

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000797-163

(Class Action)
SUPERIOR COURT

DAN ABICIDAN, domiciled at 5747 Merrimac road, Côte St-Luc, district of Montreal, Quebec, H4W 1S5

Applicant

-vs-

IKEA CANADA LIMITED PARTNERSHIP, a partnership having its head office at 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3

and

1137446 ONTARIO INC., legal person having its head office at 181 Bay Street, suite 4400, Toronto, Ontario, M5J 2T3

and

IKEA LIMITED, legal person having its head office at 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3

and

IKEA PROPERTIES LIMITED, legal person having its head office at 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3

and

INTER IKEA SYSTEMS B.V., legal person having its head office at Olof Palmestraat 1 2616 LN Delft, in the Netherlands

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO APPOINT THE
STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLE 571 AND FOLLOWING C.C.P)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE
DISTRICT OF MONTREAL, YOUR APPLICANT STATES AS FOLLOWS:**

I. GENERAL PRESENTATION

A) THE ACTION

1. Applicant wishes to institute a class action on behalf of the following group, of which he is a member, namely:

Group:

All consumers within the meaning of Quebec's *Consumer Protection Act* (hereinafter the "**CPA**"), who any time before June 28th, 2016 (the "**Class Period**"), purchased any of the Chest of Drawers recalled by IKEA Canada, including but not limited to the following models: ASKVOLL, BRIMNES, BRUSALI, BUSUNGE, HEMNES, HURDAL, IKEA PS 2012, KOPPANG, KULLEN, MALM, NORNÄS, STOCKHOLM, STUVA, SUNDVIK, TARVA, TROGEN, TRYSIL, TYSSDAL, UNDREDAL, Alesund, Alleby, Alvesta, Aneboda, Angus, Ånes, Arup, Askedal, Aspelund, Balstar, Bankeryd, Bergsmo, Bialitt, Birkeland, Blimp, Boj, Brett, Boksta, BJÖRN, BÖRKVALLA, Diktad, Edland, Elis, Engan, Eksil, Fjell, Fjord, Flaten, Fridolin, Granås, Gute, Haddal, Hajdeby, Hensvik, Herrestad, Holleby, Hovdal, Hopen, Hosteland, Kabin, Kirkenes, Knot, Kusk, Kurs, Kviby, Leksvik, Lo, Lomen, Mac, Mast, Mammut, Mandal, Meråker, Midsund, Natura, Narvik, Nordli, Nordnes, Nyvoll, Ottenby, Rakke, Ramberg, Ranvik, Rodd, Robin, Rustik, Sala, Skarnes, Sandefjord, Stranda, Sveio, Stavanger, Tassa, Tovik, Trandum, Trondheim, Varde, Vajer, Vallvik, Vestby, Vinstra, Visdalen, Vollen (hereinafter the "**Defective Chests**");

(hereinafter referred to as the "**Group**")

or any other group to be determined by the Court;

2. During the Class Period, Defendants IKEA Canada Limited Partnership, 1137446 Ontario Inc., IKEA Limited, IKEA Properties Limited, and Inter IKEA Systems B.V.

(hereinafter collectively referred to as “**IKEA**”), either directly or through a wholly-owned subsidiary, agent or affiliate, manufactured and sold furniture through its retailer locations and franchises throughout the world, including within the province of Quebec;

3. On June 28th, 2016, IKEA announced that it will only sell chests of drawers that meet the voluntary North American ASTM standard requirements on free-standing stability and issued a recall for on chests of drawers that were sold to Group members by IKEA Canada but that did not meet the ASTM standard, Applicant disclosing the notice posted on Ikea Canada’s website as **Exhibit P-1** (hereinafter the “**Recall Notice**”);
4. The Defective Chests are listed and pictured in a document issued by Defendant IKEA Canada, Petitioner disclosing **Exhibit P-2**;
5. The Defective Chests were designed with an increased risk of tip-overs (hereinafter the “**Safety Defect**”) and were responsible for at least 5 infant deaths from 2003 to 2014;
6. IKEA was thus aware of the Safety Defect in the Defective Chests since at least 2003 but it did not issue the Recall Notice until 13 years later, on June 28th, 2016;
7. It is only in the **summer of 2015**, that Defendant IKEA Canada launched its “*Secure It*” campaign to educate consumers on the best way to prevent tip-over accidents, but did not recall the Defective Chests and continued selling the Defective Chests to Group members, while failing to inform them of the serious dangers related to said chests (i.e. death and injury from tip-overs);
8. This failure is evidenced by the fact that the president Ikea USA, Lars Peterson, told NBC that the “*Secure it*” campaign was not enough, refereeing to the Defective Chests by saying: “***Please, remove them from your room***”;
9. Notwithstanding the foregoing, from the first infant death recorded in 2003 until the summer of 2015 (and even until the recall on June 28th, 2016, based on the declaration made by Lars Peterson), IKEA Canada operated in flagrant violation of section 228 of the *CPA*, by failing to mention an important fact in its representations made to Group members (i.e. of the serious risks of death/injury from tip-overs of the Defective Chests);

