

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

(Class Actions)  
SUPERIOR COURT

NO: 500-06-001354-253

ELBAZ, domiciled at

Applicant

v.

**U-HAUL CO. (CANADA) LTÉE.**, legal person  
having an establishment at 3850 Jean-Talon  
Street West, City and District of Montreal,  
Province of Quebec, H3R 2G8

Defendant

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION**  
(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, THE APPLICANT STATES:**

1. Applicant brings this action in order to address a serious public safety concern before it is too late;
2. Applicant seeks authorization to institute a class action on behalf:

<b>Class:</b>	<b>Groupe :</b>
All natural and legal persons in Quebec who rented a vehicle from U-Haul with a gross vehicle weight rating of less than 4,500 kg and that was not equipped with winter tires during any of the following dates: <ul style="list-style-type: none"><li>• December 1, 2024 to March 15, 2025;</li><li>• December 1, 2023 to March 15, 2024;</li><li>• December 1, 2022 to March 15, 2023;</li><li>• December 1, 2021 to March 15, 2022.</li></ul>	Toutes les personnes physiques et morales au Québec qui ont loué un véhicule de U-Haul dont le poids nominal brut est inférieur à 4 500 kg et qui n'était pas muni de pneus d'hiver à l'une des dates suivantes : <ul style="list-style-type: none"><li>• 1<sup>er</sup> décembre 2024 au 15 mars 2025;</li><li>• 1<sup>er</sup> décembre 2023 au 15 mars 2024;</li><li>• 1<sup>er</sup> décembre 2022 au 15 mars 2023;</li><li>• 1<sup>er</sup> décembre 2021 au 15 mars 2022.</li></ul>

## I. THE PARTIES

3. Applicant resides in the judicial district of Montreal and is a consumer within the meaning of the Civil Code and the *Consumer Protection Act* (“CPA”);
4. The Defendant U-Haul Co. (Canada) Ltée (hereinafter “U-Haul”) is a registered business engaging in “*Services de location d’automobiles et de camions*”, as it appears from the extract of the Quebec Enterprise Register, **Exhibit P-1**;
5. U-Haul is a “*merchant*” within the meaning of the Civil Code and the CPA and its activities are governed by these legislation, among others;

## II. THE ISSUE

6. Section 440.1 al. 1 of the *Highway Safety Code*, C-24.2, stipulates:

<p><b>440.1.</b> Between 1 December and 15 March, the owner of a motorized road vehicle registered in Québec, except a heavy vehicle, tool vehicle or farm machine, may not put the vehicle into operation <b>unless it is equipped with tires specifically designed for winter driving</b>, in compliance with the standards prescribed by government regulation. <b>The prohibition also applies to any person renting out such a vehicle regardless of where it is registered.</b></p>	<p><b>440.1</b> Au cours de la période du 1<sup>er</sup> décembre au 15 mars, le propriétaire d’un véhicule routier motorisé immatriculé au Québec, autre qu’un véhicule lourd, un véhicule-outil ou une machine agricole, ne peut mettre en circulation ce véhicule, <b>à moins qu’il ne soit muni de pneus conçus spécifiquement pour la conduite hivernale</b> selon les normes prévues par règlement du gouvernement. <b>Cette interdiction s’applique également à quiconque offre en location au Québec un tel véhicule sans égard à son lieu d’immatriculation.</b></p>
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7. Section 2(3)(a) of the *Act respecting owners, operators and drivers of heavy vehicles*, P-30.3, defines “heavy vehicle” as “a road vehicle or combination of road vehicles, within the meaning of the *Highway Safety Code*, having a gross vehicle weight rating or gross combination weight rating of **4,500 kg or more**;
8. During the dates listed in the Class period, U-Haul rented out its vehicles (with a gross vehicle weight (“GVW”) rating of less than 4,500 kg) to Class members without winter tires as required by law, failing to inform them of this important fact and putting them in danger, in violation of the Quebec *Charter*;
9. U-Haul’s conduct is intentional as it put profits before public safety, and this with complete disregard to the laws in Quebec;
10. The spokesperson for the *Ministère des Transports et de la Mobilité durable* (MTMD) recently declared that U-Haul does not benefit from any exception to the law – regardless of where they plate their vehicles – Applicant disclosing **Exhibit P-2**:

« U-Haul n'a pas de pneus d'hiver: leurs trucks sont plaqués aux states... [...] z'ont le droit, donc, de louer des trucks dangereux. [sic]», écrivait notamment Éliane Bonin en 2021.

Or, contrairement à la croyance populaire, **c'est illégal, confirme le ministère des Transports et de la Mobilité durable (MTMD).**

Même s'il est immatriculé hors du Québec, un véhicule routier offert en location dans la province est dans l'obligation d'avoir des pneus d'hiver s'il a un poids nominal brut de moins de 4500 kg, affirme la porte-parole Émilie Lord.

