

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o : 500-06-000839-171

SUPERIOR COURT
(Class Action)

FRANCIS LEVESQUE, residing and domiciled at
[REDACTED], Province
of Quebec, [REDACTED];

Applicant

-vs-

NISSAN CANADA INC., a legal person, having its
principal place of business at 5290 Orbitor Dr in the
city of Mississauga, province of Ontario, L4W 4Z5,
Canada;

-and-

NISSAN NORTH AMERICA, INC., having its
principal place of business at One Nissan Way, Stop
A-5-C, in the city of Franklin, state of Tennessee,
37067-6367, United States of America;

-and-

NISSAN MOTOR CO., LTD., having its principal
place of business at 1-1, Takashima 1-chome, Nishi-
ku, in the city of Yokohama-shi, prefecture of
Kanagawa, 220-8686, Japan;

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO
APPOINT A REPRESENTATIVE PLAINTIFF**
(Art. 574 C.C.P. and following)

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF
QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT
STATES THE FOLLOWING:**

GENERAL PRESENTATION

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

- All persons in Quebec who own or have owned, or lease or have leased, one or more of the Subject Vehicles affected by the Timing Chain Tensioning System defect asserted by this claim.

“Subject Vehicles” include: 2004 -2008 Nissan Maxima vehicles, 2004 - 2009 Nissan Quest vehicles, 2004 - 2006 Nissan Altima vehicles (with the VQ35 engine), 2005-2007 Nissan Pathfinder vehicles, 2005 - 2007 Nissan Xterra vehicles, and 2005 - 2007 Nissan Frontier vehicles (with the VQ40 engine)(referred to herein as “Class Member(s)”, “Class Member(s)”, the “Class”, the “Class”, the “Member(s)”);

The Defendants

2. The Defendant, Nissan Motor Co., Ltd., is an automobile design, manufacturing, sale, leasing, distribution, and servicing corporation organized under the laws of Japan. Nissan Motor Co., Ltd. owns 100% of Nissan North America Inc. and Nissan Canada Inc.;
3. The Defendant, Nissan North America Inc., is a corporation organized and in existence under the laws of the State of California and registered with the California Department of Corporations to conduct business in California. Nissan North America Inc.’s Corporate Headquarters were located at Gardena, California until on or about 2007 when Nissan North America Inc. moved its Corporate Headquarters to Franklin, Tennessee, as it appears on a page of the website of the Tennessee Secretary of State, <https://tnbear.tn.gov/>, communicated herein as **Exhibit P-1**;
4. The Defendant, Nissan Canada Inc., is a corporation organized and in existence under the Canada Business Corporations Act and registered to conduct business in Quebec and in Canada. Nissan Canada Inc.’s Corporate Headquarters are located in Mississauga, Ontario, as it appears

in a copy of an extract from the *Registraire des entreprises du Québec*, produced herein as **Exhibit P-2**;

5. The Defendant Nissan Motor Co., Ltd., Nissan North America Inc., and Nissan Canada Inc., are automobile design, manufacturing, distribution, and/or servicing corporations doing business in Quebec and Canada. The Defendants design, manufacture, distribute, market, service, repair, sell and lease passenger vehicles, including the Subject Vehicles, nationwide;
6. The Applicant or Class Members could not reasonably be expected to know which of the Defendants has committed which individual act or omission at this stage;
7. Each of the Defendants are part of a common enterprise, one worldwide corporate entity, acting together for common goals. Each created and executed a common business plan to manufacture and sell their vehicles throughout the world including in Quebec. The Defendants are therefore solidarily liable for the acts and omissions of the other;
8. Hereinafter, the Defendants Nissan Motor Co., Ltd., Nissan North America Inc., and Nissan Canada Inc. will be collectively referred to as "Nissan";

General Facts:

9. At least since 2004, the Defendants tested, manufactured, marketed, sold, distributed thousands of the Subject Vehicles in North America, including in Quebec;
10. Defendants also provide service and maintenance for the Subject vehicles through their network of authorised dealers throughout Canada and Quebec;
11. The timing chain tensioning system installed in the Subject Vehicles is composed of the primary timing chain tensioner, primary timing chain guide, secondary timing chain tensioners, and secondary timing chain tensioner shoes (the "Timing Chain Tensioning System");
12. The timing chain system, which includes the Timing Chain Tensioning System, is integral to a functioning internal combustion engine. It is responsible for connecting the engine's camshaft to the crankshaft, which in turn controls the opening and closing of the engine's valves. The

timing chain system ensures that the valves open and close in a precise and synchronised manner in coordination with the up and down movement of the pistons. **Exhibit P-3** shows the Timing Chain Tensioning System and related components;

