

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

In re AMLA LITIGATION

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

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES TO  
CONSOLIDATED SECOND AMENDED CLASS ACTION COMPLAINT**

Defendants L'Oréal USA, Inc. and Soft Sheen-Carson, LLC (collectively, "L'Oréal") by and through their attorneys, Gordon & Rees Scully Mansukhani LLP, as and for their combined Answer and Affirmative Defenses to the Consolidated Second Amended Class Action Complaint ("Complaint") of Plaintiffs Dorothy Riles ("Riles") Tiffany Raines ("Raines"), Sandi Turnipseed ("Turnipseed"), Terri Oravillo ("Oravillo"), Delicia Taylor ("Taylor"), Kishta Finch ("Finch"), Nicole Coleman ("Coleman"), and Jennifer Sanon ("Sanon") (collectively, "Plaintiffs"), respond as follows:

**INTRODUCTION**

1. The language of the Complaint speaks for itself. L'Oréal denies any wrongdoing alleged in Paragraph 1 of the Complaint and further denies that this matter is appropriate for class treatment. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 1.

2. L'Oréal admits that it acquired Soft Sheen-Carson, LLC. L'Oréal lacks sufficient knowledge to admit or deny the remaining allegations of Paragraph 2 of the Complaint, and, therefore, denies same.

3. L'Oréal admits that the Amla Relaxer contains Amla fruit extract, and that the product is used safely when users heed instructions and safety warnings. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 3 of the

Complaint for lack of citation and, as such, denies same.

4. L'Oréal denies that the Amla Relaxer causes injuries when consumers follow instructions and heed safety warnings which disclose risks of injury. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 4 of the Complaint for lack of citation to or specification of "consumer complaints on the internet", and, therefore, denies same.

5. L'Oréal denies the allegations in Paragraph 5 of the Complaint.

6. L'Oréal lacks sufficient knowledge or information to admit or deny alleged "respon[ses] to certain online complaints" not identified in Paragraph 6 of the Complaint. L'Oréal denies the remaining allegations in Paragraph 6.

7. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 7 of the Complaint and, therefore, denies same.

8. L'Oréal denies the allegations in Paragraph 8 of the Complaint.

9. The language of the Complaint speaks for itself. L'Oréal denies any wrongdoing alleged in Paragraph 9 of the Complaint and further denies that Plaintiffs are entitled to relief. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 9.

#### **PARTIES**

10. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 10 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 10.

11. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 11 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 11.

12. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 12 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 12.

13. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 13 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 13.

14. L'Oréal lacks sufficient knowledge or information or information to admit or deny the allegations of Paragraph 14 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 14.

15. L'Oréal lacks sufficient knowledge to admit or deny the allegations of Paragraph 15 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 15.

16. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 16 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 16.

17. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 17 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 17.

18. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 18 of the Complaint and, therefore, denies the same. L'Oréal specifically denies any wrongdoing alleged in Paragraph 18.

19. L'Oréal admits that it is a Delaware corporation with headquarters in New York, NY, and that it is a subsidiary of L'Oréal S.A. L'Oréal denies the remaining allegations in

Paragraph 19 of the Complaint.

20. L'Oréal admits the allegations in Paragraph 20 of the Complaint.

**JURISDICTION AND VENUE**

21. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 21 of the Complaint and, therefore, denies the same.

22. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 22 of the Complaint and, therefore, denies the same.

**FURTHER FACTUAL ALLEGATIONS**

23. L'Oréal admits that it owns Soft Sheen-Carson, LLC. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining the allegations in Paragraph 23 for lack of citation and, therefore, denies same.

24. The representations referred to in Paragraph 24 of the Complaint speak for themselves, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 24.

25. The representations referred to in Paragraph 25 of the Complaint speak for themselves, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 25.

26. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 26 of the Complaint due to lack of citation and, therefore, denies same.

27. L'Oréal denies the allegations in Paragraph 27 of the Complaint.

28. L'Oréal admits that it launched the "Amla Legend" line of hair products in 2013. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 28 of the Complaint due to lack of citation and, therefore, denies same.

29. L'Oréal admits that the Amla Relaxer contains Amla fruit extract. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 29 of the Complaint due to lack of citation and, therefore, denies same.

30. L'Oréal admits that a golden droplet appears on the packaging on the Amla Relaxer. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 30 of the Complaint due to lack of citation and, therefore, denies same.