Chez U-Haul, cela inclut au moins les camionnettes, les fourgonnettes et les camions cubes de 10 pieds, selon les fiches techniques de la compagnie.

**« Aucune exemption ne concerne U-Haul pour des véhicules immatriculés en Arizona »,** souligne Mme Lord. »

11. To further demonstrate that U-Haul's illegal conduct was intentional, Applicant refers to an article published in La Presse on March 13, 2024, titled "*Camions loués sans pneus d'hiver « J'ai eu la peur de ma vie »*", in which U-Haul spokesperson, Jeff Lockridge, is quoted as follows, **Exhibit P-3**:

L'entreprise ne compte d'ailleurs pas modifier ses politiques en la matière. « Le règlement ne s'applique pas aux remorques ni aux véhicules lourds. Nos gros camions fourgons entrent dans la catégorie des véhicules lourds », précise en ce sens son porte-parole Jeff Lockridge, par courriel.

Le porte-parole assure toutefois que pour le reste, « toutes les camionnettes et fourgonnettes U-Haul opérant au Québec sont équipées de pneus d'hiver qui répondent aux normes provinciales ».

Ces pneus demeurent normalement en place « tout au long de l'année comme mesure de sécurité supplémentaire pour nos clients », ajoute le relationniste.

12. However, and as alleged below, Mr. Lockridge's statement on behalf of U-Haul that "*toutes les camionnettes et fourgonnettes U-Haul opérant au Québec sont équipées de pneus d'hiver qui répondent aux normes provinciales*" is false and intentionally misleading (as alleged below, the manager at the U-Haul location on Jean-Talon told the Applicant that U-Haul's management instructed their employees to systematically advise customers that the 10 foot moving van they rent out in Quebec is not required to have winter tires because it does not have a Quebec license plate, which is against the law);

13. To demonstrate the systemic nature of U-Haul's misrepresentation on this point, Applicant refers to the article published in the Journal de Montréal on January 8, 2025, titled "« Ça aurait pu être grave » : des camions U-Haul sans pneus d'hiver », which demonstrates that U-Haul representatives admitted to Class members that their vehicles are not equipped with winter tires (Exhibit P-2):

« Quand je suis allé reporter le camion chez U-Haul, **les employés disaient aux clients que les camions cubes et les fourgonnettes n'avaient pas de pneus d'hiver. Ça ne fait aucun sens avec les hivers qu'on a au Québec** ».

14. This time, Mr. Lockridge changed his tune and admitted that certain vehicles rented out by U-Haul "should" be equipped with winter tires (Exhibit P-2):

« Questionné à ce sujet, le porte-parole de U-Haul International Jeff Lockridge a affirmé que tous leurs fourgonnettes, camionnettes et camions cubes plus légers qui desservent la province « **devraient** » être équipés de pneus d'hiver. »

15. In reality, U-Haul's vehicles with a gross vehicle weight rating of less than 4,500 kg (9920.802 lbs), such as the 10-foot truck/van (camion cube) rented by Applicant and the cargo vans (fourgonnettes) are not equipped with winter tires during the dates listed in the Class definition, in violation of the law;

### **III. CONDITIONS REQUIRED TO AUTHORIZE A CLASS ACTION (S. 575 C.C.P.):**

#### **A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:**

16. On December 5, 2024, Applicant rented a 10-foot van from the U-Haul location situated at 3850 Jean-Talon Street West, in Montreal, as it appears from his receipt totaling \$228.86 communicated as **Exhibit P-4**;
17. As it appears from his receipt (Exhibit P-4), the Applicant rented a U-Haul model "TM", which, according to the U-Haul Equipment Designations document is the "10-foot moving van (Empty weight 5,790 lbs, GVW 8,600 lbs max)", Applicant communicating **Exhibit P-5**:

#### **TM—10-foot moving van:**



**Empty weight 5,790 lbs  
GVW 8,600 lbs max**

18. According to this document (Exhibit P-5), as well as the description appearing on U-Haul's website (**Exhibit P-6**), the gross vehicle weight rating for this van is 8,600 lbs (which is less than 4,500 kg or 9920.802 lbs and must therefore be equipped with winter tires);
19. Applicant rented this 10-foot van and took possession of it on December 5, 2024 in order to move some of his wife's items from Jean Talon/Victoria to de Courtrai;
20. Applicant intended to return the van that same night. However, due to a defective lock that he purchased from U-Haul (the key did not work and his van was locked in), he could not complete the move on December 5 (this also damaged his wife's hair products since the aerosol spray cans lost their gas because of the cold, causing losses of approximately \$120.00);
21. After resolving the issue with the lock at the location on Jean-Talon on December 6, Applicant continued with the second part of the move on Saturday, December 7, 2024;
22. That evening, the U-Haul van got stuck in a slope in front of the building on Bourret Avenue, with Applicant and his wife inside;
23. Applicant tried to get the van out, but the wheels just kept on spinning and he could not get it out. It was at that time that Applicant realized that the van was not equipped with winter tires (he looked and noticed that the tires on his van had worn out traction on the center part of each tire);
24. To finally get out, Applicant roped up the van with a tow rope and anchored it to his Volvo SUV. He then left the vehicle parked until Monday (December 9, 2024). He wanted to bring back the van on Monday, but it was stuck in ice and could not get out. On Tuesday night (December 10, 2024), after there was salt on the roads and milder weather, Applicant was able bring back the van to the U-Haul location on Jean-Talon;
25. To his dismay, the manager at the U-Haul location on Jean-Talon admitted to him that she was well aware of the problems with these tires and that the U-Haul employees themselves have a very hard time maneuvering these vehicles in the yard. However, despite his request, she refused to provide him with a refund telling him that the van he rented was not plated in Quebec and that it therefore was not required to be equipped with winter tires – which Applicant now knows is both false and illegal;
26. Applicant communicates a picture he took of the tires on the 10-foot U-Haul van as **Exhibit P-7**;
27. U-Haul is a publicly traded company (NYSE: UHAL) with a market cap of more than \$12 billion USD;
28. Given that he was renting a vehicle from U-Haul, a very large and well-known

company, Applicant never even fathomed that U-Haul would rent him a vehicle that would not conform with the law in Quebec, put his life (and the life of others) in danger, and also put him at risk of receiving a statement of offence for failing to drive with winter tires between December 1, 2024 and March 15, 2025;

29. On December 12, 2024 (two days after returning the vehicle) Applicant once again asked the U-Haul representative to refund him on the basis that he would have never rented a van from U-Haul had he known it was not equipped with winter tires, and because renting him a van without winter tires was illegal and dangerous;
30. The U-Haul representative refused any form of refund or compensation and reiterated – falsely – that it was legal and normal for U-Haul to rent vans (including vans weighing less than 4,500 kg) that were not equipped with winter tires;
31. There is no doubt that U-Haul’s conduct is illegal and in breach of its obligations under the *Civil Code of Quebec*, the *Quebec Charter* and the CPA;
32. Indeed, this is precisely what the spokesperson for the *Ministère des Transports et de la Mobilité durable* confirmed (Exhibit P-2):

« Or, contrairement à la croyance populaire, **c’est illégal**, confirme le ministère des Transports et de la Mobilité durable (MTMD).

Même s’il est immatriculé hors du Québec, un véhicule routier offert en location dans la province est dans l’obligation d’avoir des pneus d’hiver **s’il a un poids nominal brut de moins de 4500 kg**, affirme la porte-parole Émilie Lord. »

33. Applicant hereby claims, on his behalf and on behalf of all Class members, compensatory and punitive damages in amounts to be determined on the merits;

## **B) THE COMMON QUESTIONS**

34. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
  - a) Does U-Haul have an obligation to install winter tires on the vehicles they rent to Class members with a gross vehicle weight rating of less than 4,500 kg?
  - b) Did U-Haul rent vehicles with a gross vehicle weight rating of less than 4,500 kg to Class members that were not equipped with winter tires between December 1 and March 15 (from 2021 to 2025)?
  - c) Did U-Haul unlawfully and intentionally interfere with the Class

members' rights to personal security protected under the Quebec *Charter*?

- d) Did U-Haul act in bad faith?
- e) Are Class members entitled to damages, including compensatory or punitive damages, and in what amounts?

### **C) THE COMPOSITION OF THE CLASS**

- 35. 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;
- 36. The size of the Class is conservatively estimated to include thousands of members;
- 37. The names and addresses of all persons included in the Class are not known to the Applicant, however, all are in the possession of U-Haul;
- 38. 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;
- 39. 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) ADEQUATE REPRESENTATIVE**

- 40. The Applicant request to 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 she proposes herein;
  - b) he 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) his interests are not antagonistic to those of other Class members;
- 41. Additionally, the Applicant respectfully adds that:
  - a) he mandated his attorneys to file the present application for the main purpose of having his rights, as well as the rights of the other members, recognized and protected so that they can receive an adequate compensation according to the law;
  - b) he is determined to hold U-Haul accountable and is taking this action to first

and foremost ensure a practice change that is required for public safety (including the security/safety of both Class members and innocent people on the road who are at risk of bodily harm because of U-Haul's misconduct);