13. Defendants' maintenance schedules do not require maintenance or replacement of the Timing Chain Tensioning System, as it appears in a copy of the maintenance schedules for the following models: 2004 Altima (with the VQ35 engine) communicated here as **Exhibit P-4**, 2005 Maxima communicated here as **Exhibit P-5**, 2006 Quest communicated here as **Exhibit P-6**, 2006 Xterra communicated here as **Exhibit P-7**, 2007 Pathfinder communicated here as **Exhibit P-8**, and 2005 Frontier (with the VQ40 engine) communicated here as **Exhibit P-9**;
14. Based on Defendants representations in the maintenance schedules provided with the Subject Vehicles, the Timing Chain Tensioning System is reasonably expected to last for the useful life of the engine without the need for repair or replacement;
15. However, the Timing Chain Tensioning System in the Subject Vehicles, is prone to premature failure that is, before the end of the useful life of the vehicles, well before consumers reasonably expect any such failure to occur, and cannot be reasonably repaired;

Latent Defect:

16. When the Timing Chain Tensioning System fails, it can cause a variety of problems for the Subject Vehicles, including the inability to accelerate, to maintain speed, to idle smoothly, as well as failure and destruction of the engine, among other issues. When any of these occur while the vehicles are in motion, occupants of the vehicles are exposed to rear end collisions and other accidents caused by the driver's inability to maintain an appropriate speed on the road;
17. Since 2004, Nissan has been aware that the Timing Chain Tensioning System installed in the Subject Vehicles is prone to premature failure, yet Nissan continued to install the defective Timing Chain Tensioning System in the Subject Vehicles knowing that it is prone to premature failure;

18. Moreover, Nissan not only refused to disclose the problem to consumers since 2004, but it also actively concealed, and continues to conceal, its knowledge concerning the defective Timing Chain Tensioning System;
19. Nissan undertook affirmative efforts to conceal the failures through, among other things:
 - a) Not mentioning any need to replace the Timing Chain Tensioning System or any of its components in their maintenance schedules;
 - b) Technical Service Bulletins ("TSBs") issued to repair facilities; and
 - c) by giving "goodwill" adjustments to reduce the costs of repairs for some customers who complained, but failing to do so for other customers who did not complain;
20. Although Nissan was sufficiently aware of the problem as a result of pre-production testing, design failure mode analysis, and customer complaints made to dealers, all of this knowledge and information was exclusively in the possession of Nissan and its network of dealers and therefore, it was unavailable to consumers;
21. In particular, notwithstanding its knowledge of the potential safety concerns associated with Timing Chain Tensioning System defects, Nissan chose to issue multiple TSBs to Nissan dealerships, beginning on or around July 2007, informing them that it was necessary to replace certain elements of the Timing Chain Tensioning System, as seen for example in TSB Reference No. NTB07-042c entitled "Buzzing/Whining Noise from Timing Chain Area", communicated herein as **Exhibit P-10**. However, Nissan did not inform consumers about the TSBs;
22. Furthermore, Nissan's TSBs failed to provide a permanent solution to remedy all of the Timing Chain Tensioning System defects. Instead, Nissan concealed its knowledge of the issues and failed to develop a permanent solution so that the warranty period on the Subject Vehicles would expire before owners become aware of the problem. Through this practice, Nissan unlawfully transfers the cost of replacement from itself to the owners of the Subject Vehicles;
23. As a result of Nissan's failure to disclose the fact that the Timing Chain Tensioning System installed in the Subject Vehicles is prone to unavoidable premature failure, consumers are

required to spend thousands of dollars in the early years of ownership to repair or replace the Timing Chain Tensioning System or to repair or replace the damaged or destroyed engines, or sell their vehicles without repair at a substantial loss.

