

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001026-190

SHAY ABICIDAN

Applicant

-vs-

TURO INC., legal person having its head office at 116 New Montgomery Street, suite 700, San Francisco, California, 94105, United States of America

Defendant

**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:**

I. GENERAL PRESENTATION

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

Class:

Every consumer, pursuant to the terms of Quebec's *Consumer Protection Act*, who, since November 4th, 2016, while located in the province of Quebec, made a booking for anywhere in the world using Turo's website or mobile application and who paid a price higher than the price initially advertised by Turo at the first step (excluding the QST or the GST);

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

or any other Class to be determined by the Court;

2. In its Bulletin titled “*The Deceptive Marketing Practices Digest*”, of June 10th, 2015, the Competition Bureau refers to a common problem in digital commerce to which consumers fall prey, known as “*drip-pricing*”, Applicant disclosing **Exhibit P-1**:

Another growing problem in the digital economy is the tendency of some advertisers to trumpet a very appealing price for a product, while concealing the true total cost. In one common technique, referred to as “*drip-pricing*”, advertisers offer an attractive price for a good or service, but consumers who respond to the representation discover that unexpected additional costs are added to the prominently advertised price. The true total cost may only be revealed after the consumer has initially responded to the advertisement. [...]

There is a significant body of research that shows that hiding or obscuring costs significantly affects consumers’ ability to make well informed decisions, and has a negative impact on the proper functioning of the marketplace. The international consumer protection community, through the Committee on Consumer Policy of the Organization for Economic Cooperation and Development (OECD), has identified similar concerns.

3. In Quebec, article 224 CPA stipulates the following:

224. No merchant, manufacturer or advertiser may, by any means whatever,

[...]

(c) charge, for goods or services, a higher price than that advertised.

For the purposes of subparagraph c of the first paragraph, the price advertised must include the total amount the consumer must pay for the goods or services. However, the price advertised need not include the Québec sales tax or the Goods and Services Tax. More emphasis must be put on the price advertised than on the amounts of which the price is made up.

4. Therefore, merchants cannot display or advertise fragmented prices, whether in an advertisement in a print or electronic media outlet, or on an informational or transactional website, and then add charges that were until then unknown, without violating paragraph (c) of section 224 of the CPA;
5. During the Class Period, Defendant Turo Inc. (hereinafter “**Turo**”) violates

paragraph (c) of section 224 of the *CPA* and section 54 of the *Competition Act*, by unlawfully charging Class members a higher price than the one it advertises or displays at the first step on both the Turo website (www.turo.com) and mobile application;

6. This class action seeks the reimbursement of the amounts that the Class members disbursed to obtain their vehicle bookings that were not included in the advertised price at the first step (excluding the GST, QST and the duties chargeable under any federal or provincial Act where, under that Act, such duties must be charged directly to the consumer to be remitted to a public authority, as well as optional charges);

II. THE PARTIES

7. The Applicant is a consumer within the meaning of the *CPA*;
8. Defendant Turo Inc. is a Delaware corporation carrying on in the industry of “Car and truck rental services”. It is headquartered in San Francisco, California, in the United States of America, the whole as appears from an extract of the CIDREQ disclosed herewith as **Exhibit P-2**;
9. Turo operates the www.turo.com website and the Turo mobile application, as it appears from Turo’s Terms of Service disclosed herewith as **Exhibit P-3**;
10. Turo has often been referred to in the media as “*the Airbnb of cars*”;
11. Although not physically located in Quebec, Turo’s online presence enables it to enter into distance contracts with consumers and thus carry on business in the province of Quebec;
12. As a result of this online presence, Turo generates substantial revenues from acting as digital brokers in the renting of road vehicles in Quebec and around the world;
13. Turo is a merchant within the meaning of the *CPA* and its activities are governed by this legislation, among others;

III. 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:

(i) Applicant’s Claim against Turo for violations of 224 (c) CPA and 54 of the Competition Act:

14. The circumstances leading up to Applicant contracting with Turo to reserve a car for his personal needs are detailed in the following paragraphs;