Latent Defects:

10. As manufactures, distributors, suppliers, wholesalers and/or importers of the Defective Chests, IKEA is bound to warrant Group members that its furniture and its accessories are, at the time of the sale, free of latent defects which render them

unfit for the use for which it was intended or which so diminish its usefulness that the buyer would not have bought it or paid so high a price if he had been aware of them;

11. According to many accounts, IKEA said it sold more than 147 million dressers in the world over the past 13 years;
12. In its Recall Notice, Exhibit P-1, IKEA admits to selling chests to Group members that contained a Safety Defect since 2002 and even before;
13. The Safety Defect in the Defective Chests is latent, sufficiently serious, existed at the time of the sale and was unknown to the Group members;
14. A reasonable buyer in the same circumstances could not have detected the Safety Defect at the time of the sale;
15. As professional sellers, IKEA is presumed to have known about the Safety Defect since the date that the Defective Chests were manufactured and sold;
16. Group members benefit from the legal presumption that the Safety Defect existed at the time of the sale, since the Defective Chests sold by IKEA to Group members have a substantially increased risk of tipping over and causing injury/death, in comparison with identical chests of the same type;
17. IKEA cannot rebut this presumption because it has admitted in the Recall Notice, Exhibit P-1, that it was recalling the Defective Chests it designed, manufactured and sold because they did not meet the North American ASTM standard requirements on free-standing stability, and not due to improper use of the Defective Chests by Group members;
18. Moreover, IKEA's claim that *"In summer 2015, IKEA Canada launched the "Secure It" campaign to educate consumers on the best way to prevent tip-over accidents and to provide tools to help them achieve that"* only underscores the fact that IKEA failed to adequately design the Defective Chests, which should have never been sold in markets such as Quebec (other furniture companies do not need to *"educate"* consumers on the best way to prevent tip-over accidents that could be caused by the furniture they sell!);
19. IKEA knew that it should have manufactured the Defective Chests so that they do not tip-over, and so that they would be fit for the purposes for which these kind of chests are ordinarily used (that is, to store clothes);
20. IKEA admits that the Defective Chests were not durable in normal use for a reasonable length of time, and this having regard to their price, the terms of the

contracts and the conditions of their use by Group members;

21. As a result of the foregoing, IKEA violated the *CPA* because the Defective Chests were not fit for the purposes for which goods of that kind are ordinarily used (i.e. for storing clothes);
22. Group members are entitled to exercise directly against IKEA a recourse based on a latent defect in the Defective Chests, because they could have never discovered the Defect by an ordinary examination of their respective chests;
23. Section 53 of the *CPA* bars IKEA from pleading that it was unaware of the Safety Defect;
24. IKEA not only put the lives of Group members and their children in danger, but the Safety Defect may actually be the cause of a number of infant deaths to date;

IKEA's failure to mention an important fact in its representations (s. 228 CPA):