31. L'Oréal admits that it promoted its Amla Legend line. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 31 of the Complaint. To the extent a further response is required, L'Oréal denies the remaining allegations of Paragraph 31.

32. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 32 of the Complaint due to lack of citation and, therefore, denies same.

33. L'Oréal admits that it sold the product and distributed it to retailers. The product packaging to which Plaintiffs refer in Paragraph 33 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 33.

34. The product packaging to which Plaintiffs refer in Paragraph 34 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 34.

35. The product packaging to which Plaintiffs refer in Paragraph 35 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in

Paragraph 35.

36. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 36 of the Complaint due to lack of citation and, therefore, denies same.

37. L'Oréal denies the allegations in Paragraph 37 of the Complaint.

38. The website cited by Plaintiffs in Paragraph 38 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 38.

39. L'Oréal denies the allegations in Paragraph 39 of the Complaint.

40. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 40 of the Complaint and, therefore, denies the same.

41. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 41 of the Complaint and, therefore, denies the same.

42. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 42 of the Complaint and, therefore, denies the same.

43. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 43 of the Complaint and, therefore, denies the same.

44. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 44 of the Complaint and, therefore, denies the same.

45. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 45 of the Complaint and, therefore, denies the same.

46. L'Oréal denies the allegations in Paragraph 46 of the Complaint that are directed to L'Oréal. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 46 and, therefore, denies the same.

47. L'Oréal admits that the Amla Relaxer is a no-mix relaxer and that one of its components is lithium hydroxide. L'Oréal denies that the relaxer component of the Amla Relaxer kit contains sodium hydroxide. L'Oréal denies the remaining allegations in Paragraph 47 of the Complaint.

48. L'Oréal denies the allegations in Paragraph 48 of the Complaint.

49. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 49 of the Complaint and, therefore, denies the same.

50. L'Oréal denies that it "led reasonable consumers to believe that the Amla Relaxer is a gentler alternative to relaxers containing lye." L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 50 of the Complaint and, therefore, denies the same.

51. L'Oréal denies the allegations in Paragraph 51 of the Complaint.

52. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 52 of the Complaint and, therefore, denies the same.

53. L'Oréal denies the allegations in Paragraph 53 of the Complaint that are specifically directed at L'Oréal. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 53 and, therefore, denies the same.

54. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 54 of the Complaint and, therefore, denies the same.

55. L'Oréal denies the allegations in Paragraph 55 of the Complaint.

56. L'Oréal denies the allegations in Paragraph 56 of the Complaint.

57. L'Oréal denies the allegations in Paragraph 56 of the Complaint.

58. L'Oréal lacks sufficient knowledge or information to admit or deny the

allegations of Paragraph 58 of the Complaint and, therefore, denies the same.

59. The product packaging to which Plaintiffs refer in Paragraph 59 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 59.

60. The product packaging to which Plaintiffs refer in Paragraph 60 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 60.

61. The product packaging to which Plaintiffs refer in Paragraph 61 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 61.

62. The product packaging to which Plaintiffs refer in Paragraph 62 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 62.

63. L'Oréal denies the allegations in Paragraph 63 of the Complaint.

64. L'Oréal denies the allegations in Paragraph 64 of the Complaint.

65. L'Oréal denies the allegations in Paragraph 65 of the Complaint.

66. The product packaging to which Plaintiffs refer in Paragraph 66 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in



Paragraph 66.

67. L'Oréal specifically denies that it has falsely or misleadingly labeled or advertised the Amla Relaxer. The product packaging to which Plaintiffs refer in Paragraph 67 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 67.

68. L'Oréal denies the allegations in Paragraph 68 of the Complaint.

69. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 69 of the Complaint due to lack of citation and, therefore, denies same.

70. The content of the website cited in Paragraph 70 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 70.

71. The content of the website cited in Paragraph 71 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 71.

72. L'Oréal denies the allegations in Paragraph 72 of the Complaint.

73. L'Oréal denies the allegations in Paragraph 73 of the Complaint.

74. L'Oréal admits that it disclosed the ingredients and safety risks of the Amla Relaxer. The product packaging to which Plaintiffs refer in Paragraph 74 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 74, including all subparts.

