

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000059-267

(Class Action)
SUPERIOR COURT

M. SUSZEK

Plaintiff

-VS.-

COMBE INCORPORATED, legal person duly constituted, having its head office at 1101 Westchester Avenue, White Plains, New York, 10604, USA

and

COMBE INTERNATIONAL LTD., legal person duly constituted, having its head office at 1101 Westchester Avenue, White Plains, New York 10604, USA

and

COMBE LABORATORIES, INC., legal person duly constituted, having its head office at 200 Shellhouse Dr., Rantoul, Illinois, 61866-9711, USA

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO
APPOINT THE PLAINTIFF AS REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P and following)**

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, YOUR PLAINTIFF STATES AS FOLLOWS:

I. GENERAL PRESENTATION

A) The Action

1. The Plaintiff seeks authorization to institute a class action on behalf of the following class, of which he is a member, namely:

- All persons residing in Quebec who have purchased Just for Men Product(s) or any other group to be determined by the Court;
2. The “Just For Men Products” means any and all of the Defendants’ cosmetic hair and facial-hair colouring products sold in Canada under the “Just For Men” brand, including, but not limited to: (a) Just For Men Control GX Grey Reducing Shampoo, (b) Just For Men Mustache & Beard, (c) Just For Men Shampoo-In Colour, (d) Just For Men Easy Comb-In Colour (formerly known as AutoStop), and (e) Just For Men Touch of Grey, among others;¹
 3. The Just For Men Products were, and continue to be, falsely and/or misleadingly marketed, advertised, promoted, packaged, labelled, and/or sold as being safe and effective for their intended use, when in fact, the Just For Men Products suffer from a serious, pervasive, and dangerous design and manufacturing defect (the “Product Defect”), namely the presence of para-Phenylenediamine (“PPD”) and/or other related chemicals which render the Just For Men Products unmerchantable and unsuitable for use, and which place users at risk of serious bodily injury;
 4. Unbeknownst to consumers, PPD is a known allergen, a strong or extreme skin sensitizer, and a suspected carcinogen, which is highly toxic and possibly fatal when ingested. Use of the Just For Men Products carries a serious risk of dermatitis, eczema, blistering, burns, scarring, allergic reactions, anaphylactic shock, permanent skin depigmentation, disfigurement, hair loss, stunted hair growth, reddening and swelling, contact urticaria, and other severe medical injuries, particularly with prolonged and/or cumulative use (the “Skin Injuries and Allergic Reactions”);
 5. The Plaintiff and Class Members purchased and/or used the Just For Men Products in reliance on the Defendants’ representations that the Products were safe and effective for use as intended, including their claim of being “backed by over three decades of research” and having “delivered great results over 50 million times.” Had the Plaintiff and the Class Members known that the Just For Men Products suffered from the Product Defect, they would not have purchased and/or used them, or would not have done so without additional precautions;
 6. By reason of their actions and omissions, the Defendants induced consumers into purchasing and/or using the Just For Men Products that did not meet their reasonable safety expectations, thereby causing the Plaintiff and the members of the Class to suffer personal injury, pecuniary loss, and economic damages for which they are entitled to claim;

B) The Defendants

7. Defendant Combe Incorporated (“Combe Inc.”) is an American corporation with its principal place of business in White Plains, New York. It is the registrant and current

¹ The Defendants may discontinue offering some products and introduce new products that are also affected by the Product Defect described herein. The Plaintiff reserves the right to amend the list of products at issue as necessary.

owner of numerous Canadian trade-marks associated with the Just For Men brand, including “JUST FOR MEN” (TMA362263), “POUR HOMME SEULEMENT” (TMA383043), “JUST FOR MEN & 4 CURVES LOGO” (TMA852529), “CHAMPIONS OF FACIAL HAIR” (TMA890584), “Just For Men Restoria” (TMA1045939), and “TOUCH OF GREY” (TMA726172), among others, the whole as appears more fully from copies of the trade-mark data from the Canadian Trademarks Database, produced herein *en liasse* as **Exhibit R-1**;