24. Furthermore, the fact that the Timing Chain Tensioning System is prone to sudden premature failure presents a serious safety issue to consumers and places the driver and passengers at a risk of harm;
25. The fact that the Timing Chain Tensioning System is prone to premature failure is also material to consumers because there is no safe alternative way for owners of the Subject Vehicles to avoid the risk of potential harm;
26. The Representative Plaintiff and other members of the Class (as defined below) would not have bought the Subject Vehicles had they known that the Timing Chain Tensioning System installed is prone to unavoidably dangerous and premature failure. When the Representative Plaintiff and other members of the Class purchased the Subject Vehicles, they relied on their reasonable expectations that the Subject Vehicles would not pose an unavoidable safety risk;
27. Furthermore, had Nissan disclosed to consumers the material fact that the Timing Chain Tensioning System is prone to premature failure and required replacement, Nissan Vehicle owners would have required Nissan to replace the Timing Chain Tensioning System before the five-year warranty periods expired. Nevertheless, notwithstanding Nissan's awareness of the safety defect, Nissan never disclosed these material facts to consumers at the time at the time of purchase, before the warranty expired, nor anytime thereafter;

Negligence:

28. Nissan was negligent, inter alia, through the following acts and omissions:
 - a) Failure to properly and adequately design and/or manufacture Nissan vehicles equipped with a Timing Chain Tensioning System, components, and parts thereof;

- b) Failure to properly and adequately disclose the Timing Chain Tensioning System defects to potential and present customers of the affected vehicles;
 - c) Failure to furnish a long-term repair and/or recall solution to the defects;
 - d) Failure to properly and adequately warn potential and present customers of the safety risks of using vehicles equipped with the Timing Chain Tensioning System;
29. As a result of Nissan's faults, the Applicant and Class Members have sustained economic and moral damages, and faced unreasonable danger;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

30. The Applicant, Francis Lévesque, is a resident of [REDACTED], Quebec;
31. The Applicant purchased a 2005 Nissan Frontier in March 2014;
32. In April 2015, he was driving the vehicle on a highway in Valcourt, Quebec, when he suddenly heard a loud banging noise coming from the engine of his vehicle;
33. Mr. Lévesque pulled over to the side of the road when he heard the banging noise and had his vehicle towed;
34. He observed that the timing chain of his vehicle had failed;
35. The Applicant's vehicle had an approximate mileage of 120,000 kilometers when the timing chain failed.
36. The Applicant called Nissan who informed him that he was out of the warranty period, and that they would not fix the defect;
37. The Applicant incurred costs to replace and repair the timing chain system and engine of his

- vehicle;
38. The Applicant therefore has suffered and continues to suffer damages due to the defect affecting his vehicle;
 39. In addition, due to the defect in the timing chain system, the Applicant's vehicle's resale value has diminished considerably;
 40. Had the Applicant known about this serious danger and/or defect, he would not have purchased his vehicle;
 41. The damages suffered by the Applicant are a direct and proximate result of the Defendants' conduct;
 42. As a consequence of the foregoing, the Applicant is justified in claiming damages;

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

43. Every Member of the Class owns, leases or otherwise possesses one of the motor vehicles comprised in the Subject Vehicles;
44. Each Member of the Class is justified in claiming at least one or more of the following:
 - a) Resiliation of the sale or lease of the Vehicle and reimbursement of the purchase price or lease amounts paid, including but not limited to taxes, license and registration fees, security deposit, down payment, etc., or subsidiarily, damages for the diminished value (or resale value) of the Subject Vehicles;
 - b) Damages for the costs associated with the defects or repairs to the Subject Vehicles;
 - c) Damages for any injury suffered and costs related to said injuries;
 - d) Damages for loss of use and enjoyment of their Subject Vehicles;

- e) Damages for trouble, inconvenience and loss of time;
 - f) Damages for anxiety and fear;
 - g) Punitive and/or exemplary damages;
 - h) Such further and other relief as counsel may advise and this Honourable Court may allow.
45. All of these damages to the Class Members are a direct and proximate result of the Defendants' conduct;

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

The composition of the Class makes the application of Article 91 or 143 C.C.P. impractical or impossible for the reasons detailed below:

- 46. The number of persons included in the Class is estimated to be in the thousands;
- 47. The names and addresses of all persons included in the Class are not known to the Applicant but are known to the Defendants;
- 48. In addition, 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. Furthermore, individual litigation of the factual and legal issues raised by the conduct of Defendants would increase delay and expense to all parties and to the Court system;
- 49. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Member of the Class to obtain mandates and to join them in one action;
- 50. 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;

The questions of fact and law which are identical, similar, or related with respect to each of the Class Members:

51. The recourses of the Class Members raise identical, similar or related questions of fact or law, namely:
- a) Is there a latent defect in the Timing Chain Tensioning System of Subject Vehicles?
 - b) Is there a safety defect in the Subject Vehicles?
 - c) Are the Subject Vehicles fit for the purpose they were intended?
 - d) Did the Defendants know or should the Defendants have known about these defects affecting the Subject Vehicles?
 - e) Did the Defendants fail, refuse or neglect to adequately disclose the defect to consumers before they purchased or leased the Subject Vehicles, or thereafter?
 - f) Have the Class Members suffered damages as a result of the defect in question?
 - g) Are the Defendants liable to pay compensatory damages to Class Members stemming from the defect?
 - h) What are the categories of damages for which the Defendants are responsible to pay to Class Members, and in what amount?
 - i) Are Defendants liable to pay any other compensatory, moral, punitive and/or exemplary damages to Class Members, and if so in what amount?

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

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

53. The action that the Applicant wishes to institute for the benefit of the members of the Class is an action in damages for latent defect and negligence;
54. The conclusions that the Applicant wishes to introduce by way of an application to institute proceedings are:

GRANT Plaintiff's action against Defendants;

ORDER the resiliation of the sale or lease of the Subject Vehicles purchased or leased by the Class Members;

ORDER and CONDEMN Defendants to reimburse the purchase price or lease amounts paid by the Class Members, and any other amounts paid by Class Members in connection with the purchase or lease, plus interest as well the additional indemnity since the date of purchase or lease;

OR SUBSIDIARILY, CONDEMN Defendants to pay damages to the Class Members equivalent to the amount of loss of resale value or diminished value of the Class Vehicle as a result of the existence and/or repair of the defect;

CONDEMN Defendants to reimburse to the Class Members any costs or fees paid in relation to the defect or repair thereof;

CONDEMN Defendants to pay compensatory damages to the Class Members for the loss of use and enjoyment of the Subject Vehicles, trouble, inconvenience, loss of time, anxiety and fear, and other moral damages;

CONDEMN Defendants to pay punitive and/or exemplary damages to the Class Members, to be determined by the Court;

GRANT the class action of Applicant on behalf of all the Members of the Class;

ORDER the treatment of individual claims of each Member of the Class in accordance with articles 599 to 601 C.C.P.;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Members of the Class;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fees and publication fees to advise members;

55. Applicant suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a) Many Class Members are domiciled in the District of Montreal;
- b) The Defendants have a business establishment in the District of Montreal;
- c) Many of the Subject Vehicles were purchased or leased by Class Members in the District of the Montreal;
- d) The Applicant's counsel is domiciled in the District of Montreal;

56. 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 Class, since Applicant:

- a) owns a 2005 Nissan Frontier which is affected by the defect alleged above, and is thus a Member of the Class;
- b) understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Members of the Class;
- c) is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class attorneys in this regard;
- d) is ready and available to manage and direct the present action in the interest of the Class Members that the Applicant wishes to represent, and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class;
- e) does not have interests that are antagonistic to those of other members of the Class;
- f) has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intend to keep informed of all developments;

- g) is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Members of the Class and to keep them informed;

57. The present application is well-founded in fact and in law;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

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

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

- All persons in Quebec, who own or have owned, or lease or have leased, one or more of the following Nissan Vehicles affected by the Timing Chain Tensioning System defect:
 - 2004 - 2008 Nissan Maxima vehicles,
 - 2004 - 2009 Nissan Quest vehicles,
 - 2004 - 2006 Nissan Altima vehicles (with the VQ35 engine),
 - 2005 - 2007 Nissan Pathfinder vehicles,
 - 2005 - 2007 Nissan Xterra vehicles, and
 - 2005 - 2007 Nissan Frontier vehicles (with the VQ40 engine)

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

- a) Is there a latent defect in the Timing Chain Tensioning System of Subject Vehicles?
- b) Is there a safety defect in the Subject Vehicles?
- c) Are the Subject Vehicles fit for the purpose they were intended?

- d) Did the Defendants know or should the Defendants have known about these defects affecting the Subject Vehicles?
- e) Did the Defendants fail, refuse or neglect to adequately disclose the defect to consumers before they purchased or leased the Subject Vehicles, or thereafter?
- f) Have the Class Members suffered damages as a result of the defect in question?
- g) Are the Defendants liable to pay compensatory damages to Class Members stemming from the defect?
- h) What are the categories of damages for which the Defendants are responsible to pay to Class Members, and in what amount?
- i) Are Defendants liable to pay any other compensatory, moral, punitive and/or exemplary damages to Class Members, and if so in what amount?

