

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000989-190

(Class Action)
SUPERIOR COURT

GERTRUDE GILLICH, [REDACTED]
[REDACTED]

Applicant

-vs-

[...]

MERCEDES-BENZ WEST ISLAND, legal person having an establishment at 4525 Saint-Jean boulevard, Dollard-Des-Ormeaux, District of Montreal, Province of Quebec, H9H 2A7

[...]

and

SCI LEASE CORP., legal person having a principal establishment at 715 Dubois Street, Saint-Eustache, District of Terrebonne, Province of Quebec, J7P 3W1

[...]

Defendants

**AMENDED APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF**
(ARTICLES 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

1. This class action seeks the reimbursement of the amounts that Class members disbursed to exercise their conventional option to purchase their vehicles at the end of their lease (commonly referred to as a “**buyback**”) that were not precisely indicated in the contract, in violation of sections 12 and 228 of Quebec’s *Consumer Protection Act* (the “**CPA**”), as well as punitive damages for the exploitation of consumers;
2. Applicant is a consumer as defined in the CPA;
3. Defendants Mercedes-Benz West Island (“**MBWI**”) and SCI Lease Corp (“**SCI**”) are merchants within the meaning of the CPA and carry on, notably, in the business of leasing and selling vehicles, as it appears from extracts of the Quebec enterprise’s information statements from the enterprise register (CIDREQ), Applicant disclosing them as Exhibit P-3 for MBWI and Exhibit P-5 for SCI Lease Corp;

[...]

4. During the class period the Defendants never disclosed in their respective motor vehicle lease agreements that consumers must pay an administrative fee if they wish to exercise their conventional option to purchase their vehicles, nor did they disclose the amount of such a fee, nor that such a fee was discretionary and variable, all of which are flagrant violations of sections 12 and 228 CPA;
- 4.1 Given that an agreement has been reached with SCI (who lease out vehicle makes Alfa Romeo, Chrysler, Dodge, Fiat, Jeep and Ram) the present Amended Application focuses on the Applicant’s direct cause of action against MBWI;
5. It is worth emphasizing that other leasing companies (not named as Defendants herein) do specifically provide for and disclose the fees that consumers must pay in order to exercise their option to purchase upon lease termination. These companies include:
 - i) Volkswagen Credit Canada expressly discloses a \$500.00 “*purchase option fee*” in their motor vehicle lease agreements (including in leases for Audis and Volkswagens);
 - ii) Nissan Canada Inc. specifies that a “*Vehicle Purchase Fee*” of \$100 will be charged to consumers wishing to exercise their option to purchase;
 - iii) BMW Financial Services and Mini Financial Services specify that a “*Retailer administration fee of \$999*” applies when exercising the option to purchase;
6. [...]
7. It is safe for Applicant to assume that Class members have lost hundreds of

thousands of dollars due to MBWI's failure and omission to disclose the fees that are eventually charged to consumers who wish to exercise their option to purchase their vehicles at the end of the lease;

8. Consequently, Applicant wishes to institute a class action on behalf of the following class of which she is a member, namely:

Class:

All consumers who [...], since March 14, 2016, paid to Mercedes-Benz West Island or SCI Lease Corp a fee to exercise their option to purchase their vehicle ("buyback") at the end of their lease which was not disclosed in their lease;

Tous les consommateurs [...] qui, depuis le 14 mars 2016, ont payé soit à Mercedes-Benz West Island ou à SCI Lease Corp des frais pour exercer leur option d'achat (« rachat ») de leur véhicule à la fin de la location qui n'étaient pas divulgués dans leur contrat de location;

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

or any other Class to be determined by the Court;

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

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT

Applicant's Claim against MBWI under ss. 12 and 228 CPA

9. Applicant leased a Mercedes-Benz C300 4MATIC Sedan from [...] Mercedes-Benz Canada Inc. and Mercedes-Benz Financial Services Canada Corporation (hereinafter collectively referred to as "**Mercedes**"), Applicant disclosing her lease and assumption documents *en liasse* as **Exhibit P-13**;
10. On or around November 24, 2017, Applicant assumed the lease from the initial lessee. The initial lease began on November 16, 2015 and was for a fixed term of 39 months as it appears from Exhibit P-13;
11. Applicant's final payment under the terms of her lease was due on January 16, 2019 and the lease would terminate 30 days later;
12. At the beginning of January 2019 (prior to January 14), Applicant and her husband spoke to several representatives of Defendant Mercedes-Benz West Island, who, at that point, were still trying to convince Applicant and her husband

to lease a new vehicle from them;