8. Defendant Combe Laboratories, Inc. (“Combe Laboratories”) is an American corporation with its principal place of business in Rantoul, Illinois, the whole as appears more fully from a copy of the company profile, produced herein as **Exhibit R-2**;
9. Defendant Combe International Ltd. (“Combe International”) is an American corporation with its principal place of business in White Plains, New York, the whole as appears more fully from a copy of the company profile and from a copy of an extract of the privacy policy from the Defendants’ website, produced herein *en liasse* as **Exhibit R-3**;
10. The Defendants (collectively, “Combe” or the “Defendants”) are, and were at all relevant times, either directly or indirectly engaged in the business of designing, developing, formulating, testing, manufacturing, packaging, distributing, marketing, promoting, advertising, labelling, and/or selling the Just For Men Products throughout Canada, including within the province of Quebec;

C) The Situation

a) What is Just For Men?

11. Just For Men is the brand name for a line of cosmetic hair-colouring products designed for, and marketed to, men as grey-care products said to improve appearance by colouring grey head and facial hair. First introduced by Combe in 1987, the Defendants claim that “over 100 million men in over 60 countries have used Just For Men to enhance how they look and feel,” the whole as appears more fully from a copy of an extract of the Defendants’ website, produced herein as **Exhibit R-4**;
12. In order to capitalize on consumer demand for a trusted and safe grooming product, and to boost sales, the Defendants have trademarked and heavily promoted the slogan “Champions of Facial Hair,” including through celebrity endorsements and national marketing campaigns;
13. The Just For Men Products available to the Canadian market are: (1) Just For Men Shampoo-in Colour, (2) Just For Men Control GX Shampoo, (3) Just For Men Easy Comb-In Colour (formerly known as AutoStop), (4) Just For Men Touch of Grey, (5) Just For Men Control GX for Lighter Shades, and (6) Just For Men Control GX 2-in-1, among others, the whole as appears more fully from a copy of an extract from the Defendants’ website at www.justformen.com, produced herein as **Exhibit R-5**;

14. The Defendants do not list the ingredients of the Just For Men products online. Taken from third party sources, Just For Men Products include, among others, the following ingredients:

- a) Ethanolamine (alkalizer)
- b) *p*-Phenylenediamine (PPD)
- c) *p*-Aminophenol
- d) Resorcinol (coupler)
- e) M-Aminophenol
- f) Cetearyl Alcohol
- g) Sodium Sulfate (preservative)
- h) Erythorbic Acid (antioxidant)
- i) Trisodium EDTA (metal binder)
- j) Cetearyl Glucoside (emulsifier)
- k) Dicetyl Phosphate (emulsifier)
- l) Ceteth-10 Phosphate
- m) Cetyl Alcohol (emollient and emulsifier)
- n) Hydrogen Peroxide (oxidant)
- o) Etidronic Acid (metal binder)
- p) Disodium EDTA (metal binder)
- q) Sodium Stannate
- r) Aminomethyl propanol

The whole as appears more fully from copies of extracts from the CVS website, from a copy of the Wired article entitled “What’s Inside: ‘Just for Men’ Hair Color” dated June 23, 2008, and from a copy of the INCIDecoder article entitled “Just For Men Shampoo-In Haircolor ingredients (Explained)” dated May 13, 2020, produced herein *en l’assise* as **Exhibit R-6**;

15. Other ingredients normally included in the Just For Men standard formula do not appear in the Canadian product as they are completely prohibited by Health Canada;²

16. The Defendants have engaged in celebrity endorsement marketing campaigns for the Just For Men brand, including with former professional athletes Keith Hernandez and Clyde Frazier, the whole as appears more fully from a copy of the Drug Store News article entitled “Just For Men launches campaign with Keith Hernandez, Clyde Frazier” dated August 4, 2015, from a copy of a blog post entitled “Always Home and Uncool” dated December 2, 2010, and from a copy of an article from Consumer Affairs entitled “‘Just For Men’ Hair Dye Users Report Allergic Reactions” dated October 22, 2012, produced herein *en l’assise* as **Exhibit R-7**;

² E.g. 2,4-Diaminophenoxyethanol Sulfate and 2-Amino-4-Hydroxyethylaminoanisole Sulfate.