25. IKEA committed prohibited business practices by its false or erroneous representations concerning the quality of the Defective Chests, as well as by its omission to divulge an important fact on concerning the safety of the Defective Chests (a chest that can tip-over with normal use is an important fact) for which it was, or should have been, aware of since at least 2003 and likely before;
26. The fact that IKEA "voluntarily" chose to execute its obligations¹ does not deprive Group members from asking this honorable Court for an award of compensatory damages, as well as punitive damages on the grounds that IKEA failed in its obligation to mention an important fact in its representations made to consumers (pursuant to section 228 and section 272 *CPA*);
27. Offering a refund to Group members who take the time (and perhaps incur the costs) to bring their Defective Chests back to an IKEA store (which are limited in number in Quebec), does not alone compensate the damages suffered by Group members kept in the dark by IKEA, who failed to mention an important fact to Group members at the time of they acquired their Defective Chests;
28. Nor does this solution offer a remedy to Group members who paid additional fees to have the Defective Chests delivered to their residence by IKEA at the time of purchase;

¹ It is important to note, however, that Group members are required to bring their Defective Chests back to a store in order to obtain a refund, which could likely discourage many Group members from doing so.

29. As a result the foregoing, Applicant and Group members are justified in claiming compensatory damages, as well as punitive damages based on several sections of the *CPA*, including but not limited to sections 37, 38, 41, 53, 228 and 272;
30. Pursuant to article 1728 *CCQ*, IKEA is bound not only to restore the price of the Defective Chests, but also to make reparation for the injury suffered by Group members under the general rules of civil law;

B) THE PARTIES

31. The Applicant is a consumer within the meaning of the *CPA*;
32. Defendant **IKEA Canada Limited Partnership** is limited partnership constituted under the *Ontario Limited Partnerships Act*, having its head office in Toronto, Ontario, as it appears from an extract of the enterprise's information statement from the enterprise register (CIDREQ), Applicant disclosing **Exhibit P-3**;
33. Defendant **1137446 Ontario Inc.** is a general partner of Defendant **IKEA Canada Limited Partnership**, with its head office in Toronto, Ontario, as it appears from Exhibit P-3;
34. Defendant **IKEA Limited** is a special partner of Defendant **IKEA Canada Limited Partnership**, with its head office in Toronto, Ontario, as it appears from Exhibit P-3;
35. Defendant **IKEA Properties Limited** is a special partner of Defendant **IKEA Canada Limited Partnership**, with its head office in Toronto, Ontario, as it appears from Exhibit P-3;
36. Defendant **Inter IKEA Systems B.V.** is a Inter IKEA Systems B.V. established under the laws of the Netherlands, is the new holding company for all IKEA-related businesses that were previously part of Inter IKEA Group. Defendant Inter IKEA Systems B.V. is the owner of the IKEA Concept and the worldwide IKEA franchisor. Inter IKEA Systems B.V. is owned by Inter IKEA Holding B.V.;
37. The Defendants are "professional sellers" within the meaning of article 1729 *CCQ*;
38. The Defendants are "merchants" within the meaning of the *CPA*, and operate an enterprise within the meaning of the *CCQ*, and their activities are governed by these legislation, among others;
39. Given the close ties between the Defendants and considering that their obligations were contracted for the operation of an enterprise, they are presumed solidarily liable for the acts and omissions of the other;

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 C.C.P.):

1) The facts alleged appear to justify the conclusions sought:

40. On **April 30th, 2015**, Applicant purchased two of the Defective Chests (one Malm model and the other the Askvoll model) as well as a Malm Glass Top, for **\$313.22**, as it Appears from **Exhibit P-4**;
41. Applicant purchased said chests at the IKEA store in Ville St-Laurent, in the district of Montreal;
42. Applicant purchased these chests because he liked their design and they were within his budget;
43. At the time of sale, Applicant was under the impression that he was purchasing a chest that was free of any production or safety issues, as well as any design, manufacturing and/or safety defects;
44. Unbeknownst to him, he overpaid for the purchase price, as the Defective Chests he purchased were both, in fact, suffering from a serious Safety Defect;
45. Applicant never heard anything about IKEA's "*Secure It*" campaign (which in any event began in the summer of 2015, after his purchase);
46. The Applicant was entitled to expect, and rightly expected, that IKEA guarantee the quality of the products it designs, markets and sells;
47. Applicant discovered the existence of the Safety Defect on June 28th, 2016, when learning from the news that IKEA issued a Recall Notice, Exhibit P-1, informing him of the Safety Defect in his chests;
48. After reading the Recall Notice Applicant immediately stopped using the chests he purchased because he has a young infant at home (and his young nephews visit often as well);
49. Consequently, Applicant not only suffered a loss of use after the recall, but also before the recall because his chests never afforded him the security it was supposed to and which he relied upon when purchasing them (IKEA admits that his chests could have tipped over at any given time);
50. Applicant has suffered ascertainable loss as a result of IKEA's omissions and/or misrepresentations associated with the Safety Defect, including, but not limited to: (i) overpayment for the chests themselves; (ii) substantially lower resale value, if any

at all (that is, if Applicant is unable to make it to IKEA to get the in-store refund); (iii) moral damages; and (iv) trouble and inconvenience;