- c) he also wants to obtain financial compensation for the Class members;
  - d) he has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action; and
  - e) he cooperates and will continue to fully cooperate with his attorneys.
42. 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 useful for her to attempt to identify them given their sheer number;

#### **IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

43. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages;
44. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- 1. **GRANT** Plaintiff's action against the Defendant on behalf of all the Class members;
  - 2. **CONDEMN** the Defendant to pay the Plaintiff and Class members damages in an amount to be determined, and **ORDER** collective recovery of these sums;
  - 3. **CONDEMN** the Defendant to pay to each Class member an amount to be determined on account of punitive damages, and **ORDER** collective recovery of these sums;
  - 4. **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;
  - 5. **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;
  - 6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
  - 7. **CONDEMN** the Defendant 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;

**V. JURISDICTION**

45. The Applicant requests 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 has his domicile and residence in Montreal;

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

1. **GRANT** the present application;
2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages;
3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

<b>Class:</b>	<b>Groupe :</b>
All natural and legal persons in Quebec who rented a vehicle from U-Haul with a gross vehicle weight rating of less than 4,500 kg and that was not equipped with winter tires during any of the following dates: <ul style="list-style-type: none"><li>• December 1, 2024 to March 15, 2025;</li><li>• December 1, 2023 to March 15, 2024;</li><li>• December 1, 2022 to March 15, 2023;</li><li>• December 1, 2021 to March 15, 2022.</li></ul>	Toutes les personnes physiques et morales au Québec qui ont loué un véhicule de U-Haul dont le poids nominal brut est inférieur à 4 500 kg et qui n'était pas muni de pneus d'hiver à l'une des dates suivantes : <ul style="list-style-type: none"><li>• 1<sup>er</sup> décembre 2024 au 15 mars 2025;</li><li>• 1<sup>er</sup> décembre 2023 au 15 mars 2024;</li><li>• 1<sup>er</sup> décembre 2022 au 15 mars 2023;</li><li>• 1<sup>er</sup> décembre 2021 au 15 mars 2022.</li></ul>

4. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
  - a) Does U-Haul have an obligation to install winter tires on the vehicles they rent to Class members with a gross vehicle weight rating of less than 4,500 kg?
  - b) Did U-Haul rent vehicles with a gross vehicle weight rating of less than 4,500 kg to Class members that were not equipped with winter tires between December 1 and March 15 (from 2021 to 2025)?
  - c) Did U-Haul unlawfully and intentionally interfere with the Class members' rights to personal security protected under the Quebec

*Charter?*

- d) Did U-Haul act in bad faith?
- e) Are Class members entitled to damages, including compensatory or punitive damages, and in what amounts?

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

1. **GRANT** Plaintiff's action against the Defendant on behalf of all the Class members;
  2. **CONDEMN** the Defendant to pay the Plaintiff and Class members damages in an amount to be determined, and **ORDER** collective recovery of these sums;
  3. **CONDEMN** the Defendant to pay to each Class member an amount to be determined on account of punitive damages, and **ORDER** collective recovery of these sums;
  4. **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;
  5. **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;
  6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
  7. **CONDEMN** the Defendant 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;
6. **ORDER** the publication of a notice to the class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendant to pay for said publication costs;
7. **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 judgment to be rendered herein;

8. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
9. **THE WHOLE** with costs including publication fees.

Montreal, January 10, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

Mtre Joey Zukran / Mtre Lea Bruyère

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**SUMMONS**  
(ARTICLES 145 AND FOLLOWING C.C.P)

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**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:** Business Information Statement for U-Haul Co. (Canada) Ltée;
- Exhibit P-2:** Article published in the Journal de Montréal on January 8, 2025, titled « *Ça aurait pu être grave* »: *des camions U-Haul sans pneus d'hiver*.
- Exhibit P-3:** Article published in La Presse on March 13, 2024, titled "*Camions loués sans pneus d'hiver « J'ai eu la peur de ma vie »*";
- Exhibit P-4:** Applicant's U-Haul receipt printed on December 10, 2024;
- Exhibit P-5:** U-Haul Equipment Designations document;
- Exhibit P-6:** "U-Haul Moving Truck Rentals" webpage;
- Exhibit P-7:** Picture of the tire on the U-Haul 10-foot van.

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, January 10, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

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

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**TO: U-HAUL CO. (CANADA) LTÉE**  
3850 Jean-Talon Street West  
Montreal, Quebec, H3R 2G8

**DEFENDANT**

**TAKE NOTICE** that Applicants' *Application to Authorize the Bringing of a Class Action* will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on a date and time to be set by the Court.

**GOVERN YOURSELVES ACCORDINGLY.**

Montreal, January 10, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

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