JUST FOR MEN 

**MUSTACHE & BEARD
MOUSTACHE ET BARBE**



**ELIMINATES GREY
FOR A THICKER
FULLER LOOK
ÉLIMINE LE GRIS
POUR UN ASPECT
PLUS DENSE ET
PLUS ABONDANT**

**3 EASY STEPS*
•MIX •BRUSH •WASH
3 ÉTAPES FACILES*
•MÉLANGER
•APPLIQUER À LA
BROSSE •LAVER**

**WORKS ON EVEN
THE COARSEST
FACIAL HAIR
AGIT MÊME SUR
LES POILS LES
PLUS RUDES
DU VISAGE**

5 / min



**MEDIUM-DARK BROWN
BRUN MOYEN FONCÉ**

MULTIPLE APPLICATION KIT/ENSEMBLE À APPLICATIONS MULTIPLES

IMPORTANT: FOLLOW SAFETY WARNINGS ON THE SIDE PANEL / IMPORTANT: RESPECTEZ LES AVERTISSEMENTS DE SÉCURITÉ SUR LE PANNEAU DE CÔTÉ

JUST FOR MEN 

**SHAMPOO-IN COLOUR
SHAMPOOING COLORANT**



**100% GREY
COVERAGE
100% EASY
COUVRE LE
GRIS À 100 %
100 % FACILE**

**INSTANTLY
ELIMINATES GREY
ÉLIMINE LE GRIS
INSTANANÉMENT**

**SHADES CALIBRATED
TO MATCH YOUR
ORIGINAL COLOUR
NUANCES CONÇUES
POUR CORRESPONDRE
À VOTRE COULEUR
ORIGINALE**

5 / min



**REAL BLACK
ULTRA NOIR**

SINGLE APPLICATION KIT/ENSEMBLE À APPLICATION UNIQUE

IMPORTANT: FOLLOW SAFETY WARNINGS ON THE SIDE PANEL / IMPORTANT: RESPECTEZ LES AVERTISSEMENTS DE SÉCURITÉ SUR LE PANNEAU DE CÔTÉ

b) The Product Defect

17. The Just For Men Products manufactured and supplied by the Defendants are defective by reason of inadequate warnings and/or instructions. The Defendants' warning labels inadequately address and caution against the potential adverse health risks associated with the use of the Just For Men Products, and even when such risks are mentioned, they are minimized and downplayed, further reducing the utility, if any, of the warnings;
18. The Defendants instruct consumers wishing to conduct an allergy "patch test" to leave the tested area of skin uncovered and undisturbed for 48 hours – including not showering, not wearing long sleeves, and not allowing the area to be rubbed or to sweat – an unreasonable and unrealistic standard which renders the so-called test unreliable and, in practice, largely ineffective;
19. The Defendants fail to warn of the true rates of adverse reaction among the general population and among certain population groups, fail to advise users of the benefit of undergoing a patch test conducted by a medical professional, and fail to provide adequate or reasonable instructions regarding the use, reliability, and limitations of the patch test included with the Just For Men Products;
20. The Defendants maintain an internal claims process to obtain liability releases from, and to compensate, consumers injured by the Just For Men Products, which the Plaintiff believes is used, at least in part, to conceal the true extent of the problems associated with the Just For Men Products and to discourage injured consumers from pursuing legal recourse. The Plaintiff is unaware of any independent clinical trials or studies performed by the Defendants relating to the safety of the Just For Men Products, despite the Defendants' duty to monitor such safety;
21. The inadequacy of the Defendants' warnings is illustrated by the product instructions themselves, the whole as appears more fully from a copy of the product instructions, produced herein *en liasse* as **Exhibit R-8**;
22. Consumers have continued to report severe allergic reactions notwithstanding these warnings, including facial swelling, blistering, and scarring, as documented in consumer complaint records and media reports, the whole as appears more fully from a copy of the Consumer Notice article entitled "Just for Men" undated and from a copy of the Healthline article entitled "Hair Dye Allergy" undated, produced herein *en liasse* as **Exhibit R-9**;
23. Health Canada restricts the use of PPD in hair dyes as provided at s. 22 of the *Cosmetic Regulations*, ([C.R.C., c. 869](#)) as well as its presence on the Cosmetic Ingredient Hotlist under "List of Ingredients that are Restricted for Use in Cosmetic Products", the whole as appears more fully from a copy of the "List of Ingredients that are Restricted for Use in Cosmetic Products" produced herein as **Exhibit R-10**;