51. Had Applicant been aware of the Safety Defect, he would have never purchased these chests (and certainly not paid such a high price);
52. Applicant's damages are a direct and proximate result of IKEA's misconduct;
53. Quebec consumer law is a matter of protective public order;
54. IKEA operates in the province of Quebec by unlawfully derogating from the *CPA* and is therefore in violation of section 228 *CPA*;
55. In consequence of the foregoing, the Applicant is justified in claiming compensatory damages, as well as punitive damages;

(i) Applicant's claim for punitive damages (art. 228 and 272 *CPA*)

56. The punitive damages provided for in section 272 *CPA* have a preventive objective, that is, to discourage the repetition of such undesirable conduct;
57. Not only did IKEA violate the *CPA* by failing to inform the Applicant of an important fact (section 228 violation), they intentionally continued selling the Defective Chests, and this despite the increase of the number of death reported to IKEA between 2003 and 2014;
58. IKEA's violations were intentional, malicious, vexatious, and dangerous;
59. IKEA demonstrated through its behavior that it was more concerned about its bottom line than about the safety of Group members and others that they share their homes with;
60. Considering the whole of IKEA's conduct at the time of and after the violations, the record shows that IKEA:
 - a) displayed ignorance and negligence well before 2002, by produced chests with a Safety Defect;
 - b) was careless by not reacting earlier to the reports of infant deaths caused by the Defective Chests;
 - c) was negligent overall with respect to its obligations and consumers' rights under the *CPA* (from the date of conception of the Defective Chests until the Recall Notice was sent on June 28th, 2016);

61. In these circumstances, Applicant's claim for punitive damages is justified;

2) The claims of the members of the Group raise identical, similar or related issues of law or fact:

62. IKEA's Defective Chests were sold around the world, including in the province of Quebec (Group members can purchase the chests online or in-store);

63. Every Group member purchased a Defective Chest;

64. In light of the foregoing, the questions of fact and law raised and the recourse sought by this Application are very similar with respect to each Group member;

65. IKEA failed to mention an important fact in its representation to all Group members (which it had knowledge of years before the 2016 Recall Notice was sent, the exact date to be determined by this honourable Court);

66. All Group members are entitled to expect that IKEA guarantee the quality of the products it designs and markets, and that IKEA inform the public of important facts concerning the chests it sells;

67. Consequently, all Group members not only overpaid IKEA when they purchased one of the Defective Chests, but were also at risk of injury;

68. By reason of IKEA's unlawful conduct, Applicant and members of the Group have suffered damages, which they may collectively claim against IKEA;

69. Each member of the Group is justified in claiming at least one or more of the following as damages:

- Diminished value of the Defective Chests in terms of an overpayment for the purchase price (alternatively, the transport costs to return the chests to an IKEA store, included gas or delivery fees);
- Lower resale value of the Defective Chests, if any at all;
- Loss of use of the Defective Chests;
- Trouble and inconvenience;
- Moral damages; and
- Punitive damages;

