

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO:**

500-06-001044-201

**SUPERIOR COURT
(Class Action)**

SARA HIMMICHE, a person residing at the
City of Montreal, Province of Québec,
Canada,

Applicant

v.

DEVA CONCEPTS LLC, a legal person,
duly constituted under the laws of New York,
having its principal place of business at 560
Broadway Suite 206, NY 10012, United
States

Defendant

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
AND TO OBTAIN THE STATUS OF REPRESENTATIVE
(Art. 574 C.c.p.)**

**TO ONE OF THE HONOURABLE JUSTICES OF THE QUÉBEC SUPERIOR COURT,
SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE APPLICANT STATES AS
FOLLOWS:**

GENERAL PRESENTATION

1. The applicant wishes to institute a class action on behalf of the following group, of which she is a member (the "Class" or "Class Members"):

all persons in Québec who purchased or used one or more Deva Concepts, LLC DevaCurl Products for sale in Canada.

or such other class definition as may be approved by the Court.

DEFINED TERMS

1. The following definitions apply for the purpose of this application to authorize the bringing of a class action:

- a. "**CCP**" means *Code of Civil Procedure*, C-250.1;
- b. "**CCQ**" means *Civil Code of Québec*, chapter CCQ-1991;
- c. "**Class**" or "**Class Member(s)**" means all persons in Québec who purchased or used one or more Deva Concepts, LLP hair care products for sale in Canada
- d. "**CPA**" means *Consumer Protection Act*, C.Q.L.R. c. P-40.1;
- e. "**DevaCurl Products**" means Deva Concepts LLC's products which are used for personal cosmetic purposes, namely, "DevaCurl No-Poo Original" non-lathering conditioning cleanser (the "No-Poo Product"), DevaCurl One Condition® Original hair-conditioner, DevaCurl Light Defining Gel, DevaCurl Low-Poo Original cleanser, DevaCurl Low-Poo Delight cleanser, DevaCurl No-Poo Decadence cleanser, DevaCurl One Condition® Delight hair-conditioner, DevaCurl One Condition® Decadence hair-conditioner, Melt into Moisture Mask, Styling Cream, DevaCurl Leave-In Decadence conditioner, Super Stretch Coconut Curl Elongator, Wavemaker, and DevaCurl Ultra Defining Gel.

THE PARTIES

The applicant

2. The applicant, Sara Himmiche is an individual who lives in Montreal, Québec, Canada.

The Defendants

3. The defendant, Deva Concepts, LLC. ("**Deva Concepts**"), is a company incorporated under the laws of Delaware with its principle place of business in New York, New York. Deva Concepts formulates, manufactures, advertises and sells DevaCurl Products for sale in Canada.

THE FACTS

4. In 2002, Deva Concepts rose to prominence when it created and developed the formula for the DevaCurl No-Poo Original. On its website FAQ page, [devacurl.com/us/faq](https://www.devacurl.com/us/faq), Deva Concepts explains the purpose of the No-Poo product. It states:

What does "No-Poo" mean?

No-Poo = No Lather! This means that the sodium lauryl sulfate was removed from the shampoo. Years ago stylists discovered that sodium lauryl sulfate was super-harsh and that bubbles did not = clean.

DevaCurl created a botanically-infused cleanser with a specific pH level that could cleanse the scalp without stripping follicles. The result was the world's first conditioning cleanser or "No-Poo Original".

Read our "What is No-Poo" blog post for more details!
<https://www.devacurl.com/blog/what-is-no-poo/>

5. Since the creation of the No-Poo Product, Deva Concepts has formulated, manufactured, marketed and sold many accompanying products for the same purposes to consumers in Canada. For example, the blog post linked on its FAQ webpage states, in part:

Today, DevaCurl offers four cleansers: No-Poo Original, a zero lather conditioning cleanser, No-Poo Decadence an ultra-hydrating, zero-lather milk cleanser, Low-Poo Original, a mild lather cleanser that gets its bubbles from a coconut surfactant, and Low-Poo Delight a mild-lather cleanser that promises weightless moisture. Four options—all basically gifts from the hair gods, that promise to make you smell good on your next date.