15. Applicant is a father of five children and his family has one vehicle (a minivan) which his wife mostly drives during the day (Applicant does not bring the minivan with him to work);
16. Applicant's wife is expecting a baby on November 6, 2019 and Applicant wanted to have a vehicle with him at work in case his wife went into labor during the day;
17. Using the Turo mobile application, Applicant was looking for a vehicle at an affordable price and found a 2017 Mazda 3 being advertised by Turo for \$43.00 per day, as it appears from screen captures of his purchase process disclosed herewith as **Exhibit P-4**;
18. On October 16, 2019, while in Montreal, Applicant decided to rent a vehicle on Turo from October 29, 2019 to November 1st, 2019, as it appears from his email booking confirmation disclosed herewith as **Exhibit P-5**;
19. Applicant reserved the 2017 Mazda 3 for three (3) days and was charged by Turo a total amount of \$174.13 (Exhibits P-4 and P-5);
20. The amount of \$174.13 includes the Quebec sales tax of \$1.83;
21. It is important to emphasize that the entire amount of \$174.13 was paid directly to "Turo Inc.", as it appears from the charge to Applicant's Visa credit card disclosed herewith **Exhibit P-6**;
22. Exhibit P-4 shows that at the second step of the purchase process Turo charged an additional "trip fee" of \$6.10/day, which Turo did not advertise or display at the first step;
23. Since the "trip fee" of \$18.30 ($\6.10×3) was a mandatory fee and not optional, Turo should have factored it into the price it advertised at the first step;
24. We note that a \$25.00 "delivery fee" was also charged at the second step, however this was an optional fee (and not mandatory like the "trip fee") because the Applicant had the option to pick up the vehicle at no charge (but chose to have it delivered for a fee);
25. Turo thus unlawfully charged Applicant \$18.30 more than the price of \$43/day that it advertised at the first step ($\$174.13 - \$129.00 - \$25.00 - \$1.83 = \$18.30$);
26. The "trip fee" accounts for 14.18% more than the price of \$129.00 advertised by Turo at the first step (being $\$43.00 \times 3$ days);
27. When a consumer clicks on the question mark next to the "trip fee", Turo describes this fee in a pop-up box as follows, Applicant disclosing **Exhibit P-7**:

"This fee helps us run the platform and provide services like 24/7 customer support to you"

28. By charging the Applicant (and all consumers) in the way described in the preceding paragraphs, Turo violates paragraph c of section 224 CPA and section 54 of the *Competition Act*;
29. Applicant has suffered ascertainable loss as a result of Turo misconduct and failure to comply with the law, notably the overpayment in the amount of \$18.30;
30. Applicant's damages are a direct and proximate result of Turo's misconduct;
31. A sufficient nexus exists between the lower price advertised by Turo at the first step and the 2017 Mazda 3 reserved. By advertising its vehicles at a lower price at the first step, Turo is capable of influencing a consumer's behavior with respect to the formation of the contract;
32. Notwithstanding the paragraph above, given that the *CPA* creates a prohibition on advertising an incomplete or fragmented price, the issue of whether there was a violation of 224 c) must be addressed objectively, and there is no reason to assess whether the Applicant and Class members understood the various elements of the actual price or even whether they were misled. It is thus irrelevant to consider whether a consumer, even a credulous and inexperienced one, would have understood that the actual price for a vehicle on Turo was the one posted at the last step by Turo;

(ii) Applicant's claim for punitive damages (ss. 224 c) and 272 CPA)

33. Turo entices Class members to contract with them by advertising vehicles for prices that in reality are approximately 14.18% less than what they will ultimately charge Class members;
34. There is no doubt that Turo does this intentionally because it could easily show an "all-in" price at the first step;
35. Turo's overall conduct before and during the violation is lax, careless, passive and ignorant with respect to consumers' rights and to their own obligations;
36. Turo's disregard for consumers' rights and to their own obligations under the *CPA* is in and of itself an important reason for this Court to enforce measures that will punish Turo, as well as deter and dissuade other entities – both local and foreign - from engaging in similar reprehensible conduct to the detriment of Quebec consumers;
37. Even if Turo modifies its practice after the filing of the present application, Applicant is still justified in claiming punitive damages for a breach of the *CPA*;
38. The punitive damages provided for in section 272 *CPA* have a preventive objective, that is to discourage the repetition of such undesirable conduct (and not to give a free pass to merchants who comply with the law only once they get

caught off-side);

39. In these circumstances, Applicant's claim for \$100.00 per Class member for punitive damages against Turo is justified;
40. Turo's patrimonial situation is so significant that 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:

41. By reason of Turo's unlawful conduct, the Applicant and Class members have suffered a prejudice, which they wish to claim, every time Class members completed a transaction on Turo's desktop website or mobile application for a price above the one advertised at the first step;
42. The violations by Turo on its mobile application are demonstrated in Exhibit P-4;
43. To demonstrate that the same violations occur on Turo's website (www.turo.com) during the Class Period, Applicant discloses herewith *en liasse* screen captures of the purchase process on Turo's website as of November 2nd, 2019, as **Exhibit P-8**;
44. As it appears from Exhibit P-8, at the first step Turo advertises a 2010 Mazda 3 for \$27 per day (a 14-day reservation is chosen for this example). At the second step, Turo still advertises the same car at \$27 per day (but mentions a discount of \$4 per week). It is only at the third and final step that Turo now adds its "trip fee" of \$4.16 per day that it did not disclose at the first or second steps, and where it now advertises the same vehicle at a price of \$30.89 per day instead of the \$27.00 per day that it advertised at steps 1 and 2;
45. Based on the example in Exhibit P-8, the most Turo could have charged for a 14-day rental for the 2010 Mazda 3 advertised for \$27 per day at the first and second step is \$378.00 (14 days x \$27/day) plus what Turo calls the "Quebec Sales Tax" of \$5.81 for a total of \$383.81. However, Turo unlawfully charged \$438.26 (that is \$54.45 - or 14.18% - more on account of "trip fees" added at the last step);
46. As such, all Class members have a common interest both in proving the commission of a prohibited business practice (the violation of paragraph c of s. 224 CPA and s. 54 of the *Competition Act* in the present case) by Turo and in maximizing the aggregate of the amounts unlawfully charged to them by Turo;
47. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether the Turo initially advertised one price at the first step and then charged another;
48. Every member of the Class saw the lower price advertised by Turo at Step 1