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

GRANT Plaintiff's action against Defendants;

ORDER the rescission of the sale or lease of the Subject Vehicles purchased or leased by the Class Members;

ORDER and CONDEMN Defendants to reimburse the purchase price or lease amounts paid by the Class Members, and any other amounts paid by Class Members in connection with the purchase or lease, plus interest as well the additional indemnity since the date of purchase or lease;

OR SUBSIDIARILY, CONDEMN Defendants to pay damages to the Class Members equivalent to the amount of loss of resale value or diminished value of the Class Vehicle as a result of the existence and/or repair of the defect;

CONDEMN Defendants to reimburse to the Class Members any costs or fees paid in relation to the defect or repair thereof;

CONDEMN Defendants to pay compensatory damages to the Class Members for the loss of use and enjoyment of the Subject Vehicles, trouble, inconvenience, loss of time, anxiety and fear, and other moral damages;

CONDEMN Defendants to pay punitive and/or exemplary damages to the Class Members, to be determined by the Court;

GRANT the class action of Applicant on behalf of all the Members of the Class;

ORDER the treatment of individual claims of each Member of the Class in accordance with articles 599 to 601 C.C.P.;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Members of the Class;

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fees and publication fees to advise members;

DECLARE that all Members of the Class 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 Members;

ORDER the publication of a notice to the Members of the Class in accordance with Article 579 C.C.P.;

THE WHOLE with costs to follow.

MONTREAL, January 17, 2017



MERCHANT LAW CLASS LLP

Attorneys for the Applicant

MERCHANT
LAW GROUP LLP

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 a Representative Plaintiff in the office of the Superior Court of Quebec in the judicial district of Montreal.

Defendants' Answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Street Est, Montréal, Québec, 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 Applicant.

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 a Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** Nissan North America Inc. – extract from the corporate database on the Tennessee Secretary of State's website;
- Exhibit P-2:** Nissan Canada Inc. extract from the *Registraire des entreprises du Québec*;
- Exhibit P-3:** Diagram of the Timing Chain Tensioning System and related components;
- Exhibit P-4:** Copy of the maintenance schedule for the 2004 Altima (with the VQ35 engine);
- Exhibit P-5:** Copy of the maintenance schedule for the 2005 Maxima;
- Exhibit P-6:** Copy of the maintenance schedule for the 2006 Quest;
- Exhibit P-7:** Copy of the maintenance schedule for the 2006 Xterra;
- Exhibit P-8:** Copy of the maintenance schedule for the 2007 Pathfinder;
- Exhibit P-9:** Copy of the maintenance schedule for the 2005 Frontier (with the VQ40 engine);
- Exhibit P-10:** Nissan Technical Service Bulletin Reference No. NTB07-042c

These Exhibits 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.

Montreal, January 17, 2017

Merchant Law Group LLP

Merchant Law Class LLP

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Notifications : rdupont@merchantlaw.com

Attorneys for the Applicant

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

TO: NISSAN CANADA INC.
5290 Orbitor Dr
Mississauga, Ontario
L4W 4Z5
Canada

and

TO: NISSAN NORTH AMERICA, INC.
One Nissan Way
Franklin, Tennessee
37067
United States of America

and

TO: NISSAN MOTOR CO., LTD.
1-1, Takashima 1-chome, Nishi-ku
Yokohama-shi, Kanagawa
220-8686
Japan

TAKE NOTICE that the present FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF will be presented before one of the Honourable Judges of the Superior Court of Québec, at the Montreal courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montréal, on the date set by the coordinator of the class actions chamber.

PLEASE ACT ACCORDINGLY.

Montreal, January 17, 2017.

Merchant Law Group LLP

Merchant Law Class LLP
Attorneys for the Applicant

500-06-000839-171

SUPERIOR COURT
DISTRICT OF MONTREAL

FRANCIS LEVESQUE

Applicant

VS

NISSAN CANADA ET AL.

Respondents

**APPLICATION FOR AUTHORIZATION TO INSTITUTE
A CLASS ACTION AND TO APPOINT A
REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P. and following)**

ORIGINAL

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