://monatglobal.com/the-science-of-monat/> (archived on Oct. 5, 2017).

2. Despite these representations, many users of Monat products experienced serious adverse effects, including severe scalp irritation and hair loss. Once the irritation and hair loss begins, it can often continue for weeks or months, even if the consumer immediately discontinues use of the product. One consumer who used Monat products started a Facebook page that has more than 8,000 members called “Monat—My Modern Nightmare.” It is filled with stories by women reporting injuries caused by the Monat haircare product.

3. Defendant provides no warning about these adverse effects. To the contrary, Monat deflected concerns expressed by consumers, stating that initial hair loss is part of a “detox” period before which the regenerative properties of the product become apparent. The Company then suggests that consumers purchase even more Monat product to carry them through the detox period.

4. Plaintiff and other Class members have been damaged by Defendant's concealment and non-disclosure of the defective and/or harmful nature of the Monat products. They were misled into purchasing products represented to be natural and beneficial – and certainly not harmful – which is not what they received.

5. Monat has known about the widespread problems caused by its products through numerous complaints directed to the Company and its agents. Monat also knew or should have known about the scalp irritation and/or hair loss based on the scientific testing Monat claims to perform.

6. Monat continues to deny it has made false representations about its products and denied they have caused harmful scalp irritation and/or hair loss.³ This lawsuit follows.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §1332 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, as Monat is a citizen of Florida and numerous class members are citizens of other states. This Court has supplemental jurisdiction over any state law claims pursuant to 28 U.S.C. §1367.

8. Venue is proper in this District pursuant to 28 U.S.C. §1391 as the unlawful practices are alleged to have been directed from this District. Monat maintains its principal places of business in this District, and Monat regularly conducts and directs its business in and from this District. In addition, the terms of use posted on Monat's website state 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[.]"⁴

PARTIES

9. Plaintiff Donna Stefforia is a resident of the State of Michigan. She purchased and used Monat products, including the Company's Black 2-1 Shampoo + Conditioner and Renew

³ Blake Bakkila, "Women Say This Hair Product Has Caused Bald Patches And Open Sores," MSN (March 14, 2018), <https://www.msn.com/en-us/health/medical/women-say-this-hair-product-has-caused-bald-patches-and-open-sores/ar-BBKdLEl>

⁴ Monat Global website, Website Terms of Use, <http://monatglobal.com/wp-content/uploads/2017/01/Terms-and-Conditions.pdf> (last accessed July 5, 2018).

Shampoo. Plaintiff used the products as directed. After she began using the Monat products, Plaintiff noticed that her scalp became dry and itchy, and her hair began falling out.

10. Defendant Monat Global Corporation is a Florida corporation with its principal place of business in Miami, Florida.

FACTUAL BASIS FOR THE CLAIMS

11. Monat markets the ingredients in its products as “safe, pure and sustainable.” The company claims that the botanical oils in its products are different than those used in other brands, explaining that “[t]he 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.”⁵

12. Monat has a section of its website dedicated to explaining the “science” behind its products and describing several of the Company’s proprietary ingredients. One such ingredient is “REJUVENIQE Oil Intensive,” which is described as “[a] blend of 13+ unique molecular ingredients, which includes vitamins, mineral, 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. REJUVENIQE’s special properties energize and rehabilitate the scalp to visibly repair hair with instant and long-term Age Prevention benefits.”⁶