c) The Dangers of *p*-Phenylenediamine

24. Consumers are primarily exposed to p-phenylenediamine (PPD) through its use in permanent hair dyes that rely on chemical reactions (called oxidation) to fix the colour, the whole as appears more fully from a copy of an extract from the Campaign for Safe Cosmetics website <https://www.safecosmetics.org/chemicals/p-phenylenediamine/>, produced herein as **Exhibit R-11**;
25. A copy of the EWG website page for PPD is produced herein as **Exhibit R-12**;
26. Alternative names for PPD and its various forms include para-phenylenediamine (p-phenylenediamine), p-aminoaniline, 1,4-benzenediamine, p-diaminobenzene, 1,4-diaminobenzene, 1,4-phenylene diamine, PPDA, p-phenylenediamine hydrochloride (HCl), p-phenylenediamine sulfate, and phenylenediamine base, the whole as appears more fully from a copy of the Medical News Today article entitled “What You Should Know About Hair Dye Allergies,” dated January 19, 2023 and from a copy of the Centers for Disease Control and Prevention article entitled “p-Phenylenediamine,” produced herein *en liasse* as **Exhibit R-13**;
27. PPD is a coal tar-derived chemical dye commonly used in permanent hair dyes to produce the desired colour and to achieve the permanent or semi-permanent effects of the hair-colouring process. The first patent relating to the oxidative dyeing of human hair using PPD was filed in 1883, and its use largely replaced henna as a hair-colouring ingredient. Concerns regarding allergic reactions arose shortly thereafter, with reports of dermatitis appearing as early as 1898. By 1906, PPD had been banned in Germany due to those health concerns. In addition to hair dyes, PPD has been used in textile and fur dyes, dark-coloured cosmetics, temporary tattoos, photographic developers, lithographic plates, photocopying and printing inks, black rubber, oils, greases, and gasoline. The health risks associated with the cosmetic use of PPD prompted the cosmetics industry to explore applications for the chemical beyond human hair colouring, the whole as appears more fully from a copy of the Clinics in Dermatology study entitled “Clinical and experimental aspects of allergic contact dermatitis to para-phenylenediamine” dated 2011 and from a copy of Contact Dermatitis article entitled “Contact allergy epidemics and their controls” dated 2007, produced herein *en liasse* as **Exhibit R-14**;
28. The Just For Men Products consist of two separate components: one bottle containing the PPD dye preparation and the other containing the developer/oxidizer. When combined, these components create the hair dye mixture that is applied to the hair to achieve the desired colour. The Products include instructions directing consumers to perform a preliminary “patch test” before use in order to determine whether they may have a sensitivity or allergic reaction to the Product;
29. A copy of the U.S. EPA Superfund Health Risk Technical Support Center document entitled “Provisional Peer-Reviewed Toxicity Values for p-Phenylenediamine (CASRN 106-50-3)” dated August 9, 2016, is produced herein as **Exhibit R-15**;