13. On January 14, 2019, Applicant and her husband contacted April Best at Mercedes-Benz West Island and indicated that they have decided to exercise their option to purchase the vehicle (provided for at clause 9 of the lease, Exhibit P-13). Ms. Best acknowledged the Applicant's request and scheduled an appointment with the service department for January 31, 2019, to determine if the vehicle was eligible for an extended warranty;
14. Clause 9 of Applicant's lease (Exhibit P-13, at page 4 of 15), provides as follows:

9. CONVENTIONAL OPTION TO PURCHASE. Lessee will have the option to purchase the vehicle at the scheduled termination of this Lease for the Estimated End of Term Residual Value being **\$ 32,092.20** which amount is a genuine pre-estimate of the fair market value of the vehicle at that time, if Lessee is not in default under this Lease and has paid Lessor all charges then due. Lessee must notify Lessor no later than thirty days prior to the end of the Lease if Lessee wants to purchase the vehicle. Upon payment in cash of the purchase option price, plus any other amounts due under this Lease, plus all applicable taxes and fees (including fees payable to obtain any certificate of fitness or like certificate), the right of ownership to the vehicle will be transferred to Lessee.

15. Applicant contacted her local dealership (i.e. Mercedes-Benz West Island – whose address 4525 boul. Saint-Jean is listed under “LESSOR” Mercedes-Benz Canada Inc. at the top of the first page of the lease, Exhibit P-13) to exercise this option to purchase [...];
16. On January 22, 2019, Julie Naud, Financial Services manager at Mercedes-Benz West Island sent an email to Applicant and attached what she referred to in the email as a “lease buyout financing quote”, Applicant disclosing the email thread as **Exhibit P-14** and the attachment showing the “MBC Lease buyout fee” as **Exhibit P-15**;
17. The Applicant and her husband replied to Ms. Naud's email within 2 hours asking the following (see Exhibit P-14 at the top of page 6):

Can you give me an explanation of the DEALER OPTIONS AND CHARGES? The total is \$3,731.99 **and I don't see any mention of this in the lease agreement.** Please let me know.

[our emphasis in bold].

18. Indeed, the dealer Mercedes-Benz West Island – acting as an agent of Mercedes

in performing its obligations under the lease so that Applicant can exercise her right to purchase the vehicle provided for by Mercedes – was now imposing a fee never before disclosed to Applicant in the amount of \$595.00 plus taxes to exercise her option to purchase the vehicle at the end of the lease;

19. By email dated January 23, 2019 (Exhibit P-14 at page 5), Ms. Naud agreed to remove the [...] “optional” fee for “wheel locks” and sent Applicant an updated “lease buyout financing quote”, which still imposed a \$595.00 plus taxes “MBC Lease buyout fee”, Applicant disclosing the updated quote as **Exhibit P-16**:

I apologize, the wheel locks charge should not have been there, it goes on automatically when a quote is processed in the system and I am suppose (*sic*) to remove it manually which I did not. Here is attached, your new buyout quote. **The lease buyout fee of \$595 + tax is a standard fee charged upon lease buyout for administration** and processing documentation, government lien release paperwork. All manufacturers have a buyout fee.

[our emphasis in bold].

20. [...] Ms. Naud [...] claimed that the lease buyout fee of \$595 “*is a standard fee*” and that “*All manufacturers have a buyout fee*”, which is false, misleading and irrelevant when the buyback fee is not indicated in the contract;
21. On January 24, 2019, Applicant and her husband replied to Ms. Naud as follows (see Exhibit P-14, at the top of page 5):

Thank you, this clarifies your earlier quote but still does not answer the question of where the buyout fee appears in the lease document or any of the documents we signed when we took over the lease from Tammy Smith. You can understand that **from the client’s perspective this is just another surprise charge and whether or not other manufacturers have a charge it beside the point.**

22. On January 25, 2019, Ms. Naud replied by admitting that MBWI has been violating ss. 12 and 228 CPA for at least 13 years (Exhibit P-14 at page 4):

... As for the lease buyout fee, **it does not state the price in your lease contract**, Mercedes-Benz dealerships throughout Canada all charge between \$500 and \$1095 for lease buyout transaction from my experience. **I have been here for 13 years now and our buyout fee has always been \$595.**

[our emphasis in bold].

