

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
NO: 500-06-001293-246

**SUPERIOR COURT**  
**(Class Action)**

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**LU ZHANG**

*Applicant*

v.

**WHIRLPOOL CORPORATION**, a legal person, duly constituted under the laws of Delaware, having its principal place of business at 200 North M-63, Benton Harbor, Michigan, USA 49022-2622.

and

**WHIRLPOOL CANADA CO.**, a legal person duly constituted under the laws of Canada, having its principal place of business at 600-1741 Lower Water Street, Halifax, Nova Scotia, B3J 0J2.

and

**HOME DEPOT OF CANADA INC.**, a legal person duly constituted under the laws of Québec, having its principal place of business at 1 Concorde Gate, Unit 400, North York, Ontario, M3C 3N6.

and

**BMTC GROUP INC.**, a legal person duly constituted under the laws of Canada, having its principal place of business at 8500 Place Marien, Montreal, H1B 5W8.

and

**MAISON CORBEIL**, a legal person duly constituted under the laws of Québec, having its principal place of business at

1215 Bd Cremazie O, Montreal, Quebec,  
H4N 2W1.

and

**BEST BUY CANADA LTD.**, a legal person  
duly constituted under the laws of British  
Columbia, having its principle place of  
business at 425 West 6<sup>th</sup> Avenue,  
Vancouver, British Columbia, V5Y 1I3.

and

**RONA INC.**, a legal person duly constituted  
under the laws of Québec, having its  
principle place of business at 220 ch. Du  
Tremblay, Boucherville (Québec) J4B 8H7.

*Defendants*

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION  
AND TO OBTAIN THE STATUS OF REPRESENTATIVE  
(Art. 571 C.c.p. and following)**

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

**GENERAL PRESENTATION**

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

all persons in Québec who, from January 1, 2010 to the present,  
purchased, owned, or experienced property damage, with respect to any  
dishwasher manufactured by the Whirlpool Defendants which included  
the defective pump motor diverter shaft seal, including the  
"dishwashers" with the model numbers, BLB14DR, IUD750, IUD850,  
WDF5, WDF7, WDL785, WDT7, WDT9, WDTA5, and WDTA7; JennAir  
Models beginning with JDB8, JDB9, and JDTSS2; Kenmore Models

beginning with 662.13, 665.12, 665.13, 665.14, and 665.15; KitchenAid Models beginning with KDFE1, KDFE2, KDFE3, KDFE4, KDTE1, KDTE2, KDTE3, KDTE4, KDTE5, KDTE7, KDHE4, KDHE7, KDTM3, KUDE2, KUDE4, KUDE5, KUDE6, KUDE7, KUDL, KDPE2, and KDPE3; and Maytag Models beginning with JDB8. The class includes, but is not limited to, class members who purchased dishwashers from the Retailer Defendants.

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

## DEFINED TERMS

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

- a. “**CCP**” means *Code of Civil Procedure*, C-250.1;
- b. “**CCQ**” means *Civil Code of Québec*, chapter CCQ-1991;
- c. “**CPA**” means *Consumer Protection Act*, C.Q.L.R. c. P-40.1;
- d. “**Retailer Defendants**” means Home Depot, BMTC Group Inc., Maison Corbeil, Best Buy Canada Ltd. and Rona Inc.;
- e. “**Whirlpool Defendants**” means Whirlpool Corporation and Whirlpool Canada Co.

## THE PARTIES

### The applicant

2. The applicant, Lu Zhang, is an individual who lives in La Prairie, Québec, Canada.

### The Defendants

3. The Defendant Whirlpool Canada Co. is Whirlpool Corporation’s Canadian distributor of home dishwashers in Quebec. It is one of Canada’s leading marketer and supplier of home appliances, with over \$1 billion in revenue. The company has

roughly 230 employees and operates nationwide. It is registered in Nova Scotia, with its head office located in Mississauga, Ontario.