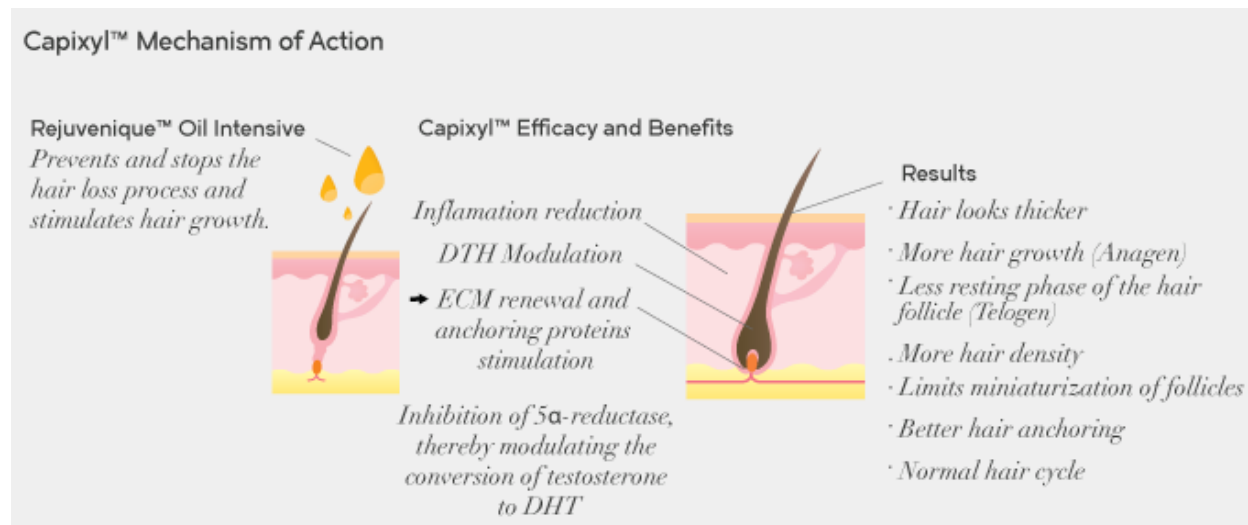
13. Another exclusive ingredient is “Capixyl,” which contains “Red Clover Extract, a gentle emollient that hydrates the scalp to stimulate natural, noticeable hair growth. Benefits: -

⁵ Monat Global website, “The Science of MONAT,” <https://monatglobal.com/the-science-of-monat/>.

⁶ *Id.*

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.”⁷

14. The website presents a diagram showing how Rejuvenique and Capixyl work together to produce thicker hair:



Source: <https://monatglobal.com/science-of-monat/>

15. Another proprietary ingredient is Procataline, which “features Pea Extract, a rich source of secondary metabolites, which deliver healthy nutrients to promote hair growth, plus power antioxidants to combat premature thinning, as well as protect color and shine.” Proctaline is represented to “[m]aintain[] 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.”

16. Monat also uses Crodasorb in its products, which the company describes as “[a] powerful formula that packs intense protection from the sun’s damaging rays and resultant UVB damage” that also “preserves hair’s natural pigmentation and keeps strands stronger and locks in

⁷ *Id.*

moisture.” Monat represents that Crodasorb “[p]rotects 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.”

17. In addition to emphasizing its proprietary ingredients, Monat also highlights the types of ingredients that “you won’t – and will never – find in any MONAT product.” The website lists such items and explains the harm that they potentially cause:

The MONAT NOs

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** – can build up in tissues and cause toxicity
- NO Harsh Salt Systems** – can 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

Source: <https://monatglobal.com/the-science-of-monat/>

18. Monat’s marketing materials describe the process through which users’ hair transitions during the first three months of use. The first month is the “detoxifying” phase, the second month is the “recovering” phase, and the third month is the “stabilizing” phase.

19. During the detoxifying phase, Monat represents that most consumers experience positive effects, including better overall texture, less tangling, and “[s]ome baby hair growth.” The

detoxifying process potentially had some negative effects, such as “Refined oil production... Some flaking... Some itching... Some dryness or stickiness... Some shedding from hair follicles that are enlarging and getting rid of old cells and dormant hair.”

20. In month two, the recovering phase, Monat represents that most consumers experience increased volume, balanced oils, increased hydration, and a reduction of frizz. In addition, Monat represents that:

- 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

21. Monat represents that in the month three, the stabilizing phase, “[y]our hair and scalp are returning to a more natural state as most detox and recovering issues have all but vanished.” By that time, Monat represented that most consumers could expect improved overall volume, improved manageability, reduced frizz and hydrated ends, shinier hair, and “[n]oticably greater hair growth.”