70. All of these damages to the Group Members are a direct and proximate result of IKEA's misconduct;
71. The claims of every Group member are founded on very similar facts to the Applicant's claim;
72. Individual questions, if any, pale by comparison to the numerous common questions that are significant to the outcome of the present Application;
73. The damages sustained by the Group members flow, in each instance, from a common nucleus of operative facts, namely, IKEA's misconduct with respect to the withholding of an important fact from Group members concerning the Defective Chests;
74. The recourses of the Group members raise identical, similar or related questions of fact or law, namely:
 - a) Do the Defective Chests suffer from Safety Defects?
 - b) Did IKEA know or should it have known about the Safety Defects, and, if so, since when?
 - c) Did IKEA negligently perform its duties to properly design, manufacture, test, distribute, deliver, supply, inspect, market, sell and/or lease non-defective chests?
 - d) Did IKEA misrepresent the Defective Chests as safe?
 - e) Did IKEA fail to adequately disclose to consumers the true defective nature of the Defective Chests?
 - f) Did IKEA fail its obligation under section 228 *CPA* to inform Group members of an important fact?
 - g) Did IKEA conceal and/or remain silent concerning an essential element of the contract (i.e. safety)?
 - h) Is IKEA responsible for all related damages (including, but not limited to: the diminished value of the Defective Chests in terms of an overpayment for the purchase price, the lower resale value of the Defective Chests, the loss of use of the chests, moral damages, costs incurred to return the Defective Chests to an IKEA store for a refund, and trouble and inconvenience to Group members as a result of the problems associated with the Defective Chests) and in what amount?

- i) Are the Group members and the Applicant entitled to a declaratory judgment stating that the Defective Chests are defective and/or not merchantable?
- j) Should an injunctive remedy be ordered to force IKEA to pick-up the Defective Chests from Group members which have not yet been returned to store, at IKEA's costs?
- k) Is IKEA responsible to pay punitive damages to class members and, if so, in what amount?

3) The composition of the group:

- 75. The composition of the Group 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;
- 76. According to IKEA, it has sold over 143 million Defective Chests to date;
- 77. The number of persons included in the Group could be in the **hundreds of thousands**;
- 78. The names and addresses of all persons included in the Group are not known to the Applicant, however, many could be obtained by IKEA;
- 79. Group members are very numerous and are dispersed across the province, across Canada and elsewhere;
- 80. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Group member to obtain mandates and to join them in one action;
- 81. In these circumstances, a class action is the only appropriate procedure for all of the members of the Group to effectively pursue their respective rights and have access to justice without overburdening the court system;

4) The class member appointed as representative plaintiff is in a position to properly represent the class members:

- 82. Applicant requests that he be appointed the status of representative plaintiff;
- 83. Applicant is a member of the Group;
- 84. Applicant was flabbergasted to learn that a company of IKEA's stature would keep its customers in the dark about important facts, such as product safety!

85. Applicant has a young child at home and was very disturbed to learn that other children died as a result of the Safety Defects;
86. Applicant feels that IKEA should be held accountable for its misconduct and is taking this action so that he and the Group members can be compensated for their damages;
87. Applicant also feels that an example should be made of how IKEA handled this situation, as to dissuade and deter other companies from acting with the same carelessness and negligence when it comes to product safety;
88. Applicant wants to lend his voice to protect the safety of other Group members and believes that the filing of this action will have the additional effect of: (i) encouraging IKEA to contact all affected Group members and perhaps offer a pick-up service in the same way that it offers a delivery service, and this, sooner rather than later; and (ii) raising awareness for other Defective Chest owners who never received the Recall Notice to begin with (Applicant knows of other Group members and is actively informing them of the Safety Defect);
89. As for identifying other Group members, the Applicant draws certain inferences from the situation, and this based on the information provided by IKEA, that more than 143 millions Defective Chests have been sold to date. Applicant realizes that by all accounts, there are is an important number of consumers that find themselves in an identical situation, and that it wouldn't be useful for him to attempt to identify them given their sheer number;
90. Applicant is ready and available to manage and direct the present action in the interest of the members of the Group 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 Group, as well as, to dedicate the time necessary for the present action and to collaborate with his attorneys;
91. Applicant 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;
92. Applicant has the capacity and interest to fairly and adequately protect and represent the interest of the members of the Group;
93. Applicant, 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 Group and to keep them informed;
94. Applicant is in good faith and has instituted this action for the sole purpose of having

his rights, as well as the rights of other Group members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of IKEA's misconduct;

95. Applicant understands the nature of the action;
96. Applicant's interests are not antagonistic to those of other members of the Group;
97. Applicant's interest and competence are such that the present class action could proceed fairly;