6. Consumers pay a premium over the cost of traditional retail and salon shampoos for DevaCurl Products, based on the representations made by Deva Concepts.

7. However, despite Deva Concepts' promises, which have caused many curly haired consumers across Canada to purchase and use the DevaCurl Products, use of the Products cause scalp irritation, excessive shedding, hair loss, thinning, breakage and/or balding during normal use by consumers. Thousands of consumers have reported their hair falling out shortly after or during actual use of the DevaCurl Products.

8. Deva Concepts provides no warning about these consequences, and in fact makes numerous assertions about the gentle and beneficial nature of the Products. For example, on the FAQ webpage, Deva Concepts states, in part:

Since No-Poo and Low-Poo are different than traditional shampoo, what will I experience?

These sulfate-free formulas will produce little to no lather. You will need to use your fingertips to work the formula on your scalp—scrub it in and scrub it out while rinsing. Your hair will also not have a squeaky-clean feeling – which is perfect for curls because it means they are moisturized.

9. Deva Concepts conceals and fails to disclose the defective nature of its DevaCurl Products by actively misleading consumers into believing that the hair loss and shedding caused by its products is normal. For example, its blog post on <https://www.devacurl.com/blog/hair-shedding-101/> state, in part:

Sadly, shedding is more common with curly-haired gals because we don't wash or brush our hair as often as our straight hair counterparts. When we wash our hair, all of the hairs that were caught in our hair from the last time we washed it naturally comes out.

Essentially, it's normal to lose up to 100 hairs per day, so if you're only washing your hair once or twice per week, it's possible for you to see

hundreds of strands of hair come out in the shower all at once! Just reassure yourself that this is normal and almost all curly girls deal with it.

10. Deva Concepts is aware of the issues with its products but conceals and fails to disclose that the DevaCurl Products cause hair loss and shedding, by intentionally blaming other risk factors. For example, the blog post continues, stating, in part:

If you're losing more than 100 strands of hair per day, you're dealing with excessive shedding, which is also fairly common. Excessive shedding can be caused by a number of reasons including giving birth, stress, scalp buildup, dandruff, losing weight, certain illnesses, and more.

11. There have been a myriad of complaints posted on social media sites, like Facebook and Instagram. One Facebook group dedicated to spreading the word about the hair loss and scalp irritation caused by DevaCurl Products has almost 50,000 members. Searching the hashtag "RecallDevaCurl" on Instagram yields hundreds of posts from consumers who are calling for a recall.

12. On February 11, 2020, in response, Deva Concepts updated its website at <https://www.devacurl.com/us/curlcare> with "An Important Message for Our Devas".

The update stated, in part:

When some of you first raised concerns about our products, we were laser-focused on our testing as the best way to confirm their safety and quality. You can feel confident using DevaCurl because all our products have gone through rigorous testing that has confirmed **they are safe and adhere to both quality assurance and regulatory standards.**

13. Despite notice and knowledge of the problems caused by the DevaCurl Products, Deva Concepts has not recalled the Products, has not provided any warnings of

the known risks, has denied that the Products cause the reported health issues.

The new webpage also included an updated FAQ page, which stated, in part:

Should I stop using your products?

No, you can continue to use DevaCurl products with confidence as all products are safe to use.

...

Are you considering a recall?

No. Based on all the evidence we have – which includes independent testing of our products – we stand by the quality and safety of our products.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

14. The applicant Sara Himmiche is a resident of Montreal, Québec.
15. Sara Himmiche states that she has purchased and used DevaCurl Products within the relevant time period, specifically the last year, and experienced scalp irritation and hair loss after using DevaCurl Products.
16. Sara Himmiche pleads that the Defendant were negligent in the manufacture and distribution of the DevaCurl Products in contravention of Article 1457 of the CCQ.
17. Sara Himmiche pleads that the Defendant breached its Contracts with the Class Members, in contravention of art. 1458 of the CCQ.