22. Contrary to these representations by Monat, Plaintiff and many other consumers experienced very significant negative effects. Such effects included sores on the scalp and extreme hair loss. After the defective nature of the Monat products received attention in the media, many consumers used social media to share their experiences. The following are examples of the numerous online complaints:

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  Published Saturday, May 26, 2018



Charlene Torres
1 review

I started using these products in...

I started using these products in October 2017 and mixed and matched the shampoo and conditioners. I noticed scalp sores and I stopped using it. Shortly thereafter I gained a bald spot the size of a baseball in the back of my head. I am losing hair easily in chunks the size of tennis balls. My hair is very thin and broken and I have small bald spots all over my head. Please help!!

 Useful **2**  




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

  Published Tuesday, May 22, 2018



Nelci Cristiane Stancovik-Hurtado
1 review

I WOULD GIVE 0 START IF I COULD

I WOULD GIVE 0 START IF I COULD! THIS PRODUCT DESTROYED MY HAIR. I WAS GETTING BALD. I AM A WOMAN WITH EXTRA LOW SELF-ESTEEM, I HAD TO CUT MY HAIR 3 TIMES AND PEOPLE KEEP ASKING ME IF I AM SICK BECAUSE I LOST A LOT OF HAIR. I CONTACTED MONAT AND THEY IGNORE MY EMAILS. THIS COMPANY WILL TAKE YOUR MONEY WITH NO REMORSE! I SPENT ALMOST \$ 400 DOLLARS TO GET BALD!

 Useful **2**  




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

  Published Thursday, May 10, 2018

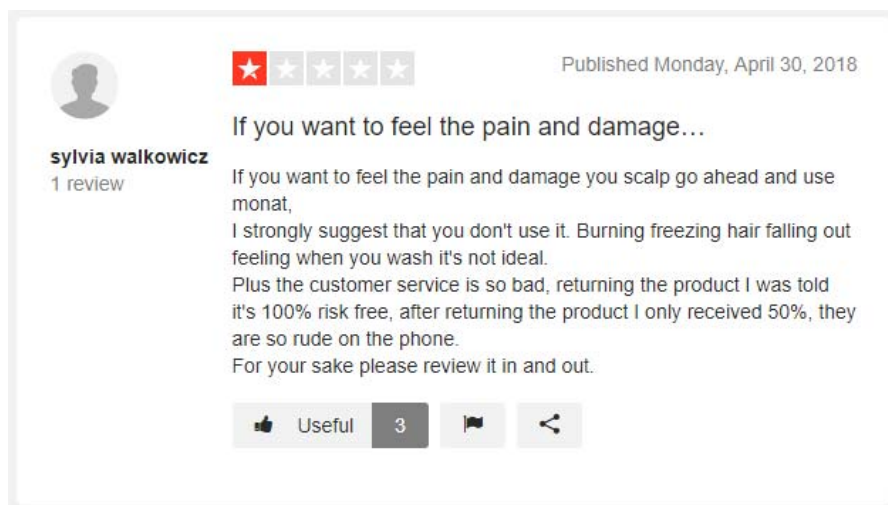
mark forti
1 review

Don't use this if you want your hair to...

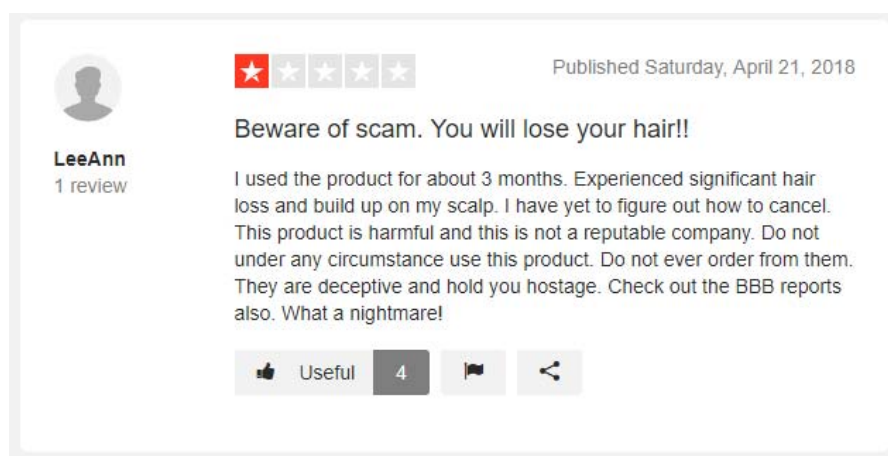
Don't use this if you want your hair to grow. The only thing that will grow after your hair falls out is SCABS!!!! A bleeding scalp is all I got. And I was a V.I.P. member. I was sold on this scam buy a friend. Please take my advise. Don't sell this product. It will only hurt the people you sell it to. I wish I never bought into this. It's not the money that hurts, It is the damage it did to my scalp and forget about the hair loss.....