III. DAMAGES

98. During the Class Period IKEA has generated **billions of dollars** while intentionally choosing to ignore the law in Quebec, failing to inform Group members of an important fact and neglecting to recall Defective Chests in a timely fashion;
99. IKEA's misconduct is unconscionable and to the detriment of vulnerable Quebec consumers;
100. IKEA's misconduct is so malicious, oppressive and high-handed that it offends any sense of decency;
101. Consequently, IKEA has breached several obligations imposed on its by legislation in Quebec, including:
 - a) Quebec's *Consumer Protection Act*, including sections 37, 38, 41, 53, 215, 219 and 228, thus rendering sections 253 and/or 272 applicable;
 - b) The *Civil Code of Quebec*, including sections 1399-1401, 1407, 1726, 1728, 1729, 1730;
102. Moreover, IKEA failed in its obligation and duty to act in good faith and with honesty in their representations and in the performance of their obligations;
103. In light of the foregoing, the following damages may be claimed solidarily against the Defendants:
 - a) compensatory damages, in an amount to be determined, on account of the damages suffered; and
 - b) punitive damages, in an amount to be determined, for the breach of obligations imposed on IKEA pursuant to section 272 CPA;

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

104. The action that the Applicant wishes to institute on behalf of the members of the Group is an action in damages, injunctive relief and declaratory judgment;

105. The conclusions that the Applicant wishes to introduce by way of an Application to institute proceedings are:

GRANT Plaintiff's action against Defendants on behalf of all the members of the Group;

DECLARE that the Defective Chests are defective and/or not merchantable;

ORDER the Defendants to arrange for the pick-up of Defective Chests and assume the costs associated thereto, for Group members who have not yet returned their Defective Chests to an IKEA store;

DECLARE the Defendants solidarily liable for the damages suffered by the Applicant and each of the members of the Group;

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

CONDEMN the Defendants to pay to each of the members of the Group punitive damages, in an amount to be determined, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and the 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 forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Group members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine;

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

V. JURISDICTION

107. The Applicant suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, for the following reasons:

- a) There exists a real and substantial connection between the province of Quebec and the damages suffered by Applicant and Group members;
- b) The Applicant purchased his Defective Chests from an IKEA store in the district of Montreal;
- c) A great number of the members of the Group, including the Applicant, reside in the district of Montreal;
- d) IKEA conducts business the district of Montreal, via its franchisees and/or retail locations;
- e) The Applicant's attorneys practice their profession in the district of Montreal;

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;

APPOINT the Applicant the status of representative plaintiff of the persons included in the Group herein described as:

Group:

All consumers within the meaning of Quebec's *Consumer Protection Act* (hereinafter the "**CPA**"), who any time before June 28th, 2016 (the "**Class Period**"), purchased any of the Chest of Drawers recalled by IKEA Canada, including but not limited to the following models: ASKVOLL, BRIMNES, BRUSALI, BUSUNGE, HEMNES, HURDAL, IKEA PS 2012, KOPPANG, KULLEN, MALM, NORNÄS, STOCKHOLM, STUVA, SUNDVIK, TARVA, TROGEN, TRYSIL, TYSSedal, UNDREDAL, Alesund, Alleby, Alvesta, Aneboda, Angus, Ånes, Arup, Askedal, Aspelund, Balstar,

Bankeryd, Bergsmo, Bialitt, Birkeland, Blimp, Boj, Brett, Boksta, BJÖRN, BÖRKVALLA, Diktad, Edland, Elis, Engan, Eksil, Fjell, Fjord, Flaten, Fridolin, Granås, Gute, Haddal, Hajdeby, Hensvik, Herrestad, Holleby, Hovdal, Hopen, Hosteland, Kabin, Kirkenes, Knot, Kusk, Kurs, Kviby, Leksvik, Lo, Lomen, Mac, Mast, Mammut, Mandal, Meråker, Midsund, Natura, Narvik, Nordli, Nordnes, Nyvoll, Ottenby, Rakke, Ramberg, Ranvik, Rodd, Robin, Rustik, Sala, Skarnes, Sandefjord, Stranda, Sveio, Stavanger, Tassa, Tovik, Trandum, Trondheim, Varde, Vajer, Vallvik, Vestby, Vinstra, Visdalen, Vollen (hereinafter the “**Defective Chests**”);

(hereinafter referred to as the “**Group**”)

or any other group to be determined by the Court;