4. The Defendant Whirlpool Corporation is a manufacturer and marketer of home appliances including home dishwashers distributed and sold in Quebec. The global headquarters is located in Benton Charter, Michigan with regional headquarters located in Europe, Asia and Latin America.
5. Kitchenaid, Kenmore, JennAir and Maytag are appliance brands owned by Whirlpool Corporation.
6. The defendant Home Depot of Canada Inc. ("**Home Depot**") is Canada's leading home improvement specialty retailer, with 182 stores in ten Canadian provinces including Quebec. It sold the Class Dishwashers in Québec.
7. The defendant BMTC Group Inc., is a publicly traded company listed on the Toronto Stock Exchange. It manages and operates one of the largest retail networks of furniture and electronic appliances in Québec, under the name Tanguay and Tanguay L'Entrepôt and is headquartered in Montréal. It sold the Class Dishwashers in Québec.
8. Maison Corbeil is a chain of home furnishing and appliance stores owned by Groupe Amiel. The company has been in the appliance industry since 1949 and as spread out across Canada with 25 stores and two liquidation centres in Quebec,

two stores in Toronto and one location in Gatineau. Maison Corbeil is headquartered in Montréal. It sold the Class Dishwashers in Québec.

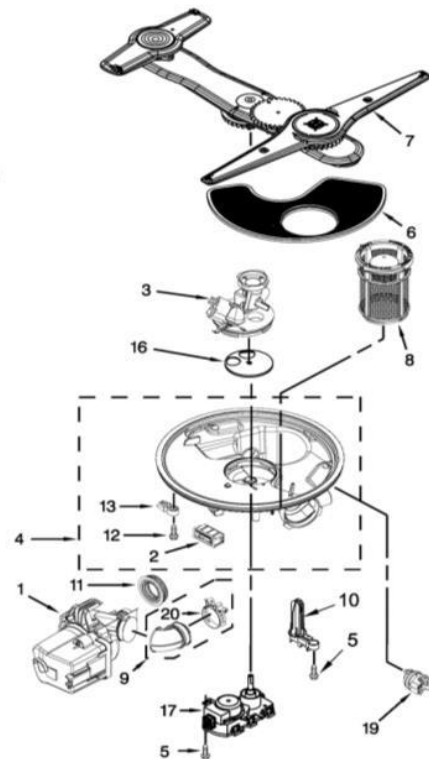
9. Best Buy Canada Ltd. (“Best Buy Canada”) is the Canadian subsidiary of the US electronics and appliance retailer, Best Buy. It is Canada’s largest electronics retailer with over 160+ stores coast-to-coast. Best Buy Canada is headquartered in Vancouver. It sold the Class Dishwashers in Québec through its Best Buy stores.
10. Rona Inc., is a national chain of hardware stores which sell appliances. In Québec, Rona Inc. operates under the name Réno-Dépôt. It sold the Class Dishwashers in Québec.

## **THE FACTS**

11. The Class Dishwashers were designed and manufactured to distribute dish detergent along with clean, hot water consistently throughout the dishwasher during the cleaning process. This process is accomplished utilizing various mechanical parts, including motors, rotating spray arms, and the sump assembly.
12. The Class Dishwashers are equipped with a pump motor diverter shaft seal (“Diverter Shaft Seal” or “Shaft Seal”).
13. A Diverter Shaft Seal is a part of a dishwasher’s sump pump assembly, which is located at the bottom of the dishwasher’s tub and is responsible for collecting and distributing the water throughout the dishwasher during cleaning. The sump collects and holds water below the dishwasher tub and the diverter shaft directs

the collected water into the spray arms, while the Diverter Shaft Seal prevents leaks between the sump and tub. In other words, the Diverter Shaft Seal's main purpose is to prevent the dishwasher from leaking and causing damage to consumers' property.

14. Below is a representative parts diagram, with (4) being the sump pump and Diverter Shaft Seal assembly, and (17) the dishwasher's diverter motor. The red circle specifically indicates the location of the Divert Shaft Seal.



15. The Divert Shaft Seal's manufacturer's installation instructions direct the seal to be affixed in an orientation towards the tub so that there is protection from hot soapy water and food debris during cleaning, and a complete and properly functioning seal. However, Whirlpool failed to follow the installation instructions. Instead, it

designed and manufactured all of the Class Dishwashers including the dishwasher in question with the sump and diverter motor pump assembly with the seal affixed in an inverted position, contrary to the manufacturer's instructions, which exposes it to hot soapy water and debris. As the debris accumulates and the seal degrades, water begins to leak between the sump and the tub, eventually leaking through the entire unit and onto floors.