 Useful **1**  

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



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



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

23. Despite the “science” the company claims to support its representations about the safe, natural, and effective nature of its products,

TOLLING OF STATUTE OF LIMITATION

24. Any applicable statute(s) of limitations has been tolled by Monat’s knowing and active concealment of the facts alleged herein. Due to the false and misleading statements made by the Company in its promotion of Monat Products, Class members purchased Monat products with no reason to suspect or know the dangers caused by use of the Monat products. Not until scalp

irritation or hair loss began would a Class member have reason to suspect that Monat products are defective. And even after hair loss begins, consumers might not immediately make the connection due to Monat's false statements concerning the safe and natural foundation of the Monat products and the active concealment of the Monat products' defects. The Company has exclusive access to data and research conducted before and during the design and manufacturing phases of developing the Monat products.

25. The Company was, and remains under, a continuing duty to disclose to Plaintiff and the Class members the true character, quality, and nature of the Monat products. As a result of the Company's active concealment of the true facts, any and all applicable statutes of limitations otherwise applicable to claims alleged herein have been tolled.

CLASS ALLEGATIONS

26. Pursuant to Rules 23(a), 23(b)(2), and/or 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiff brings this action on her own behalf and on behalf a Class defined as: "All purchasers or users of Monat products in the United States between January 1, 2014 and the present" (the "Class").

27. Excluded from the Class are: (a) persons who purchased Monat products for resale and not for personal or household use; (b) persons who signed a release with Monat in exchange for consideration; (c) any officers, directors or employees, or immediate family members of the officers, directors or employees, of Monat or any entity in which Monat has a controlling interest; (d) any legal counsel or employee of legal counsel for Monat; and (e) the presiding Judge in the action, as well as the Judge's staff and their immediate family members.

28. The requirements for class certification under Rule 23 of the Federal Rules of Civil Procedure are satisfied.

29. **Numerosity**: Plaintiff does not know the exact size or identities of the proposed Class. However, the Class includes hundreds of thousands of consumers who are dispersed geographically throughout the United States, making joinder impracticable.

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

- a. Whether Monat products cause hair loss;
- b. Whether Monat products suffer from design defects;
- c. Whether Monat's conduct constitutes a breach of warranty;
- d. Whether Monat knew that the Company's products caused hair loss but failed to disclose this defect to the public;
- e. Whether Monat's conduct violated the Florida Deceptive and Unfair Trade Practices Act;
- f. Whether Plaintiff and the Class members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

31. **Typicality**: Plaintiff's claims are typical of the claims of the Class since each Class member was subject to the same inherent defect in Monat products. Furthermore, Plaintiff and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable loss arising out of Monat's breach of warranties and other wrongful conduct as alleged herein. Plaintiff is advancing the same claims and legal theories on behalf of herself and all absent Class members.

32. **Adequacy**: Plaintiff will fairly and adequately represent the interests of the Class. She is committed to the vigorous prosecution of the Class's claims and has retained attorneys who are qualified to pursue this litigation and are experienced in class action litigation.

33. **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 Monat's conduct. 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.

34. Additionally, litigation on a class-wide basis is superior because: (a) the prosecution of separate actions by the individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members, which would establish incompatible standards of conduct for Monat; (b) the prosecution of separate actions by individual Class members would create a risk of individual adjudications that, as a practical matter, would be dispositive of the interests of other Class members who are not parties to the adjudications, or substantially impair or impede the ability to protect their interests; and (c) Monat 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.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

BREACH OF WARRANTY

35. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

36. The Company sold Monat products as part of its regular course of business. Plaintiff and the Class members purchased Monat products directly from Monat and/or through the Company's "Market Partner" agents.