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

- a) Do the Defective Chests suffer from Safety Defects?
- b) Did IKEA know or should it have known about the Safety Defects, and, if so, since when?
- c) Did IKEA negligently perform its duties to properly design, manufacture, test, distribute, deliver, supply, inspect, market, sell and/or lease non-defective chests?
- d) Did IKEA misrepresent the Defective Chests as safe?
- e) Did IKEA fail to adequately disclose to consumers the true defective nature of the Defective Chests?
- f) Did IKEA fail its obligation under section 228 CPA to inform Group members of an important fact?
- g) Did IKEA conceal and/or remain silent concerning an essential element of the contract (i.e. safety)?
- h) Is IKEA responsible for all related damages (including, but not limited to: the diminished value of the Defective Chests in terms of an overpayment for the purchase price, the lower resale value of the Defective Chests, the loss of use of the chests, moral damages, costs incurred to return the Defective Chests to an IKEA store for a refund,

and trouble and inconvenience to Group members as a result of the problems associated with the Defective Chests) and in what amount?

- i) Are the Group members and the Applicant entitled to a declaratory judgment stating that the Defective Chests are defective and/or not merchantable?
- j) Should an injunctive remedy be ordered to force IKEA to pick-up the Defective Chests from Group members which have not yet been returned to store, at IKEA's costs?
- k) Is IKEA responsible to pay punitive damages to class members and, if so, in what amount?

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

GRANT Plaintiff's action against Defendants on behalf of all the members of the Group;

DECLARE that the Defective Chests are defective and/or not merchantable;

ORDER the Defendants to arrange for the pick-up of Defective Chests and assume the costs associated thereto, for Group members who have not yet returned their Defective Chests to an IKEA store;

DECLARE the Defendants solidarily liable for the damages suffered by the Applicant and each of the members of the Group;

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

CONDEMN the Defendants to pay to each of the members of the Group punitive damages, in an amount to be determined, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and the 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 forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Group members be the object of

collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine;

DECLARE that all members of the Group that have not requested their exclusion, be bound by any judgement 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 members, date upon which the members of the Group that have not exercised their means of exclusion will be bound by any judgement 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 judgement to be rendered herein in the "News" sections of the Saturday editions of LA PRESSE and the MONTREAL GAZETTE;

ORDER that said notice be published on the Defendants' various websites, Facebook pages and Twitter accounts, in a conspicuous place, with a link stating "Notice to Quebec Residents who purchased a Chest of Drawers";

ORDER the Defendants to send an Abbreviated Notice by e-mail to each Group member, to their last known e-mail address, with the subject line "Notice of a Class Action";

RENDER any other order that this Honourable Court shall determine;

THE WHOLE with costs including publications fees.

Montreal, June 28th, 2016

SIMON & ASSOCIÉS
Attorneys for Applicant

SUMMONS
(ARTICLES 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 Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, 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 cases 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

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

Exhibit P-1: Recall Notice posted on IKEA's website on June 28th, 2016;

Exhibit P-2: List of Defective Chests titled "Chest of Drawers" sent by IKEA;

Exhibit P-3: Copy of an extract of the enterprise's information statement from the enterprise register (CIDREQ) for IKEA Canada Limited Partnership;

Exhibit P-4: Copy of Applicant's proof of purchase from IKEA on April 30th, 2015;

These exhibits are available on 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.

Montreal, June 28th, 2016

SIMON & ASSOCIÉS
Attorneys for Applicant

NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 N.C.P.C.)

TO: IKEA Canada Limited Partnership

181 Bay Street, Suite 4400,
Toronto, Ontario, M5J 2T3

1137446 Ontario Inc.

181 Bay Street, Suite 4400,
Toronto, Ontario, M5J 2T3

IKEA Limited

181 Bay Street, Suite 4400,
Toronto, Ontario, M5J 2T3

IKEA Properties Limited

181 Bay Street, Suite 4400,
Toronto, Ontario, M5J 2T3

IKEA Inter Systems B.V.

Olof Palmestraat 1
2616 LN Delft, Netherlands

Defendants

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

GOVERN YOURSELVES ACCORDINGLY.

Montreal, June 28th, 2016

SIMON & ASSOCIÉS
Attorneys for Applicant