

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

**SUPERIOR COURT
(Class Action Division)**

No.: 500-06-001100-201

EMIL FLOREA

and

JEFFERY HALL

Petitioners

v.

FCA US LLC, legal person duly constituted having its head office at 1000 Chrysler Drive, City of Auburn Hills, State of Michigan, 48326-2766, U.S.A.

and

FIAT CHRYSLER AUTOMOBILES N.V., legal person duly constituted having its head office at 25 St. James's Street, City of London, England, SW1A 1HA, United Kingdom

and

FCA CANADA INC., legal person duly constituted having its head office at 1 Riverside Drive West, City of Windsor, Province of Ontario, N9A 5K3

Respondents

**APPLICATION FOR AUTHORIZATION TO EXERCISE A CLASS ACTION AND TO
BE APPOINTED AS REPRESENTATIVE PLAINTIFF
(Article 574 C.C.P. and following)**

IN SUPPORT OF THEIR MOTION, THE PETITIONERS RESPECTFULLY SUBMIT AS FOLLOWS:

I. DEFINITIONS

1. In this document, in addition to the terms that are otherwise defined within, the following terms have the following meanings:
 - a) **“Class” or “Class Members”** means all residents of Quebec who were or are the registered owners and/or lessees of Subject Vehicles, other than Excluded Persons;
 - b) **“Class Vehicles” or “Subject Vehicles”** means all 2017-2020 Model Year Chrysler Pacifica Plug-In Hybrid vehicles subject to Transport Canada Recall 2020-254.
 - c) **“CCQ”** means the *Civil Code of Quebec*;
 - d) **“Respondents”** means the Respondents to this action, Fiat Chrysler Automobiles N.V., FCA US LLC, and FCA Canada Inc;
 - e) **“Electrical Defect”** means the defect of the 12-volt battery isolator post in the Subject Vehicles, as described more fully below;
 - f) **“Emil”** means the Petitioner Emil Florea;
 - g) **“Excluded Persons”** means the Respondents, any entity or division in which the Respondents have a controlling interest, and their legal representatives, officers, directors, assigns, heirs and successors;
 - h) **“Jeffery”** means the Petitioner Jeffery Hall;
 - i) **“Petitioners”** means Emil and Jeffrey;

II. INTRODUCTION

1. The Chrysler Pacifica Hybrid is a hybrid electric minivan designed, manufactured, distributed and sold by the Respondents throughout Canada;
2. On June 10th, 2020, Transport Canada issued Recall 2020-254, recalling 3,404 Chrysler Pacifica Hybrids across Canada affected by a dangerous electrical system defect (the “Electrical Defect”). This recall was part of a wider North American recall concerning the Electrical Defect. Transport Canada’s Recall Details for Recall 2020-254 (the “Recall Details”) are attached as **Exhibit P-1**;
3. The Electrical Defect rendered the Subject Vehicles inherently dangerous for ordinary use. According to the Recall Details, a defective 12-volt battery isolator post in the affected

vehicles' electrical systems may overheat and cause the vehicle to catch fire. These fires can start whether the vehicle is on or off;

4. The Petitioners owned a Chrysler Pacifica Hybrid which was destroyed in a fire on May 13, 2020. A subsequent forensic investigation by Wayne T. Chapdelaine of Rocmar Forensics determined that the fire was caused by the Electrical Defect. The report of Mr. Chapdelaine, dated August 10, 2020 (the "Forensic Investigation") is attached as **Exhibit P-2**;
5. The Petitioners plead that the Respondents knew, or ought to have known, of the Electrical Defect, yet negligently failed to warn them and other Class Members of the danger posed by the Electrical Defect. As well, the Respondents negligently failed to take timely steps to recall and repair the Electrical Defect in the Class Vehicles before their vehicles were damaged or destroyed by fire;
6. The Respondents' untimely recall is inadequate. It fails to compensate the Petitioners and other Class Members for the damages they suffered as a result of the Electrical Defect, as well as for costs incurred as part of the recall process;
7. The Petitioners bring this claim to recover remedies for the damages they and other Class Members suffered as a result of the Respondents' negligence;

III. THE CLASS

8. The Petitioners intend to institute a class action on behalf of the following Class, of which they are members:

"all residents of Quebec who were or are the registered owners and/or lessees of affected Subject Vehicles, other than Excluded Persons."