(whether on the desktop website or on the mobile app), but were charged a higher price by Turo on account of the “trip fee” at the last step;

49. By reason of Turo’s unlawful conduct, Applicant and members of the Class have suffered damages, which they may collectively claim against Turo (as well as punitive damages pursuant to section 272 *CPA*);
50. Every member of the Class has objectively suffered damages equivalent to the amounts that the members disbursed to obtain their bookings that were not included in the advertised price at the first step;
51. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class;
52. All of the damages to the Class members are a direct and proximate result of Turo’s misconduct;
53. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
54. The damages sustained by the Class members flow, in each instance, from a common nucleus of operative facts, namely, Turo’s concealment of the “trip fee” from Step 1 of the purchase process and then charging a higher price at the last step;
55. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
 - a) Is Turo violating paragraph 224(c) of the *CPA* or s. 54 of the *Competition Act*?
 - b) If so, are the Class members entitled to claim the following amounts from Turo:
 - i. The reimbursement of the amounts that the members disbursed to obtain their bookings that were not included in the price advertised at the first step (excluding the GST, QST and the duties chargeable under any federal or provincial Act where, under that Act, such duties must be charged directly to the consumer to be remitted to a public authority, as well as optional charges)?
 - ii. The amount of \$100 in punitive damages?
 - iii. The interest and additional indemnity set out in the *Civil Code of Québec* on the above amounts, from the date of service of the Application for authorization?
 - c) Should an injunctive remedy be ordered to prohibit Turo from continuing to

perpetrate the unfair, deceitful and illegal practice?

C) THE COMPOSITION OF THE CLASS

56. 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;
57. In the “About Us” section of its website, Turo boasts that it is: “*A pioneer of the sharing economy and travel industry, Turo is a safe, supportive community over 10 million strong with more than 350,000 vehicles listed and over 850 unique makes and models*”, Applicant disclosing **Exhibit P-9**;
58. In the province of Quebec alone, there appears to be thousands of vehicles listed (this figure does not account for Quebec consumers who, while physically located in the province of Quebec, book vehicles for their trips out of the province/country);
59. According to an article published on April 19, 2018 titled “*Turo Celebrates Two Years in Canada with 350,000 Users*”, Turo’s Canadian Director stated that “*Toronto and Montreal are the clear leaders, and in just two years of growth, it shows the potential of our model*”. The article reports that in 2018 the city of Montreal alone had 60,000 members and 1,000 cars to choose from, the whole as it appears from a copy of the article disclosed herewith as **Exhibit P-10**;
60. Based on this data, the number of persons included in the Class is modestly estimated in tens of thousands during the Class Period;
61. The names and addresses of all persons included in the Class are not known to the Applicant, however, are in the possession of Turo since an email address must be provided in order to make a booking on Turo;
62. Class members are very numerous and are dispersed across the province, across Canada and elsewhere;
63. 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;
64. 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 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

65. Applicant requests that he be appointed the status of representative plaintiff for

the following main reasons:

- a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
- b) He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
- c) His interests are not antagonistic to those of other Class members;

66. Additionally, Applicant respectfully adds that:

- a) He contacted and mandated his attorneys to file the present application for the sole purpose of having his rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of Turo's fault and so that Turo can be held accountable;
- b) He has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
- c) He cooperates and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions;
- d) He has read this Application prior to its court filing and reviewed the exhibits in support thereof;
- e) He understands the nature of the action;

IV. DAMAGES

67. During the Class Period, it appears that Turo has generated aggregate amounts in the millions of dollars while intentionally choosing to ignore the law in Quebec;

68. Turo must be held accountable for the breach of obligations imposed on it by consumer protection legislation in Quebec and Canada, including:

- a) Quebec's *Consumer Protection Act*, notably paragraph c of section 224 *CPA*; and
- b) The *Competition Act*, sections 36 and 54;