75. L'Oréal admits that the Amla relaxer contains Amla fruit extract. The product

packaging to which Plaintiffs refer in Paragraph 75 of the Complaint speaks for itself, and L'Oréal denies any allegations in the Complaint that are inconsistent therewith. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 75.

76. L'Oréal denies the allegations in the first sentence of Paragraph 76 of the Complaint. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of the remaining sentences in Paragraph 76 and, therefore, denies the same.

77. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 77 of the Complaint and, therefore, denies the same.

78. L'Oréal neither admits nor denies Paragraph 78 of the Complaint, which is not an appropriate allegation in a pleading. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 78 of the Complaint.

79. L'Oréal denies the allegations in Paragraph 79 of the Complaint.

80. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 80 of the Complaint.

81. L'Oréal denies the allegations in Paragraph 81 of the Complaint.

82. L'Oréal denies the allegations in Paragraph 82 of the Complaint.

83. L'Oréal admits that it responds to all customer complaints, regardless of whether such complaints are justified and/or legitimate. L'Oréal denies the remaining allegations in Paragraph 83 of the Complaint.

84. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 84 of the Complaint.

85. L'Oréal denies the allegations in Paragraph 85 of the Complaint.

86. L'Oréal denies the allegations in Paragraph 86 of the Complaint.

87. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 87 of the Complaint and, therefore, denies the same.

**CLASS DEFINITIONS AND ALLEGATIONS**

88. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 88 of the Complaint. L'Oréal denies any wrongdoing alleged in Paragraph 88, and further denies that this case is suitable for class treatment.

89. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 89 of the Complaint.

90. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 90 of the Complaint.

91. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 91 of the Complaint.

92. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 92 of the Complaint.

93. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 93 of the Complaint.

94. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 94 of the Complaint.

95. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 95 of the Complaint.

96. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 96 of the Complaint.

97. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 97 of the Complaint.

98. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 98 of the Complaint.

99. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 99 of the Complaint and, therefore, denies the same.

100. Paragraph 100 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 100.

101. L'Oréal denies the allegations in Paragraph 101 of the Complaint.

102. L'Oréal denies the allegations in Paragraph 102 of the Complaint.

103. L'Oréal denies the allegations in Paragraph 103 of the Complaint.

104. L'Oréal denies the allegations in Paragraph 104 of the Complaint.

**COUNT I**  
**Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.***

105. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

106. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 106 of the Complaint.

107. L'Oréal admits the allegations in Paragraph 107 of the Complaint.

108. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 108 of the Complaint and, therefore, denies the same.

109. The statute cited to in Paragraph 109 of the Complaint speaks for itself. L'Oréal denies any allegations in the Complaint that are inconsistent therewith.

110. Paragraph 110 of the Complaint contains conclusions of law, to which no

response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 110.

111. Paragraph 111 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 111.

112. Paragraph 112 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 112.

113. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 113 of the Complaint and, therefore, denies the same.

114. L'Oréal denies the allegations of Paragraph 114, and specifically denies that the Amla Relaxer has damaged all users' skin, scalp, and hair. The remaining allegations in Paragraph 114 of the Complaint contain conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 112.

115. Paragraph 115 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 115.

116. L'Oréal denies the allegations of Paragraph 116 of the Complaint.

117. L'Oréal denies the allegations of Paragraph 117 of the Complaint.

118. L'Oréal denies the allegations of Paragraph 118 of the Complaint.

119. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 119 of the Complaint and, therefore, denies the same.

120. L'Oréal denies the allegations of Paragraph 120 of the Complaint.

121. Paragraph 121 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 121.

122. Paragraph 122 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 122.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT II**

**California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.***

123. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

124. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 124 of the Complaint.

125. Paragraph 125 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 125.

126. Paragraph 126 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 126.

127. Paragraph 127 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 127.

128. Paragraph 128 of the Complaint contains conclusions of law, to which no

response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 128.

129. L'Oréal denies the allegations of Paragraph 129 of the Complaint.

130. L'Oréal denies the allegations of Paragraph 130 of the Complaint.

131. L'Oréal denies the allegations of Paragraph 131 of the Complaint.

132. L'Oréal denies the allegations of Paragraph 132 of the Complaint.

133. L'Oréal denies the allegations of Paragraph 133 of the Complaint.

134. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 134 of the Complaint and, therefore, denies the same.

135. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 135 of the Complaint.