16. The defective sump and diverter motor pump assembly in the dishwashers exists at the time of manufacture in the United States and distribution by Whirlpool Canada to retailers in Canada, that is when it leaves the manufacturer, and before it is purchased by consumers. Thus prior to purchasing the dishwashers, the plaintiff and other Class members did not know and could not know that the dishwashers have a defective sump and diverter motor pump assembly and would leak and cause damage to the floors, causing them to need repairs that cost more than the resale value of the appliance long before the average lifetime of a dishwasher.
17. Beginning as early as 2013, consumers began to post online describing how the Divert Shaft Seal in their dishwashers was improperly installed causing the dishwasher to leak or stop working. Whirlpool would have received inquiries from customers at that time or even earlier making it aware of the defect in the dishwashers.
18. The same complaints made Whirlpool aware that the latent defect in their dishwashers would cause the dishwashers to leak, causing property damage to

owners, or cease functioning long before the normal average life of a dishwasher. Home Depot would have learned of the defect around the same time from customer complaints.

19. Whirlpool failed to disclose this defect to the plaintiff and Class members at the time of purchase or thereafter and continued to manufacture the dishwashers in the same defective manner despite knowing of multiple incidents of flooding and complaints.
20. Whirlpool compounded this problem by directing that the problem should be repaired by replacing the sump with a sump provided by Whirlpool that contains the same installation defect – meaning that unless Whirlpool’s instructions were disregarded, the repair would simply perpetuate the problem.

#### **FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT**

21. The applicant Lu Zhang is a resident of La Prairie, Québec. Lu purchased a Whirlpool 24” 53 dB Dishwasher (Model No. WDF540PADM) from Best Buy in 2019. The dishwasher was installed in a rental apartment which he owned.
22. In or about June 2022, he received a phone call from his tenant advising him that the dishwasher was leaking. He went to the rental apartment and observed that water had been leaking from the dishwasher. He inspected the unit and determined that the leak was caused by a defect/malfunction in the dishwasher.
23. He replaced the dishwasher with a new unit purchased at Costco.



24. Lu pleads that the Whirlpool Defendants were negligent in the manufacture and distribution of his dishwasher in contravention of Article 1457 of the *CCQ*.
25. Lu pleads that Best Buy Canada LTD. breached its contract with the petitioner in contravention of art. 1458 of the *CCQ*.
26. Lu pleads that the defendants breached their sellers' warranty pursuant to art. 1726 of the *CCQ*.
27. Lu pleads that the defendants supplied a defective product in contravention of s. 53 of the *CPA* and as such are liable to him for damages pursuant to s. 272.
28. Lu claims damages for injuries and property damage, for refunds of the costs to purchase or replace the dishwasher and punitive damages.

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

### **Civil liability**

29. The defendants manufactured and/or distributed/sold the dishwashers in Québec. Each Class Member purchased, owned, or experienced damage from one or more of the dishwashers that were manufactured and/or distributed/sold for sale in Québec by the defendants.
30. The defendants had a duty not to cause harm to the Class Members in their manufacture and/or distribution/sale of the dishwashers. Specifically, the

defendants owed a duty to the Class Members to manufacture and/or distribute/sell a product that was free of manufacturing defects which rendered the product defective and liable to cause harm to property.

31. As a result of the defendants' lack of diligence and prudence, in contravention of art. 1457 of the CCQ, the defendants breached their duty by failing to take reasonable steps to manufacture and distribute the Class Dishwashers free of defects and in accordance with parts suppliers' specifications.

### **Contractual Undertaking**

32. Class Members who purchased Class Dishwashers from the Retailer Defendants have a claim for recovery under arts. 1458, 1726, 1728, 1729, and 1730 of the CCQ. The Retailer Defendants entered into contracts with class members for the sale of goods. They breached their duty to honour their contractual undertakings by supplying Class Dishwashers which had a latent defect rendering it unfit for the use for which it was intended or diminished its usefulness to the point where the buyer would not have bought it or paid so high a price if he had been aware of the defect. The Retailer Defendants are liable for any bodily, moral or material injury it caused to the class members and is bound to make reparation for the injury.
33. The Retailer Defendants were aware or could not have been unaware of the latent defect as they received multiple complaints about water leaks and damage. The Retailer Defendants is bound to refund the price and make reparation for the injuries suffered by the buyers.

34. The Retailer Defendants are liable to the class for the sellers' warranty pursuant to art. 1726 of the CCQ.
35. The Whirlpool defendants are also liable to class members under the sellers' warranty pursuant to art. 1730 of the CCQ.
36. Pursuant to arts. 1727 and 1728, the defendants are liable to class members for the diminution in value of the dishwashers and for reparation of injuries or property damages caused by the defects.