18. Sara Himmiche pleads that the Defendant made false and misleading representations in failing to disclose the defective nature of the DevaCurl Products that she purchased and used, in contravention of, *inter alia*, section 219 of the CPA.
19. By placing its trademark on the DevaCurl Products thereby identifying the Defendant as the manufacturer and/or distributor/retailer of the DevaCurl Products, the Defendant intended to convey to consumers that the products were of high quality and were manufactured by a reputable company.
20. Sara Himmiche claims damages against the defendants for increased risk of hair loss and scalp irritation; anxiety and mental distress; refund for costs incurred to purchase the DevaCurl Products, unjust enrichment/restitution; and punitive damages.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE CLASS MEMBERS

Civil liability

21. The Defendant manufactured and/or distributed/sold DevaCurl for sale in Québec as a haircare product for use by the public. Each Class Member purchased and/or used one or more of the DevaCurl Products that were manufactured and/or distributed/sold for sale in Québec by the defendants.

22. The Defendant had a duty not to cause harm to the Class Members in their manufacture and/or distribution/sale of the DevaCurl. Specifically, the defendants owed a duty of care to the Class Members to manufacture and/or distribute/sell a product that was fit for use and free of manufacturing defects which rendered the product unsafe or dangerous for use as a haircare product.
23. As a result of the defendant's lack of diligence and prudence, in contravention of art. 1457 of the CCQ, the defendant breached its duty of care by failing to have adequate quality control procedures in place to inspect the haircare product ingredients to prevent the product from being defective.

Contractual liability

24. The applicants and every Class Member have a claim for recovery against the sellers of the DevaCurl Products under art. 1458 of the CCQ. Defendant entered into a contract with the Class Members in respect of the sale of goods (the "Contract").
25. It was an express or implied term of the Contract that the sellers would distribute a product that was free of defects, fit for the purposes intended and safe for use as a haircare product.
26. The Defendant breached the express or implied terms of the Contract, in contravention of art. 1458 of the CCQ, by failing to distribute a product that was free of defects and safe for use as a haircare product.

Breach of the CPA

27. The defendants are subject to the obligations of the *CPA*, which prohibits persons who enter into agreements or conduct transactions with consumers from engaging in prohibited practices.
28. The defendants made false and misleading representations in contravention of, *inter alia*, art. 219 of the *CPA* in failing to disclose to the Class Members that the DevaCurl Products which they purchased or used caused hair loss and scalp irritation.
29. By placing their trademark on the medication thereby identifying the Defendant as the manufacturers and/or distributors of the DevaCurl Products, the Defendant intended to convey to consumers that the DevaCurl Products were of high quality and were manufactured by a reputable company.
30. As a result of the breaches of the *CPA*, the applicants plead that the Class Members have suffered damages for the false and misleading representations made to them by the Defendant. In addition, Class Members are entitled to punitive damages pursuant to art. 272 of the *CPA*.

Damages

31. The applicant and each of the Class Members have suffered damages and loss as a result of the defendants' negligence, breach of the *CPA*, breach of the *CCQ* and unjust enrichment/restitution as particularized above.

32. The applicant pleads that she and the Class are entitled to recover damages for the following:
- (a) injuries suffered as a result of the defendants' failure in their duty not to harm others per art. 1457 of the *CCQ*;
 - (b) injuries suffered as a result of the breach of contract per art. 1458 of the *CCQ*;
 - (c) breach of art. 219 of the *CPA*
 - (d) personal injury;
 - (e) battery;
 - (f) increased risk of hair loss and scalp irritation;
 - (g) anxiety and mental distress;
 - (h) Refund for cost incurred to purchase the DevaCurl Products;
 - (i) unjust enrichment/restitution; and
 - (j) punitive damages per art. 272 of the *CPA*, and art. 1621 of the *CCQ*.
33. The Class Members have sustained a personal injury because they have used a Product that causes hair loss and scalp irritation.
34. The Class Members have experienced serious and prolonged anxiety and mental distress because, as a result of the use of the DevaCurl Products, the Class Members have experienced hair loss and scalp irritation.
35. The Class Members purchased a defective DevaCurl Product and therefore are entitled to a refund.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

36. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings, with respect to provision 575(3) of the *CCP*, for the following reasons:

- (a) Class Members are numerous and are scattered across Québec estimated to be in the thousands;
- (b) The applicant is unaware of how many persons throughout Québec had purchased and/or used one or more of the DevaCurl Products;
- (c) The names and addresses of the Class Members are not known to the applicant;
- (d) Given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendant. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded;
- (e) Further, 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;
- (f) A multitude of actions risks having contradictory judgments on questions of fact and law that are similar or related to all Class Members;
- (g) These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action; and
- (h) In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.

37. The claims of the Class Members raise identical, similar or related questions of fact or law namely:

- (a) Did the defendant owe a duty of care to the Class Members to manufacture a product free of manufacturing defects which renders the product unsafe and dangerous for use?

- (b) Did the defendant breach the duty of care, in contravention of Article 1457 of the CCQ, by failing to have adequate quality control procedures in place to inspect the DevaCurl Products to prevent them from being defective? If so, how?
 - (c) Did the Defendant enter into a contract with the Class Members?
 - (d) Was it an express or implied term of the Contract that the seller would distribute a product that was free of defects and safe for use as a haircare product?
 - (e) Did the Defendant breach the contract? If so how?
 - (f) Did the Defendant make, approve, and or authorize representations that were false or misleading pursuant to section 219 of the CPA? If so, what are the representations and how were they made to the Class Members?
 - (g) If so, are the Class Members entitled to damages pursuant to section 272 of the CPA, including for punitive damages?
 - (h) Is the defendant liable to the Class Members for unjust enrichment and liable to Class Members to make restitution?
 - (i) Can any or all of the claims be assessed on an aggregate basis?
 - (j) Is the Defendant liable for punitive damages?
38. The interests of justice weigh in favour of this application being granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

39. The action that the applicant wishes to institute for the benefit of the Class Members is an action in damages.
40. The conclusions that the applicant wishes to introduce by way of an application to institute proceedings are:

GRANT the applicant's action against the defendants;

DECLARE that the defendants are liable to the Class Members for the following:

- (i) negligence / breach of article 1457 the *CCQ*;
- (ii) breach of contract/warranty;
- (iii) breach of the *CPA*; and
- (iv) unjust enrichment/restitution.

CONDEMN the Respondents to pay the Class Members damages;

GRANT an order directing reference or giving such other directions as may be necessary to determine issues not determined at the trial of the common issues;

GRANT the class action of the applicant on behalf of all the Class Members;

ORDER collective recovery in accordance with articles 595-598 of the *CCP*;

ORDER the treatment of individual claims of each Class Member in accordance with articles 599 to 601 of the *CCP*; and

THE WHOLE with interest and additional indemnity provided for in the *CCQ* and with full costs and expenses including expert fees and notice fees and fees relating to administering the plan of distribution of the recovery in this action.

JURISDICTION

41. The applicant suggests that this class action be exercised before the Superior Court in the District of Montréal because the Class Members and defendants reside everywhere in the Province of Québec;

42. The applicant, who is requesting to obtain the status of representative will fairly and adequately protect and represent the interest of the Members of the Group for the following reasons:

- (a) She understands the nature of the action;
- (b) She is available to dedicate the time necessary for an action to collaborate with Class Members; and
- (c) Her interests are not antagonistic to those of other Class Members.

43. The present application is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the applicant's action against the defendants;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages;

ASCRIBE the applicant the status of representative of the persons included in the group herein described as:

All persons in Québec who purchased or used one or more of the DevaCurl Products for sale in Canada;

IDENTIFY the principle questions of fact and law to be treated collectively as the following:

- (a) Did the defendant owe a duty of care to the Class Members to manufacture a product free of manufacturing defects which renders the product unsafe and dangerous for use?
- (b) Did the defendant breach the duty of care, in contravention of Article 1457 of the CCQ, by failing to have adequate quality control procedures in place to inspect the DevaCurl Products to prevent them from being defective? If so, how?