23. On January 25, 2019, realizing that they had no other choice but to pay the illegal

fee that was being imposed on them, Applicant and her husband agreed to exercise their option to purchase and pay the \$595.00 plus taxes, but nonetheless mentioned the following to Ms. Naud by email (Exhibit P-14 at p. 3):

... As far as the lease buyout fee I have to tell you that from the client's perspective it should definitely have been disclosed and given the number of forms that were signed when the original lease was put in place as well as when the lease transfer was processed there were plenty of opportunities for disclosure.

24. On February 15, 2019, Applicant exercised her option to purchase and paid the "MBC Lease buyout fee" of \$595.00 plus tax, as it appears from copies of the two (2) bank drafts and documents disclosed *en liasse* as **Exhibit P-17**;

25. [...];

26. [...];

27. Under section 12 CPA, MBWI [...] was not allowed to charge a buyback fee to the Applicant because the lease does not mention either the existence of the fee nor the [...] amount thereof:

12 CPA. *No costs may be claimed from a consumer unless the amount thereof is precisely indicated in the contract.*

28. Section 228 CPA provides that Mercedes must mention all important facts, which it failed to do as well:

216 CPA. *For the purposes of this title, representation includes an affirmation, a behaviour or an omission.*

...

228 CPA. *No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer.*

29. Quebec consumer protection is of public order and ss. 261 and 262 CPA protect a consumer who contracts with a merchant operating in violation of the CPA:

261. No person may derogate from this Act by private agreement.

262. No consumer may waive the rights granted to him by this Act unless otherwise provided herein.

30. Therefore, the Applicant did not "waive" any rights by paying the fee and is entitled to request a reimbursement of the amount paid pursuant to s. 272 CPA;

31. Applicant has suffered ascertainable damages of \$595.00 plus taxes (\$684.10) as a direct and proximate result of MBWI's violation of ss. 12 and 228 CPA;
32. As a result of the foregoing, the Applicant is justified in claiming, for herself and on behalf of Class members, compensatory damages, as well as punitive damages based on repeated violations of ss. 12 and 228 CPA (pursuant to section 272);
33. Applicant is accordingly entitled to claim and does hereby claim from MBWI [...] the aggregate of the sums paid on account of amounts charged to exercise the option to purchase a vehicle that were never disclosed in the lease by all Class members;

Applicant's claim for punitive damages

34. [...];
35. [...];
36. Applicant and her husband pleaded with MBWI not to charge them a buyback fee and even took the time to reach out to Mercedes-Benz Canada headquarters to inquire about the illegal fee, Applicant disclosing the email dated February 24, 2019 sent to the email address cs.can@cac.mercedes-benz.com, which is the one published on the Mercedes-Benz Canada's website for customer service (<https://www.mercedes-benz.ca/en/contact-us/overview>), Applicant disclosing her email and screen capture of the website *en liasse* as **Exhibit P-18**;
37. Mercedes never responded to or even acknowledged Applicant's email of February 24, 2019;
38. Additionally, MBWI is charging 6 times (or 600%) more than Nissan Canada for the exact same service, confirming the abusive and lesionary nature of its fee (recall that Nissan discloses a \$100 "*Vehicle Purchase Fee*" in their lease agreements);
39. Not only is the fee paid by Applicant illegal because it was never disclosed in the lease, but it is also an abusive fee because it grossly exceeds the \$100.00 price at which similar services are readily available Nissan Canada Inc., for instance;
40. MBWI's overall conduct before, during and after the violation, was lax, careless, passive and ignorant with respect to consumers' rights and to its own obligations;
41. In this case, the Applicant gave MBWI ample opportunity to "waive" the fee and comply with the CPA, but MBWI was relentless and insisted on charging her, knowing full well that Applicant had no other way to exercise her option to purchase the vehicle;
42. MBWI continues to breach consumer protection legislation without any

explanation, for a significant period (for at least “13 years” according to Ms. Naud in Exhibit P-14);

43. This complete disregard for consumers’ rights and to its own obligations under the CPA is in and of itself an important reason for this Court to enforce measures that will punish MBWI [...], as well as deter and dissuade others from engaging in similar reprehensible conduct to the detriment of consumers;
44. The reality is that MBWI has likely generated notable revenues over the years by charging this fee, without disclosing its existence or its amount to Class members beforehand;
45. Punitive damages have a preventive objective, that is, to discourage the repetition of such undesirable conduct;
46. MBWI’s violations are unconscionable, intentional, calculated, malicious and vexatious;
47. Applicant is accordingly entitled to claim and does hereby claim on behalf of Class members from MBWI [...] the sum of **\$100.00** per Class member on account of punitive damages;
48. Section 272 CPA allows the Applicant to claim punitive damages and the foregoing amount of punitive damages is appropriate in the circumstance;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