d) The U.S. Litigation

30. Multiple class actions have been filed in the United States alleging substantially similar allegations regarding the Just For Men Products causing serious allergic or otherwise damaging skin reactions, namely *Povich v. Combe Incorporated, et al.*, *Belton et al. v. Combe Incorporated, et al.*, and *Davis v. Combe Incorporated, et al.*, copies of said U.S. complaints are produced herein *en liasse* as **Exhibit R-16**;
31. Due to the large number of similar lawsuits pursued in the United States, the U.S. District Court for the Southern District of Illinois initiated a coordinated settlement program in 2016 under *Re: Just For Men Mass Tort Litigation* to unify the individual cases;
32. The factual allegations in the U.S. Litigation are substantially similar to those advanced in the present Application. The same conduct, the same products, the same misleading representations, and the same omissions are at issue in both jurisdictions;
33. Combe Incorporated has settled numerous personal injury claims and class actions out of court in the United States, but it did not execute a single, massive, public global settlement. Instead, the company has quietly paid out "substantial amounts" to resolve hundreds of individual product liability lawsuits and localized class actions. Because these settlements were executed through private, out-of-court agreements, the specific dollar amounts, terms, and individual payouts remain confidential and were never officially published to a central, public claim site;
34. The claims administration process applicable to the U.S. Litigation, including the plaintiff intake questionnaire used to document individual injuries and exposure history, the whole as appears more fully from a copy of the U.S. Plaintiff Intake Questionnaire, produced herein as **Exhibit R-17**;
35. On July 30, 2026, Defendant Combe Incorporated brought a Complaint against its insurers in the U.S. District Court for the Southern District of New York. Combe explicitly states that it has already exhausted its \$5 million primary liability insurance policy and its \$15 million excess policy layer to pay for personal injury settlements stemming from Just For Men facial discolouration, rashes, and chemical burns, the whole as appears more fully from a copy of the Complaint in Case 7:26-cv-06543-JGLC dated July 30, 2026, produced herein as **Exhibit R-18**;
36. The Complaint further reveals that the Insurance Program under which Combe seeks indemnification is structured in layers: a primary policy issued by Beazley providing a \$5 million limit of liability in excess of a \$2.5 million aggregate deductible; a first-layer excess policy issued by Newline Holdings UK Limited with a \$15 million limit of liability; and second-layer excess coverage of \$20 million, split equally between Castel Underwriting Agencies Ltd. and other Lloyd's syndicates ("Life Science") and Everest Indemnity Insurance Company ("Everest"), each providing a \$10 million limit of liability;

37. According to the Complaint, Combe settled with Beazley in or about December 2024 with respect to coverage for the Just For Men personal injury claims, and the Beazley policy has since been exhausted; the settlement amounts incurred by Combe are alleged to exceed the limits of both the Beazley and Newline policies, thereby implicating the second-layer excess coverage provided by Life Science and Everest;
38. The Complaint further alleges that the excess insurers have wrongly denied coverage for the Just For Men personal injury settlements, including on the basis of exclusions and limitation clauses that Combe contends do not apply, and that Combe was consequently forced to pay significant settlement amounts out of pocket; these allegations corroborate the Plaintiff's position that the Just For Men Products have caused widespread bodily injury giving rise to substantial, confirmed settlement payouts;