136. The document described in Paragraph 136 of the Complaint speaks for itself. L'Oréal denies any allegations in the Complaint that are inconsistent therewith, and specifically denies any wrongdoing alleged in Paragraph 136 of the Complaint.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

### **COUNT III**

#### **California False Advertising Law, Ca. Bus. & Prof. Code §§ 17500, *et seq.***

137. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

138. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 138 of the Complaint.

139. Paragraph 139 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations

of Paragraph 139.

140. L'Oréal denies the allegations of Paragraph 140 of the Complaint.

141. L'Oréal denies the allegations of Paragraph 141 of the Complaint.

142. L'Oréal denies the allegations of Paragraph 142 of the Complaint.

143. Paragraph 143 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 143.

144. Paragraph 144 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 144.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT IV**

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

145. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

146. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 146 of the Complaint.

147. The statute set forth in Paragraph 147 of the Complaint speaks for itself. L'Oréal denies any allegations in Paragraph 147 that are inconsistent therewith.

148. Paragraph 148 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 148.

149. The document described in Paragraph 149 of the Complaint speaks for itself.



L'Oréal denies any allegations in Paragraph 149 that are inconsistent therewith.

150. The case law set forth in Paragraph 150 of the Complaint speaks for itself.

L'Oréal denies any allegations in Paragraph 150 that are inconsistent therewith.

151. L'Oréal denies the allegations of Paragraph 151 of the Complaint.

152. L'Oréal denies the allegations of Paragraph 152 of the Complaint.

153. L'Oréal denies the allegations of Paragraph 153 of the Complaint.

154. L'Oréal denies the allegations of Paragraph 154 of the Complaint.

155. Paragraph 155 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 155.

156. Paragraph 156 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 156.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

#### **COUNT V**

#### **Illinois Consumer Fraud and Deceptive Business Practices Act**

157. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

158. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 88 of the Complaint.

159. The statute set forth in Paragraph 159 of the Complaint speaks for itself. L'Oréal denies any allegations in Paragraph 159 that are inconsistent therewith.

160. The statute set forth in Paragraph 160 of the Complaint speaks for itself. L'Oréal

denies any allegations in Paragraph 160 that are inconsistent therewith.

161. The statute set forth in Paragraph 161 of the Complaint speaks for itself. L'Oréal denies any allegations in Paragraph 161 that are inconsistent therewith.

162. Paragraph 162 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 162.

163. Paragraph 163 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 163.

164. Paragraph 164 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 164.

165. Paragraph 165 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 165.

166. L'Oréal denies the allegations of Paragraph 166 of the Complaint.

167. L'Oréal denies the allegations of Paragraph 167 of the Complaint.

168. L'Oréal denies the allegations of Paragraph 168 of the Complaint.

169. Paragraph 169 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 169, and specifically denies that it engaged in unfair or deceptive acts and/or practices.

170. Paragraph 170 of the Complaint contains conclusions of law, to which no

response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 170, and specifically denies that it engaged in unfair or deceptive acts and/or practices.

171. Paragraph 171 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 171.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT VI**  
**Breach of Express Warranty**

172. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

173. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 173 of the Complaint.

174. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 174 of the Complaint and, therefore, denies the same.

175. Paragraph 175 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 175.

176. Paragraph 176 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 176.

177. L'Oréal denies the allegations of Paragraph 177 of the Complaint.

178. L'Oréal denies the allegations of Paragraph 178 of the Complaint.

179. L'Oréal denies the allegations of Paragraph 179 of the Complaint.

180. L'Oréal denies the allegations of Paragraph 180 of the Complaint.

181. Paragraph 181 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 181.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT VII**  
**Breach of Implied Warranty of Merchantability**

182. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

183. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 183 of the Complaint.

184. The statute set forth in Paragraph 184 of the Complaint speaks for itself. L'Oréal denies any allegations in Paragraph 184 that are inconsistent therewith.

185. Paragraph 185 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 185.

186. Paragraph 186 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 186.

187. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 187 of the Complaint and, therefore, denies the same.

188. L'Oréal denies the allegations in the first sentence of Paragraph 180 of the

Complaint. L'Oréal without sufficient knowledge to admit or deny the allegations in the second sentence of Paragraph 188 and, therefore, denies the same.

189. L'Oréal denies the allegations of Paragraph 189 of the Complaint.

190. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 190 and, therefore, denies the same.

191. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 191 and, therefore, denies the same.