49. All Class members have a common interest both in proving a violation of ss. 12 and 228 CPA by MBWI and in maximizing the aggregate of the amounts unlawfully charged to them by the MBWI;
50. [...];
51. To meet her burden of demonstration with respect to SCI Lease Corp - at this stage of the proceedings - Applicant discloses **Exhibit P-20** and refers the Court to clauses 7 and 20 thereof. With respect to MBWI, Applicant reiterates Exhibit P-14 (at page 4) and Exhibits P-13 (clause 9) and Exhibit P-17, confirming that the claims of the class raise identical issues of law and fact;

[...]

52. For clarity, Applicant alleges that Class members [...] not only never received disclosure of the precise amount of the administrative and optional fees to purchase their vehicle at the end of the lease, but were also in fact required to pay an amount (sometimes as high as **\$1000 plus taxes**) that was imposed on them in order to exercise their option to purchase at the end of the lease;

53. Class members therefore include consumers in Quebec and across Canada who paid any administrative fee when exercising their option to purchase a vehicle that was never mentioned in their lease, including the “optional” fee for “wheel locks” that MBWI charged Class members (see Exhibit P-15 that shows the MBWI tried charging the Applicant \$186.99 plus tax on account of “el locks” and Exhibit P-14 (page 5) where MBWI writes “I apologize, the wheel locks charge should not have been there, it goes on automatically when a quote is processed in the system and I am suppose to remove it manually which I did not”);

53.1 The Applicant consents in advance to MBWI filing all lease buyout documents for all Class Members completed during the Class period in order for this Honourable to have an exact picture of what optional fees MBWI charged during the Class Period that were not disclosed in the lease;

54. [...];

55. [...];

56. [...];

[...]

57. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether MBWI violates ss. 12 and 228 CPA and whether Class members can claim damages;

58. The claims of every Class member are founded on very similar facts to the Applicant’s claim, regardless of which type of optional fee MBWI charged them when they exercised their buyback option at the end of their lease [...];

59. Every Class member was charged an administrative fee and/or option fees to purchase their vehicle at the end of their lease that was not expressly provided for in the contract;

60. By reason of the MBWI’s unlawful conduct, Applicant and every Class member have suffered damages, which they may collectively claim against MBWI;

61. In taking the foregoing into account, all Class members are justified in claiming the sums which they unlawfully paid to MBWI to exercise their option to purchase at the end of their lease, as well as punitive damages;

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

- Reimbursement of the whole of the administrative fees charged for exercising the option to purchase that was not disclosed in the lease (which can be as high as \$1000 plus taxes); and

- Punitive damages in the amount of \$100.00 each.
63. All of the damages to the Class members are a direct and proximate result of the MBWI's misconduct;
 64. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
 65. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
 - a) Do Defendants violate sections 12 or 228 CPA and, if so, are Class members entitled to compensation and in what amount?
 - b) Are the Class members entitled to punitive damages and if so, what amount must Defendants pay?

C) THE COMPOSITION OF THE CLASS

66. 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;
67. The Class is conservatively estimated to include hundreds of consumers across Quebec and Canada;
68. The names and addresses of all persons included in the Class are not known to the Applicant, however, the Defendants are in possession of all of them;
69. Class members are very numerous and are dispersed across the province, across Canada and elsewhere;
70. 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;
71. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and to have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

72. Applicant requests that she be appointed the status of representative plaintiffs for the following main reasons:
 - a) she is a member of the Class and has a personal interest in seeking the

conclusions that she proposes herein;

- b) she is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
- c) her interests are not antagonistic to those of other Class Members;

73. Additionally, Applicant respectfully add that:

- a) she has time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
- b) she mandated her attorney to file the present application for the sole purpose of having her 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 Defendants' illegal and abusive behavior and so that the Defendants can be held accountable for their misconduct;
- c) she cooperates and will continue to fully cooperate with her attorney, who has experience in consumer protection-related class actions;
- d) she understands the nature of the action;

74. As for identifying other Class members, Applicant draws certain inferences from the situation and realizes that by all accounts, there is a very important number of Class members that find themselves in an identical situation, and that it would not be any more useful for her to attempt to identify them given their sheer number (especially considering the declarations made by MBWI at Exhibit P-14);