### **Breach of the CPA**

37. The presence of the inverted Diverter Shaft Seal was a latent defect in the Class Dishwashers sold to Québec class members that formed the objects of contracts that Class Members entered into with the Retailer Defendants. The defect was one which Class Members could not have discovered by ordinary examination and/or there was a lack of instructions necessary for the protection of Class Members against the risk or danger posed by the defect, of which the users were otherwise unaware. As such, Class Members in Québec also advance consumer claims against the Retailer Defendants pursuant to s. 53 of the Québec Consumer Protection Act, C.Q.L.R. c. P-40.1.
38. Because the dishwashers formed the objects of the contracts between Class Members and the retailers, Class Members elect to pursue their recourse under art. 53 of the CPA against the Whirlpool Defendants as the manufacturer as well.

39. The Class Members are entitled to damages, pursuant to section 272 of the QC CPA.
40. The Class Members are entitled to rescission or annulment of the consumer agreement; the consumer agreement being set aside; or the Class Members' obligations under the consumer agreement being reduced, pursuant to section 272 of the QC CPA.
41. The Class Members are further entitled to exemplary or punitive damages because the defendants engaged in a policy or practice of practice of manufacturing, distributing, marketing and selling the Class Dishwashers while aware of the defects, as pleaded above, pursuant to section 272 of the QC CPA.

### **Damages**

42. The applicant and each of the Class Members have suffered damages and loss as a result of the defendants' negligence, breach of the *CPA* and breaches of the *CCQ*.
43. The applicant pleads that he and the Class are entitled to recover damages for the following:
  - (a) injuries and property damage suffered as a result of the breaches of duty under art. 1457 of the *CCQ*;
  - (b) injuries and property damage suffered as a result of the breaches of contract or warranty per arts. 1458 and 1726 of the *CCQ*;
  - (c) breach of arts. 53 and 272 of the *CPA*

- (d) property damage;
- (e) Refund for cost incurred to repair or replace the dishwashers; and
- (f) punitive damages per art. 272 of the CPA, and art. 1621 of the CCQ.

#### **CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

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

- (a) Class Members are numerous and are scattered across Québec estimated to be in the thousands;
- (b) The applicant is unaware of how many persons throughout Québec had purchased, owned, or suffered property damage from the dishwashers;
- (c) The names and addresses of the Class Members are not known to the applicant;
- (d) Given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded;
- (e) Further, individual litigation of the factual and legal issues raised by the conduct of the defendants would increase delay and expense to all parties and to the Court system;
- (f) A multitude of actions risks having contradictory judgments on questions of fact and law that are similar or related to all Class Members;
- (g) These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action; and

- (h) In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.
45. The claims of the Class Members raise identical, similar or related questions of fact or law namely:
- (a) Do the class dishwashers contain a latent defect?
  - (b) Did the defendants owe a duty to the Class Members to manufacture a product free of latent defects which renders the product defective and liable to cause property damage?
  - (c) Did the defendants breach the duty, in contravention of Article 1457 of the CCQ, by failing to prevent latent defects or by failing to follow manufacturer specifications? If so, how?
  - (d) Did one or more of the defendants enter into a contract with the Class Members?
  - (e) Was it an express or implied term of the contract that the seller(s) would sell a dishwasher that was free of defects and not liable to cause property damage?
  - (f) Did Home Depot breach the contract? If so, how?
  - (g) Are one or more of the defendants bound to the sellers' warranty under art. 1726 of the CCQ.
  - (h) Did one or more of the defendants breach the sellers' warranty? If so, how?
  - (i) Are Class Members entitled to recourse against the defendants pursuant to s. 53 of the CPA?
  - (j) If so, are the Class Members entitled to damages, rescission or annulment of the consumer agreement pursuant to section 272 of the CPA, including for punitive damages?
  - (k) Can any or all of the claims be assessed on an aggregate basis?
  - (l) Are the Defendants liable for punitive damages?

46. The interests of justice weigh in favour of this application being granted in accordance with its conclusions.

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

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

**GRANT** the applicant's action against the defendants;

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

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

**CONDEMN** the Respondents to pay the Class Members damages;

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

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

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

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

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

## **JURISDICTION**

49. The applicant suggests that this class action be exercised before the Superior Court in the District of Montréal because the Class Members reside everywhere in the Province of Québec and the defendants carry on business in the province of Quebec;
50. The applicant, who is requesting to obtain the status of representative will fairly and adequately protect and represent the interest of the Members of the Group for the following reasons:
- (a) he understands the nature of the action;
  - (b) he is available to dedicate the time necessary for an action to collaborate with Class Members; and
  - (c) His interests are not antagonistic to those of other Class Members.
51. The present application is well-founded in fact and in law.