37. According to Monat's website, Florida law applies to claims made in connection with the purchase of its products.

38. Monat does business throughout the United States from its corporate headquarters in Miami, Florida.

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

40. Plaintiff and the Class members are "consumers" and "buyers" within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(3) and under Florida law.

41. Monat is within the definition of "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4) - (5). Monat is both a "manufacturer" and "seller" under Florida law.

42. Monat made promises and representations in an express warranty provided to all consumers, which became the basis of the bargain between Plaintiff and the Class members on the one hand and Monat on the other hand.

43. Monat'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).

44. By placing Monat products into the stream of commerce, by operation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301*et. seq.*, and Florida law, the Company impliedly warranted to Plaintiff and the Class members that the Monat 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.

45. The Company breached all applicable warranties because the Monat products suffer from latent and/or inherent defects that cause substantial hair loss and scalp irritation, rendering the Monat products unfit for their intended use and purpose. This defect substantially impairs the use, value, and safety of the Monat products.

46. The latent and/or inherent defects existed when the Monat products left the Company's possession or control and were sold to Plaintiff and the Class members. The defect was undiscoverable by Plaintiff and the Class members at the time of purchase.

47. All conditions precedent to seeking liability under this claim for breach of express and implied warranty have been performed by or on behalf of Plaintiff and the Class members in terms of paying for the goods at issue.

48. Monat was placed on reasonable notice of the defect in the Monat products and breach of the warranties and has had an opportunity to cure the defect, but has failed to do so.

49. The Company was on notice of the problems with the Monat products based on numerous complaints received directly and indirectly from Class members.

50. The Company breached express and implied warranties, as the Monat products did not contain the properties that they were represented to possess.

51. As a direct and proximate result of the Company's conduct, Plaintiff and the Class members have been injured. Such injuries include physical injuries (including hair loss, scalp irritation, and/or other physical harm) and/or economic injuries (by paying for defective products and to mitigate the cost of the harm caused by the products).

52. As a result of the breach of these warranties, Plaintiff and the 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.

SECOND CLAIM FOR RELIEF

VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE

PRACTICES ACT

53. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

54. The Florida Deceptive and Unfair Trade Practices Act makes it unlawful to engage in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.

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

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

57. Monat failed to disclose and omitted disclosures regarding the fact that Monat products were defective. The defect renders Monat products dangerous and unsafe, as well as unfit for the ordinary purpose for which they were sold. Additionally, Defendant misrepresented the characteristics of Monat products by claiming that they were of a high quality when they were not, and by claiming they were merchantable when they were not. Monat represented, *inter alia*, that Monat products contained no petrochemicals and no sulfates when, in fact, they did. This conduct constitutes an unfair method of competition, unconscionable act or practice, and unfair or deceptive act or practice within the meaning of Fla. Stat. § 501.204, *et seq.*

58. Plaintiff purchased Monat products in reliance upon the Company’s false statements and omissions.

59. Because Monat products do not perform as advertised, Monat caused the injuries to Plaintiff and the Class, which can be measured in a systematic fashion.

60. As a result of Monat’s misrepresentations, Plaintiff suffered actual damages within the meaning of Fla. Stat. § 501.211 because the products failed to perform as advertised.

THIRD CLAIM FOR RELIEF

BREACH OF CONTRACT

61. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

62. Plaintiff and the Class members entered into a contract with the Company when they purchased Monat products.

63. Plaintiff and the Class members paid money and conferred a benefit upon the Company by purchasing Monat products from the Company or through the Company's agents.

64. Plaintiff and the Class members have performed all conditions and promises required on their part to be performed in accordance with the agreement to purchase the Monat products.

65. The Company materially breached these contracts with Plaintiff and the Class members by selling them defective products that were not what the Plaintiff and the Class members bargained for.