75. For the above reasons, Applicant respectfully submits that her interest and competence are such that the present class action could proceed fairly and in the best interest of Class Members;

III. DAMAGES

76. During the Class Period, the Defendants have likely notable revenues while intentionally choosing to ignore the law in Quebec;

77. Defendants must be held accountable for their illegal practice and violation of consumer protection legislation in Quebec, including:

- a) Quebec's *Consumer Protection Act*, notably ss. 12, 228 and 272;

78. In light of the foregoing, the following damages may be claimed against Defendants:

- a) compensatory damages in the amount of the aggregate of the

administrative fees charged to exercise the option to purchase that were never disclosed, plus interest, and

- b) punitive damages, in the amount of \$100.00 per Class member, for the breach of obligations imposed on Defendants pursuant to section 272 CPA;

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

- 79. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages;
- 80. The conclusions that the Applicant wishes to introduce by way of an originating application are:

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

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class members;

DECLARE that the administrative fees imposed on and paid by Class members for exercising their option to purchase a vehicle at the end of the lease are not precisely indicated in the contract, in violation of sections 12 and 228 of the *CPA*;

CONDEMN the Defendants to pay the Representative Plaintiff and Class members compensatory damages for the aggregate of the amounts charged when exercising their option to purchase when these amounts were not disclosed in the lease;

ORDER the collective recovery of all damages owed to the Class members for the amounts charged;

CONDEMN the Defendants to pay to each Class member the sum of \$100.00 on account of punitive damages, 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 Class 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 at all levels, including the cost of all exhibits, 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;

V. JURISDICTION

81. The Applicant suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal because she is a consumer and has her domicile and residence in the judicial district of Montreal;
82. The interests of justice favour that this Application be granted in accordance with its conclusions.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

AUTHORIZE the bringing of a class action in the form of an originating application in damages;

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

Class:

All consumers who [...], since March 14, 2016, paid to Mercedes-Benz West Island or SCI Lease Corp a fee to exercise their option to purchase their vehicle ("buyback") at the end of their lease which was not disclosed in their lease;

Tous les consommateurs [...] qui, depuis le 14 mars 2016, ont payé soit à Mercedes-Benz West Island ou à SCI Lease Corp des frais pour exercer leur option d'achat (« rachat ») de leur véhicule à la fin de la location qui n'étaient pas divulgués dans leur contrat de location;

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

or any other Class to be determined by the Court;

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

- a) Do Defendants violate sections 12 or 228 CPA and, if so, are Class members entitled to compensation and in what amount?
- b) Are the Class members entitled to punitive damages and if so, what amount must Defendants pay?

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

following:

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

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class members;

DECLARE that the administrative fees imposed on and paid by Class members for exercising their option to purchase a vehicle at the end of the lease are not precisely indicated in the contract, in violation of sections 12 and 228 of the CPA;

CONDEMN the Defendants to pay the Representative Plaintiff and Class members compensatory damages for the aggregate of the amounts charged when exercising their option to purchase when these amounts were not disclosed in the lease;

ORDER the collective recovery of all damages owed to the Class members for the amounts charged;

CONDEMN the Defendants to pay to each Class member the sum of \$100.00 on account of punitive damages, 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 Class 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 at all levels, including the cost of all exhibits, 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 Class 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 Class 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 Class 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 Le Journal de Montréal and the MONTREAL GAZETTE;

ORDER that said notice be published on the Defendants' websites, Facebook pages and Twitter accounts, in a conspicuous place, with a link stating "Notice of a Class Action";

ORDER the Defendants to send a Notice by regular mail to each Class Member, to their last known physical address, with the subject line "Notice of a Class Action";

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

ORDER the Defendant and its representatives to supply class counsel, within thirty (30) days of the judgment rendered herein, all lists in their possession or under their control permitting to identify Class members, including their names, addresses, phone numbers and email addresses;

RENDER any other order that this Honourable Court shall determine;

THE WHOLE with costs including publication fees.

Montreal, December 20, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Me Joey Zukran

Attorney for Applicant

500-06-000989-190

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

GERTRUDE GILLICH

Applicant

-VS.-

MERCEDES-BENZ WEST ISLAND
ET AL.

Defendants

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

ORIGINAL

Me Joey Zukran
LPC AVOCAT INC.
Avocats • Attorneys
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572 • Fax: (514) 221-4441
Email: zukran@lpclex.com

BL 6059

N/D: JZ-195