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

**GRANT** the applicant's action against the defendants;

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



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

all persons in Québec who, from January 1, 2010 to the present, purchased, owned, or experienced property damage, with respect to any dishwasher manufactured by the Whirlpool Defendants which included the defective pump motor diverter shaft seal, including dishwashers with the model numbers, BLB14DR, IUD750, IUD850, WDF5, WDF7, WDL785, WDT7, WDT9, WDTA5, and WDTA7; JennAir Models beginning with JDB8, JDB9, and JDTSS2; Kenmore Models beginning with 662.13, 665.12, 665.13, 665.14, and 665.15; KitchenAid Models beginning with KDFE1, KDFE2, KDFE3, KDFE4, KDTE1, KDTE2, KDTE3, KDTE4, KDTE5, KDTE7, KDHE4, KDHE7, KDTM3, KUDE2, KUDE4, KUDE5, KUDE6, KUDE7, KUDL, KDPE2, and KDPE3; and Maytag Models beginning with JDB8. The class includes, but is not limited to, dishwashers sold by Home Depot.;

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

- (a) Do the class dishwashers contain a latent defect?
- (b) Did the defendants owe a duty to the Class Members to manufacture a product free of latent defects which renders the product defective and liable to cause property damage?
- (c) Did the defendants breach the duty, in contravention of Article 1457 of the CCQ, by failing to prevent latent defects or by failing to follow manufacturer specifications? If so, how?
- (d) Did one or more of the defendants enter into a contract with the Class Members?
- (e) Was it an express or implied term of the contract that the seller(s) would sell a dishwasher that was free of defects and not liable to cause property damage?
- (f) Did Home Depot breach the contract? If so, how?
- (g) Are one or more of the defendants bound to the sellers' warranty under art. 1726 of the CCQ.
- (h) Did one or more of the defendants breach the sellers' warranty? If so, how?

- (i) Are Class Members entitled to recourse against the defendants pursuant to s. 53 of the *CPA*?
- (j) If so, are the Class Members entitled to damages, rescission or annulment of the consumer agreement pursuant to section 272 of the *CPA*, including for punitive damages?
- (k) Can any or all of the claims be assessed on an aggregate basis?
- (l) Are the Defendants liable for punitive damages?

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

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

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

**CONDEMN** the defendants to pay the Class Members damages;

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

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

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

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

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

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

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

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

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

Montréal, February 9, 2024



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**SIMKIN LÉGAL**

**Maitre Michael Simkin**

85 rue Saint-Paul O., #410  
Montréal (Québec) H2Y 3V4

Phone: 1-514-582-9236

Fax: 1-438-800-2363

**Attorney for the Applicant**

**SUMMONS**  
**(Art. 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 Montréal.

**Defendants' answer**

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montréal situated at 1 Rue Notre-Dame Est, Montréal, Québec, H2Y 186, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

**Failure to answer**

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

**Content of answer**

In your answer, you must state your intention to:

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

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

**Change of judicial district**

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

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

### **Transfer of application to Small Claims Division**

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

### **Calling to a case management conference**

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

### **Exhibits supporting the application**

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

### **Notice of presentation of an application**

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

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

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**TO:**

**WHIRLPOOL CORPORATION**

200 North M-63,  
Benton Harbor, Michigan, USA 49022-2622

and

**WHIRLPOOL CANADA CO.**

600-1741 Lower Water Street,  
Halifax, Nova Scotia, B3J 0J2.

and

**HOME DEPOT OF CANADA INC.**

1 Concorde Gate, Unit 400,  
North York, Ontario, M3C 3N6

and

**BMTC GROUP INC.**

8500 Place Marien,  
Montreal, H1B 5W8

and

**MAISON CORBEIL**

1215 Bd Cremazie O  
Montreal, Quebec, H4N 2W1.

and

**BEST BUY CANADA LTD.**

425 West 6<sup>th</sup> Avenue,  
Vancouver, British Columbia, V5Y 1I3

and

**RONA INC.**

220 Chemin du Tremblay,  
Boucherville, Quebec, J4B 8H7

Defendants

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

**GOVERN YOURSELF ACCORDINGLY.**

Montréal, February 9, 2024



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**SIMKIN LÉGAL**

**Maître Michael Simkin**

85 rue Saint-Paul O., #410  
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**Attorney for the Applicant**