192. Paragraph 192 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 192.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

#### **COUNT VIII**

#### **Breach of Implied Warranty, Song-Beverly Consumer Warranty Act**

193. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

194. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 194 of the Complaint.

195. Paragraph 195 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 195.

196. Paragraph 196 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 196.

197. Paragraph 197 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 197.

198. L'Oréal denies the allegations of Paragraph 198 of the Complaint.

199. Paragraph 199 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 199.

200. Paragraph 200 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 200.

201. L'Oréal denies the allegations of Paragraph 201 of the Complaint.

202. Paragraph 202 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 202.

203. Paragraph 203 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 203.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT IX**  
**Breach of Contract/Common Law Warranty**

204. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

205. The language of the Complaint speaks for itself. To the extent a further response

is required, L'Oréal denies the allegations in Paragraph 205 of the Complaint.

206. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 206 of the Complaint.

207. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 207 and, therefore, denies the same.

208. Paragraph 208 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 208.

209. Paragraph 209 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 209.

210. L'Oréal denies the allegations of Paragraph 210 of the Complaint.

211. L'Oréal denies the allegations of Paragraph 211 of the Complaint.

212. Paragraph 212 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 212.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT X**  
**Unjust Enrichment**

213. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

214. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 214 of the Complaint.

215. Paragraph 215 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 215.

216. Paragraph 216 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 216.

217. Paragraph 217 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 217.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT XI**  
**Fraud**

218. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

219. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 219 of the Complaint.

220. L'Oréal denies the allegations of Paragraph 220 of the Complaint.

221. L'Oréal denies the allegations of Paragraph 221 of the Complaint.

222. L'Oréal denies that there were any unreasonable dangers associated with use of the Amla Relaxer. L'Oréal lacks knowledge or information sufficient to admit or deny the remaining allegations in Paragraph 22 for lack of citation and, as such, denies same.

223. L'Oréal denies the allegations of Paragraph 223 of the Complaint.

224. L'Oréal denies the allegations of Paragraph 224 of the Complaint.



225. L'Oréal without sufficient knowledge to admit or deny the allegations of Paragraph 225 and, therefore, denies the same.

226. L'Oréal without sufficient knowledge to admit or deny the allegations of Paragraph 226 and, therefore, denies the same.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT XII**  
**Negligent Misrepresentation**

227. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

228. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 228 of the Complaint.

229. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 229 for lack of citation and, as such, denies same.

230. L'Oréal denies the allegations of Paragraph 230 of the Complaint.

231. L'Oréal denies the allegations of Paragraph 231 of the Complaint.

232. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 232 and, therefore, denies the same.

233. L'Oréal denies the allegations of Paragraph 233 of the Complaint.

234. Paragraph 234 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 234.

235. L'Oréal denies the allegations of Paragraph 235 of the Complaint.

236. L'Oréal denies the allegations of Paragraph 236 of the Complaint.

237. L'Oréal denies the allegations of Paragraph 237 of the Complaint.

238. L'Oréal denies the allegations of Paragraph 238 of the Complaint.

239. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 239 and, therefore, denies the same.

240. Paragraph 240 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 240.

241. L'Oréal is without sufficient knowledge to admit or deny the allegations of Paragraph 241 and, therefore, denies the same.

242. Paragraph 242 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 242.

243. Paragraph 243 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 243.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT XIII**  
**Negligence**

244. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

245. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 245 of the Complaint.

246. L'Oréal denies the allegations of Paragraph 246 of the Complaint.

247. Paragraph 247 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 247.

248. L'Oréal denies the allegations of Paragraphs 248(a)-(h) of the Complaint.

249. L'Oréal admits that it advertised, sold, marketed and distribute the Amla Relaxer, but denies the remaining allegations in Paragraph 249 of the Complaint.

250. Paragraph 250 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 250.

251. L'Oréal denies the allegations of Paragraph 251 of the Complaint.

252. L'Oréal denies the allegations of Paragraph 252 of the Complaint.

253. L'Oréal denies the allegations of Paragraph 253 of the Complaint.

254. L'Oréal denies the allegations of Paragraph 254 of the Complaint.

255. L'Oréal denies the allegations of Paragraph 255 of the Complaint.

256. L'Oréal denies the allegations of Paragraph 256 of the Complaint.

257. L'Oréal denies the allegations of Paragraph 257 of the Complaint.

258. L'Oréal denies the allegations of Paragraph 258 of the Complaint.

259. L'Oréal denies the allegations of Paragraph 259 of the Complaint.

260. L'Oréal denies the allegations of Paragraph 260 of the Complaint.

261. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 261 and, therefore, denies the same.

262. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 262 and, therefore, denies the same.

263. Paragraph 263 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 263.

264. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 264 and, therefore, denies the same.

265. Paragraph 265 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 265.

266. L'Oréal denies the allegations of Paragraph 266 of the Complaint.

267. Paragraph 267 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 267.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT XIV**  
**Strict Product Liability**

268. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

269. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 269 of the Complaint.

270. L'Oréal admits the allegations in Paragraph 270 of the Complaint.

271. L'Oréal admits the allegations in Paragraph 271 of the Complaint.

272. L'Oréal denies the allegations in Paragraph 272 of the Complaint.

273. L'Oréal denies the allegations in Paragraph 273 of the Complaint.

274. L'Oréal denies the allegations in the first two sentences of Paragraph 274 of the Complaint. L'Oréal lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 274 and, therefore, denies the same.

275. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 275 of the Complaint and, therefore, denies the same.

276. L'Oréal denies the allegations in Paragraph 276 of the Complaint.

277. L'Oréal denies the allegations in Paragraph 277 of the Complaint.

278. L'Oréal denies the allegations in Paragraph 278 of the Complaint.

279. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 279 of the Complaint and, therefore, denies the same.

280. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 280 of the Complaint and, therefore, denies the same.

281. Paragraph 281 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 281.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**COUNT XV**  
**State Consumer Laws**

282. L'Oréal repeats and realleges the Paragraphs above as if fully set forth herein.

283. The language of the Complaint speaks for itself. To the extent a further response is required, L'Oréal denies the allegations in Paragraph 283 of the Complaint.

284. Paragraph 284 of the Complaint contains conclusions of law, to which no

response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 284.

285. L'Oréal denies the allegations in Paragraph 285 of the Complaint.

286. Paragraph 286 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 286.

287. Paragraph 287 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 287.

288. Paragraph 288 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 288.

289. Paragraph 289 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 289.

290. L'Oréal denies the allegations in Paragraph 290 of the Complaint.

291. L'Oréal lacks sufficient knowledge or information to admit or deny the allegations in Paragraph 291 of the Complaint for lack of citation and, as such, denies same.

292. L'Oréal denies the allegations in Paragraph 292 of the Complaint.

293. Paragraph 293 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 293.

294. L'Oréal denies the allegations of Paragraphs 294(a)-(h) of the Complaint.

295. Paragraphs 295(a)-(h) of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 295(a)-(h).

296. Paragraphs 296(a)-(g) of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 296(a)-(g).

297. Paragraph 297 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 297.

298. The first two sentences of Paragraph 298 of the Complaint contain conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the first two sentences of Paragraph 298. L'Oréal denies the remaining allegations in Paragraph 298.

299. L'Oréal denies the allegations in the first sentence of Paragraph 299 of the Complaint. L'Oréal is without sufficient knowledge to admit or deny the allegations of the second sentence of Paragraph 280 of the Complaint and, therefore, denies the same.

300. Paragraph 300 of the Complaint contains conclusions of law, to which no response is required. To the extent a further response is required, L'Oréal denies the allegations of Paragraph 300.

301. L'Oréal denies the allegations in Paragraph 301 of the Complaint.

WHEREFORE, L'Oréal denies that Plaintiffs are entitled to the relief sought, and respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

**AFFIRMATIVE DEFENSES**

Without assuming the burden of proof where it otherwise lies, L'Oréal asserts the following Affirmative Defenses:

**FIRST AFFIRMATIVE DEFENSE**

The Complaint and its causes of action fail to state a claim for which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitation or statutes of repose.

**THIRD AFFIRMATIVE DEFENSE**

At all times relevant hereto, L'Oréal acted in good faith and/or with good cause and have not violated any rights which may be secured to Plaintiffs under any federal, state, city or local laws, rules, regulations, codes or guidelines.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the equitable doctrines of waiver, unclean hands, laches and estoppel.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs and the classes they purport to represent are not entitled to equitable relief because they have adequate remedies at law.