69. In light of the foregoing, the following damages may be claimed against Turo:

- a) compensatory damages, in an amount to be determined, on account of the damages suffered; and
- b) punitive damages, in an amount \$100.00 per Class member, for the breach of obligations imposed on Turo pursuant to section 272 *CPA*;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

70. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages, with injunctive relief;
71. The conclusions that the Applicant wishes to introduce by way of an originating application are:

ALLOW the class action of the Plaintiff and the members of the Class against the Defendant;

ORDER the Defendant to cease charging consumers a higher price than which it advertises at the first step;

CONDEMN the Defendant to pay the Plaintiff and each Class member the amounts that they disbursed to make their booking that were not included in the price advertised at the first step (excluding Quebec sales tax ("QST"), the Canada Goods and Services Tax ("GST"), the duties that Turo must charge directly to consumers under any federal or provincial Act to be remitted to a public authority, and the price of the options);

ORDER that the above condemnation be subject to collective recovery;

CONDEMN Defendant to pay Plaintiff and each of the member of the Class the amount of \$100.00, subject to adjustment, in punitive damages and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendant 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 and **ORDER** that this condemnation be subject to collective recovery;

ORDER the Defendant 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 Defendant to bear the costs of the present action including the cost of 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;

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

VI. JURISDICTION

73. The Applicant suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because he is a consumer and resides in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

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

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

Class:

Every consumer, pursuant to the terms of Quebec's *Consumer Protection Act*, who, since November 4th, 2016, while located in the province of Quebec, made a booking for anywhere in the world using Turo's website or mobile application and who paid a price higher than the price initially advertised by Turo at the first step (excluding the QST or the GST);

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) Is Turo violating paragraph 224(c) of the *CPA* or s. 54 of the *Competition Act*?
- b) If so, are the Class members entitled to claim the following amounts from Turo:
 - i. The reimbursement of the amounts that the members disbursed to obtain their bookings that were not included in the price advertised at the first step (excluding the GST, QST and the duties chargeable under any federal or provincial Act where, under that Act, such duties must be charged directly to the consumer to be remitted to a public authority, as well as optional charges)?
 - ii. The amount of \$100 in punitive damages?
 - iii. The interest and additional indemnity set out in the *Civil Code of Québec* on the above amounts, from the date of service of the Application for authorization?

- c) Should an injunctive remedy be ordered to prohibit Turo from continuing to perpetrate the unfair, deceitful and illegal practice?

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

ALLOW the class action of the Plaintiff and the members of the Class against the Defendant;

ORDER the Defendant to cease charging consumers a higher price than which it advertises at the first step;

CONDEMN the Defendant to pay the Plaintiff and each Class member the amounts that they disbursed to make their booking that were not included in the price advertised at the first step (excluding Quebec sales tax ("QST"), the Canada Goods and Services Tax ("GST"), the duties that Turo must charge directly to consumers under any federal or provincial Act to be remitted to a public authority, and the price of the options);

ORDER that the above condemnation be subject to collective recovery;

CONDEMN Defendant to pay Plaintiff and each of the member of the Class the amount of \$100.00, subject to adjustment, in punitive damages and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendant 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 and **ORDER** that this condemnation be subject to collective recovery;

ORDER the Defendant 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 Defendant to bear the costs of the present action including the cost of 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 the Journal de Montréal and the Montreal Gazette;

ORDER that said notice be published on the Defendant’s website, Facebook page and Twitter account, in a conspicuous place, with a link stating “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 their 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, November 4, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

Attorney for the Applicant

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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:** Copy of the Competition Bureau's Bulletin titled "*The Deceptive Marketing Practices Digest*", dated June 10th, 2015;
- Exhibit P-2:** Extract of the CIDREQ for Turo;
- Exhibit P-3:** Copy of Turo's Terms of Service;
- Exhibit P-4:** *En liasse*, screen captures of the Applicant's booking process on the Turo mobile application;
- Exhibit P-5:** Copy of Applicant's email booking confirmation dated October 16, 2019;
- Exhibit P-6:** Copy of Applicant's Visa credit card showing a charge of \$174.13 by Turo Inc.;
- Exhibit P-7:** Screen captures of the "trip fee" pop-up description from Turo's website;

- Exhibit P-8:** *En liasse*, screen captures of the booking process on Turo's desktop website;
- Exhibit P-9:** Copy of the "About us" section of Turo's website;
- Exhibit P-10:** Copy of article dated April 19, 2018 titled "*Turo Celebrates Two Years in Canada with 350,000 Users*".

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, November 4, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

Attorney for the Applicant

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

TO: TURO INC.
116 New Montgomery Street, suite 700
San Francisco, California, 94105
United States of America

Defendant

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, November 4, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

Attorney for the Applicant

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-vs.-

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ORIGINAL

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BL 6059

N/D: JZ-205