f) Summative Remarks

39. Through the use of misleading safety representations and material omissions, the Defendants have deliberately, or negligently, misled consumers into believing that the Just For Men Products were safe for their intended use, when in fact they suffer from the Product Defect, thereby exposing the Plaintiff and the Class Members to a serious risk of Skin Injuries and Allergic Reactions;
40. Consumers reasonably rely on accurate labelling, instructions, and marketing when making purchasing and use decisions, particularly with respect to cosmetic products applied directly to the skin and scalp. The Defendants' misrepresentations and omissions have caused consumers to suffer personal injury and economic loss, thereby violating consumer protection laws, product liability principles, and engaging in unfair business practices;
41. This class action seeks to hold the Defendants accountable for their deceptive and negligent conduct, to ensure adequate warnings and transparency in product labelling, and to ensure fair competition in the marketplace. It also seeks compensation for consumers who were injured and/or misled into purchasing and using the Just For Men Products under false pretences;
42. The advertisements and representations made by the Defendants as set out above were and are false and/or misleading. The Defendants' acts and practices, as alleged herein, constitute unfair or deceptive acts or practices, breach of the duty to warn, and negligence in the design, manufacture, and marketing of the Just For Men Products;
43. As a result of the Defendants' conduct, consumers have purchased and/or used products that are substantially different, and substantially less safe, than those that were represented;
44. The Plaintiff and Class Members were among the intended recipients of the Defendants' deceptive representations and omissions described herein. The

Defendants' misrepresentations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon it in deciding whether, and how, to purchase and use the Just For Men Products;

45. Consumers were induced into purchasing and/or using the Just For Men Products through the use of false and misleading representations and material omissions, thereby vitiating their consent and entitling them to claim, inter alia, a refund of the purchase price and compensation for the injuries sustained;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

46. Approximately a year ago; being, in the end of 2024-2025, the Plaintiff purchased Just For Men Products several times from several locations including the Jean Coutu at 405 Boulevard des Laurentides and the Walmart Supercentre at 951 Rue du Marché Central for a purchase price of approximately \$13.00 to \$15.00 per occasion;
47. The Just For Men Products that he purchased included Just For Men Mustache & Beard and Just For Men Shampoo-In Colour;
48. The Plaintiff applied the products to his scalp and to his beard;
49. Shortly after using the product, he began experiencing intense itching and irritation on his head and around his ears. At the time, he did not know what was causing these symptoms;
50. He subsequently developed noticeable redness on his scalp and behind his ears. He also experienced persistent itching, burning, and the development of blisters in the areas where the product had been applied, including his head and beard area. The reaction was uncomfortable and concerning, particularly because he had not expected the product to cause this type of irritation;
51. After some time, he stopped using the products. The itching and burning eventually stopped afterward, but the reaction was concerning and caused him significant discomfort, grief, and an unsightly appearance during the time he was using it;
52. When making his purchase and use decisions, the Plaintiff believed, based on the Defendants' marketing and product labelling, that the Just For Men Product was safe to use as intended and was free from any product defect;
53. The Plaintiff has since learned that the Just For Men Products are plagued by a serious and pervasive Product Defect, that the Defendants have been engaging in widespread misrepresentations and omissions in that regard, and that numerous individual actions and class actions for personal injury have been instituted in the United States due to this same issue;

54. Had the Plaintiff known about the Product Defect, he would not have purchased the Just For Men Products, nor would he have agreed to use them on his body;
55. The damage suffered by the Plaintiff is a direct and immediate consequence of the Defendants' conduct and their inadequate warnings and misleading representations;
56. In view of the foregoing, the Plaintiff is justified in claiming damages, together with such further damages as may be established at trial;

III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

57. Every member of the Class has purchased and/or used one or more Just For Men Products, unaware of the Product Defect, as a result of the Defendants' marketing, advertising, labelling, and representations;
58. The Class Members were, therefore, induced into error by the Defendants' inadequate, false, and/or misleading conduct;
59. Had the Defendants disclosed the truth about the Just For Men Products, i.e., that they suffer from the Product Defect, reasonable consumers would not have purchased and/or used them, and/or would certainly have taken additional precautions before doing so;
60. In consequence of the foregoing, each member of the Class is justified in claiming at least one or more of the following as damages:
 - a) The purchase price of the Just For Men Product(s), or in the alternative, a portion of the purchase price of the Just For Men Product(s);
 - b) General damages for, inter alia, personal injury, pain, suffering, disfigurement, loss of enjoyment of life, embarrassment, stress, trouble, and inconvenience, including dermatitis, eczema, blistering, burns, scarring, allergic reactions, anaphylactic shock, skin depigmentation, hair loss, inability to use shampoo and/or soap on the affected area(s), stunted hair growth, reddening and swelling, and contact urticaria;
 - c) Special damages, including past and future medical expenses, medications purchased, aesthetic purchases and procedures, and lost wages/earnings;
 - d) Punitive damages;
61. The Defendants have engaged in wrongful conduct, while at the same time obtaining substantial sums of money from Class Members under false pretences and exposing them to a serious risk of physical harm;