**SIXTH AFFIRMATIVE DEFENSE**

L'Oréal has no breached any duty owed to Plaintiffs.

**SEVENTH AFFIRMATIVE DEFENSE**



Plaintiffs lack standing to seek injunctive relief, either on their own or as representatives of any purported class.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiffs' alleged damages were not proximately caused by L'Oréal.

**NINTH AFFIRMATIVE DEFENSE**

The alleged statements challenged in the complaint were inactionable statements of opinion rather than statements of fact, and therefore constituted puffing.

**TENTH AFFIRMATIVE DEFENSE**

If any damages were sustained by Plaintiffs, which damages are expressly denied, all such damages have been caused or were brought about, in whole or in part, by Plaintiffs and persons and/or entities other than L'Oréal, without acts of L'Oréal contributing thereto.

**ELEVENTH AFFIRMATIVE DEFENSE**

Any alleged damages sustained by Plaintiffs were, at least in part, caused by of Plaintiffs.

**TWELFTH AFFIRMATIVE DEFENSE**

The damages claimed by Plaintiffs could have been mitigated with due diligence by one acting under similar circumstances. Plaintiffs' failure to mitigate is a bar to recovery.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Any injuries or damages claimed were caused, in whole or in part, by the negligence or culpable conduct of third parties over which L'Oréal have no control or right of control.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to join and include in this action all identifiable and indispensable parties without whom, in equity and fairness, this action should not proceed.

**FIFTEENTH AFFIRMATIVE DEFENSE**

The causes of action asserted against L'Oréal are precluded because the damages, if any, sustained by Plaintiffs were solely and proximately caused by superseding causes and/or by independent intervening causes outside the control of L'Oréal.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Punitive damages must be based upon a finding of intentional, malicious, reckless, and/or conscious criminal misconduct by L'Oréal. Plaintiffs cannot meet this burden. Any award of punitive damages based upon a lesser standard would be a violation of L'Oréal's rights to due process of law under and the applicable state and federal Constitutions.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

The label and instructions of the product directed that a preliminary test be made before the preparation was applied to ascertain the patron's reaction to the product. Upon information and belief, Plaintiffs did not conduct a preliminary test before applying the product. The failure to make the preliminary test was the sole proximate cause of Plaintiffs' injuries, if any, and not the result of any defect in the product.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs have not stated any cause of action that would support an award of attorneys' fees against L'Oréal.

**NINETEENTH AFFIRMATIVE DEFENSE**

Defendants assert that Plaintiffs, in disregard of the warning and caution contained on the packaging, labeling, or instructions, used the product in a manner that was not in conformance with its warnings or instructions. Plaintiffs' injuries, if any, were solely and proximately caused by their misuse of the product, and not by any defect in the product.

**TWENTIETH AFFIRMATIVE DEFENSE**

Any alleged defect or nonconformity of which the Plaintiffs complain in this matter was proximately caused by the unauthorized or unreasonable use of the goods by the Plaintiffs following sale and delivery of those goods.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Plaintiffs failed to exercise reasonable and ordinary care, caution, or prudence for their own safety. The resulting injuries and damages, if any, sustained by Plaintiffs were proximately caused and contributed to by Plaintiffs' own negligence in failing to follow product instructions or heed safety warnings.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Plaintiffs had full knowledge of the risks and nevertheless assumed them.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

The Complaint is procedurally defective and should be dismissed.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to plead their fraud-based claims with particularity, in violation of Fed. R. Civ. P. 9(b).

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims contain insufficient information to permit L'Oréal to raise all appropriate defenses, and therefore, L'Oréal reserves the right to amend and/or supplement this Answer with additional and appropriate defenses.

WHEREFORE, L'Oréal respectfully requests judgment in its favor dismissing the Complaint, awarding L'Oréal attorneys' fees and court costs, and any other remedy the Court sees fit to impose.

Dated: April 10, 2017

**GORDON & REES SCULLY MANSUKHANI LLP**  
*Attorneys for Defendants*  
*L'Oréal USA, Inc. and Soft Sheen-Carson, LLC*

By:           /s/ Peter G. Siachos            
          M.D. Scully  
          Peter G. Siachos  
          JoAnna M. Doherty

One Battery Park Plaza, 28<sup>th</sup> Floor  
New York, NY 10004  
T: 973.549.2500  
F: 973.377.1911  
E: psiachos@gordonrees.com