66. As a result of the Company's breach, Plaintiff and the Class members have suffered harm in the form of damages as they did not receive the benefit of their bargain.

FOURTH CLAIM FOR RELIEF

NEGLIGENCE - FAILURE TO WARN

67. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

68. At all times referenced herein, Defendant was responsible for designing, formulating, testing, manufacturing, inspecting, distributing, marketing, supplying and/or selling Monat products to Plaintiff and the Class.

69. At all times material hereto, the use of Monat products, in a manner that was intended and/or reasonably foreseeable by Defendant, involved substantial risk of hair loss and scalp irritation.

70. 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.

71. Defendant, as the developer, manufacturer, distributor and/or seller of Monat products, had a duty to warn Plaintiff and the Class of all dangers associated with the intended use of the Monat products.

72. After receiving or otherwise learning of hundreds of complaints of hair loss and/or scalp injuries from Monat customers, a duty arose to provide a warning to consumers that use of the product could result in hair loss and/or scalp irritation.

73. During the first weeks or months of using Monat products, the Company knows that many consumers have experienced flaking scalps, itching, and hair loss. While Monat is well aware of these adverse effects, it fails to warn consumers that their hair will experience this detox process and will look and feel terrible during this extended period.

74. The Company was negligent and breached its duty of care by negligently failing to adequately warn purchasers and users of Monat products, including Plaintiff and the Class members, about the risks, potential dangers, and defective nature of the Monat products.

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

76. As a direct and proximate result of the Company's failure to adequately warn consumers that use of Monat products could cause scalp irritation and/or hair loss, Plaintiff and the Class members have suffered damages as set forth herein.

FIFTH CLAIM FOR RELIEF

NEGLIGENCE - FAILURE TO TEST

77. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

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

79. Adequate testing would have revealed the serious deficiencies in Monat Products in that it would have revealed the substantial hair loss and scalp irritation occasioned by use of Monat Products.

80. Defendant had, and continues to have, a duty to exercise reasonable care to properly design and test Monat products before introducing them into the stream of commerce.

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

82. Defendant knew or reasonably should have known that Class members such as Plaintiff 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 Products or by failing to conduct appropriate testing.

83. As a direct and proximate result of the Company's failure to test the Monat products designed, formulated, manufactured, inspected, distributed, marketed, warranted, advertised, supplied and/or sold by the Company, Plaintiff and the Class have suffered damages.

SIXTH CLAIM FOR RELIEF

STRICT PRODUCTS LIABILITY

84. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

85. The Company was the creator and developer of the Monat products.

86. The Company was the manufacturer or supplier of the Monat products that it sells to customers.

87. Monat products possess a defect in that the formula can cause substantial scalp irritation and/or hair loss.

88. The defect in the Monat products existed at the time the Monat products left the Company's possession and were introduced into the stream of commerce.

89. The Monat products caused harm and injury to Plaintiff and the Class members by, *inter alia*, causing scalp irritation and/or hair loss.

90. The use of the Monat products by Plaintiff and the Class members occurred in a manner that was reasonably foreseeable to the Company.

SEVENTH CLAIM FOR RELIEF

UNJUST ENRICHMENT

91. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

92. This claim is pleaded in the alternative to Plaintiff's contract-based claims.

93. Through deliberate misrepresentations or omissions made in connection with the advertising, marketing, promotion, and sale of the Monat products during the Class Period, the Company reaped benefits, which resulted in its wrongful receipt of profits.

94. The Company will be unjustly enriched unless ordered to disgorge those profits for the benefit of Plaintiff and the Class members.

95. As a direct and proximate result of the Company's misconduct, Monat has been unjustly enriched.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for judgment against Monat as follows:

- A. An order certifying a nationwide Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and her 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 Monat from continuing to harm Plaintiff and the Class members and continuing to violate Florida law;
- E. An order requiring Monat to adopt and enforce a policy that requires appropriate removal of misleading claims and the inclusion of material safety information omitted from the Company'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

Plaintiff hereby demands a trial of their claims by jury to the extent authorized by law.

Dated: July 13, 2018

Respectfully submitted,

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