62. All of these damages to the Class Members are a direct and proximate result of the Defendants' conduct, their inadequate warnings, and their false and misleading representations;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

63. The Plaintiff requests authorization to institute this class action as the criteria under Article 575 C.C.P. are met:

A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings

64. The Plaintiff is not privy to the specific number of persons who purchased and/or used Just For Men Products in Canada; however, given the Defendants' claim that over 100 million men in more than 60 countries have used the Just For Men Products, it is safe to estimate that the Canadian Class numbers in the tens of thousands, if not hundreds of thousands. Nevertheless, the Defendants' sales records could establish the size of the Class to a reasonable degree of exactitude;
65. Class Members are numerous and are scattered across the entire country;
66. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts and, at the very least, is not in the interests of judicial economy. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;
67. While certain Class Members may have suffered a substantial loss, including significant personal injury, it is expected that many Class Members would nonetheless find it economically unfeasible to finance individually the litigation expenses inherent in any legal proceeding of this complexity;
68. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery and, in empowering the consumer, realizes both individual and social justice, as well as rectifies the imbalance and restores the parties to parity;
69. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgments on questions of fact and law that are similar or related to all members of the Class;
70. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them together in one action;

71. In these circumstances, a class action is the only appropriate procedure and the only viable means for all of the members of the Class to effectively pursue their respective rights and have access to justice;

B) The claims of the members of the Class raise identical, similar or related issues of law or fact

72. All Class Members have been subjected to the same defective product and the same deceptive and/or negligent practices, namely, the design, manufacture, marketing, advertising, packaging, labelling, and/or sale of the Just For Men Products without adequate warning of the Product Defect;

73. Individual issues, if any, pale by comparison to the common issues that are significant to the outcome of the litigation;

74. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, the Defendants' Product Defect and their failure to adequately warn;

75. The claims of the members raise identical, similar, or related issues of fact or law, namely:

- a) Did the Defendants engage in unfair, false, misleading, or deceptive acts or practices regarding the design, development, formulation, testing, manufacturing, packaging, distributing, marketing, advertising, representations, promotion, labelling, and/or sale of the Just For Men Products?
- b) Were the Just For Men Products defective by reason of the Product Defect, including the presence of PPD and/or other related chemicals?
- c) Did the Defendants breach their duty to adequately warn consumers of the risks associated with the Just For Men Products?
- d) Is the Defendant liable to the Class Members for reimbursement of the purchase price of the Just For Men Products as a result of its misconduct?
- e) Is the Defendant liable to the Class Members for damages arising from the Skin Injuries and Allergic Reactions caused by the Just For Men Products?
- f) Should an injunctive remedy be ordered to prevent the Defendants from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct, and to compel adequate warnings?
- g) Are the Defendants responsible to pay punitive damages to Class Members and in what amount?

76. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

77. The action that the Plaintiff wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief, and a declaratory judgment;

78. The conclusions that the Plaintiff wishes to introduce by way of an application to institute proceedings are:

GRANT the class action of the Plaintiff and each of the members of the Class;

DECLARE that the Defendants have committed unfair, false, misleading, and/or deceptive conduct, and have been negligent, with respect to the design, development, formulation, testing, manufacturing, distributing, marketing, advertising, promoting, packaging, labelling, selling, and/or representing the Just For Men Products as being safe for their intended use;

DECLARE that the Just For Men Products are, and were at all relevant times, affected by the Product Defect and unsafe for their intended use;

ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct and to provide adequate warnings regarding the Just For Men Products;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay punitive damages to each of the members of the Class, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which form part of the collective recovery, with interest and costs;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

A) The Plaintiff requests that he be designated as representative of the Class

79. The Plaintiff is a member of the Class;

80. The Plaintiff is ready and available to manage and direct the present action in the interest of the members of the Class that he wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as, to dedicate the time necessary for the present action before the Courts and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with his attorneys;
 81. The Plaintiff has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class and has no conflict of interest with other Class Members;
 82. The Plaintiff has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
 83. The Plaintiff, with the assistance of his attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;
 84. The Plaintiff has given instructions to his attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;
 85. The Plaintiff is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;
 86. The Plaintiff understands the nature of the action;
 87. The Plaintiff's interests do not conflict with the interests of other Class Members and further, the Plaintiff has no interest that is antagonistic to those of other members of the Class;
 88. The Plaintiff is prepared to be examined out-of-court on his allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
 89. The Plaintiff has spent time researching this issue and meeting with his attorneys to prepare this file. In so doing, he is convinced that the problem is widespread;
- B) The Plaintiff suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal**
90. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal, making this district an appropriate forum;
 91. The Plaintiff's attorneys practice their profession in the judicial district of Montreal;

92. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;

APPOINT the Plaintiff as representative of the persons included in the Class herein described as:

- All persons residing in Quebec who purchased and/or used one or more Just For Men Product(s), or any other group to be determined by the Court;

IDENTIFY the principal issues of fact and law to be treated collectively as the following:

- a) Did the Defendants engage in unfair, false, misleading, or deceptive acts or Did the Defendants engage in unfair, false, misleading, or deceptive acts or practices regarding the design, development, formulation, testing, manufacturing, packaging, distributing, marketing, advertising, representations, promotion, labelling, and/or sale of the Just For Men Products?
- b) Were the Just For Men Products defective by reason of the Product Defect, including the presence of PPD and/or other related chemicals?
- c) Did the Defendants breach their duty to adequately warn consumers of the risks associated with the Just For Men Products?
- d) Is the Defendant liable to the Class Members for reimbursement of the purchase price of the Just For Men Products as a result of its misconduct?
- e) Is the Defendant liable to the Class Members for damages arising from the Skin Injuries and Allergic Reactions caused by the Just For Men Products?
- f) Should an injunctive remedy be ordered to prevent the Defendants from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct, and to compel adequate warnings?
- g) Are the Defendants responsible to pay punitive damages to Class Members and in what amount?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Plaintiff and each of the members of the Class;

DECLARE that the Defendants have committed unfair, false, misleading, and/or deceptive conduct, and have been negligent, with respect to the design, development, formulation, testing, manufacturing, distributing, marketing, advertising, promoting, packaging, labelling, selling, and/or representing the Just For Men Products as being safe for their intended use;

DECLARE that the Just For Men Products are, and were at all relevant times, affected by the Product Defect and unsafe for their intended use;

ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct and to provide adequate warnings regarding the Just For Men Products;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay punitive damages to each of the members of the Class, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which form part of the collective recovery, with interest and costs;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in LA PRESSE, LE JOURNAL DE MONTREAL, THE GLOBE AND MAIL, and THE GAZETTE;

ORDER that said notice be available on the Defendants' websites, as well as its Facebook page(s) and Twitter account(s) with a link stating "Notice to Just For Men Product Purchasers";

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with costs, including all publication and dissemination fees.

Montreal, August 9, 2026

Andrea Grass

ACTIS LAW GROUP INC.

Per: Me Andrea Grass

Attorneys for the Plaintiff

ACTIS LAW GROUP INC.

500 Place d'Armes, Suite 1800

Montreal, Quebec, H2Y 2W2

Telephone: (514) 495-5249

Fax: (514) 907-0786

Email: agrass@actislaw.org