- (c) Did the Defendant enter into a contract with the Class Members?
- (d) Was it an express or implied term of the Contract that the sellers would distribute a product that was free of defects and safe for use as a haircare product?
- (e) Did the Defendant breach the contract? If so how?
- (f) Did the Defendant make, approve, and or authorize representations that were false or misleading pursuant to section 219 of the *CPA*? If so, what are the representations and how were they made to the Class Members?
- (g) If so, are the Class Members entitled to damages pursuant to section 272 of the *CPA*, including for punitive damages?
- (h) Are any of the defendants liable to the Class Members for unjust enrichment and liable to Class Members to make restitution?
- (i) Can any or all of the claims be assessed on an aggregate basis?
- (j) Is the Defendant liable for punitive damages?

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

DECLARE that the defendant is liable to the Class Members for the following:

- (i) negligence / breach of article 1457 the *CCQ*;
- (ii) breach of contract/warranty;
- (iii) breach of the *CPA*; and
- (iv) unjust enrichment/restitution.

CONDEMN the defendant to pay the Class Members damages;

GRANT an order directing reference or giving such other directions as may be necessary to determine issues not determined at the trial of the common issues;

GRANT the class action of the applicant on behalf of all the Class Members;

ORDER collective recovery in accordance with articles 595-598 of the *CCP*;

ORDER the treatment of individual claims of each Class Member in accordance with articles 599 to 601 of the *CCP*; and

THE WHOLE with interest and additional indemnity provided for in the *CCQ* and with full costs and expenses including expert fees and notice fees and fees relating to administering the plan of distribution of the recovery in this action.


DECLARE that all Class Members that have not requested their exclusion from the Class in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;


ORDER the publication of a notice to the Class Members in accordance with Article 579 of the *CCP*, pursuant to a further Order of the Court, and **ORDER** Respondents to pay for said publication costs;

THE WHOLE with costs, including the costs of all publications of notices.

Montréal, February 17, 2020



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Attorneys for the Applicant

SUMMONS
(Art. 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montréal.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montréal situated at 1 Rue Notre-Dame Est, Montréal, Québec, H2Y 1R6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the case required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main

residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

Exhibit P-1: Recall

Exhibit P-2: Recall

The exhibits in support of the application are available upon request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

**NOTICE OF PRESENTATION
(Articles 146 and 574 CCP)**

TO:


DEVA CONCEPTS, LLC.
75 Spring Street, 8th Floor
New York, New York 10012
Attn: Legal

Defendant


TAKE NOTICE that Applicant's *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Québec, H2Y 1B6, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montréal, February 17, 2020



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Attorneys for the Applicant

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO:

(Class Action)
SUPERIOR COURT

SARA HIMMICHE

Applicant

v.

DEVA CONCEPTS, LLC.

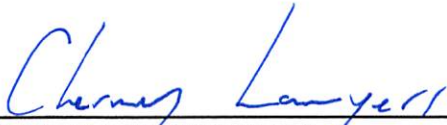
Defendant

LIST OF EXHIBITS

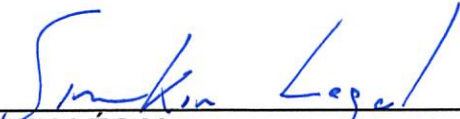
Exhibit P-1: Recall

Exhibit P-2: Recall

Montréal, February 17, 2020



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NO:

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DISTRICT OF MONTRÉAL
(Class Action)**

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DEVA CONCEPTS LLC

Defendants

**APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION AND TO OBTAIN
THE STATUS OF REPRESENTATIVE AND LIST
OF EXHIBITS P-1 TO P-2**

ORIGINAL

Nature : Class Action

Mon dossier :

0012-006

BS2828



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