IV. PETITIONERS' CIRCUMSTANCES

9. Emil and Jeffery reside in Montreal, Québec. They were joint owners of a 2017 Chrysler Pacifica Hybrid with VIN 2C4RC1N77HR798079, which was seriously damaged in a fire caused by the Electrical Defect on May 13, 2020. Their vehicle was manufactured in May 2017;
10. On the afternoon of May 13, 2020, Jeffery came home from work and parked the family's 2017 Chrysler Pacifica Plug-In Hybrid in the driveway of their home. He plugged the vehicle in to charge its battery. The charger was situated close to their home;
11. Approximately an hour later, neighbors alerted Emil and Jeffery that smoke was coming out of their car. Emil and Jeffery called 911. The fire department arrived at their home and took over half an hour to put the fire out;
12. The vehicle was destroyed in the fire and declared a total loss by Emil and Jeffery's insurer. If their neighbours had not noticed smoke rising from the vehicle, the fire could have spread to Emily and Jeffery's home and injured or killed the occupants;
13. Emil and Jeffery retained the services of Rocmar Forensics to investigate the fire. The Forensic Investigation concluded that the fire was caused by the Electrical Defect.

Specifically, the investigators concluded that a high-resistance connection at the vehicle's 12-volt battery isolator post had caused electrical arcing which ignited the underlay and carpet behind the driver's seat;

14. The defect was unknown and could not have been known to the Petitioners;
15. Had the Petitioners known about this Electrical Defect, they would never have purchased the vehicle;
16. Emil and Jeffery borrowed Emil's parents' vehicle while awaiting compensation from their insurer for the fire caused by the Electrical Defect. Their insurer ultimately refused to compensate them for the extended warranty they had on their vehicle, as well as its new summer tires, which had been installed a few weeks previously. Their insurer has notified them that their premiums will increase as a result of the fire caused by the Electrical Defect;
17. The Respondents have not compensated Emil and Jeffery for the loss of their vehicle and the costs they incurred as a result of the fire;

V. THE RESPONDENTS

18. The Respondents design, engineer, manufacture, assemble, test, inspect, repair, label, advertise, promote, market, supply, distribute, and sell a wide variety of motor vehicles and motor vehicle parts throughout North America, including the Subject Vehicles;
19. The Respondent, Fiat Chrysler Automobiles N.V. is a multinational corporation with headquarters in London, England and the Netherlands;
20. The Respondent, FCA US LLC is the wholly-owned American subsidiary of Fiat Chrysler Automobiles N.V. It is an American corporation organized under the laws of Delaware and headquartered in Auburn Hills, Michigan;
21. The Respondent, FCA Canada Inc, is a wholly-owned subsidiary of FCA US LLC. It is a federal corporation incorporated pursuant to the laws of Canada under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 with its registered head office at 1 Riverside Drive West, Windsor, Ontario. It operates numerous assembly and manufacturing facilities in Canada;
22. FCA Canada Inc. was and is responsible for the exclusive distribution of the full line of Fiat Chrysler's North American models to affiliated retailers and dealerships in Canada, through which the Subject Vehicles were sold in the province of Québec. In addition to distribution, FCA Canada was, and is, responsible for the design, testing, manufacturing, assembly, inspection, marketing, sale and lease of the Subject Vehicles in Canada, including the province of Québec;
23. The Respondents were organized in such a way that they functioned as an ongoing, organized and continuing business unit sharing common purposes and objectives with overall management. Each of the Respondents was the agent of the other and each is solidarily liable for the acts and omissions of the others;

VI. RESPONDENTS' LIABILITY

a. The Electrical Defect

24. The Respondents designed, developed, tested, manufactured, distributed, marketed and sold the 2017-2020 Chrysler Pacifica Plug-In Hybrid Vehicles in Canada, including the province of Québec. The Respondents have promoted the Subject Vehicles as being safe and reliable;
25. However, the Subject Vehicles are affected by the Electrical Defect, a dangerous defect in the vehicles' electrical system, which makes the Subject Vehicles inherently dangerous for ordinary use. In affected vehicles, the 12-volt battery isolator post can experience a high-resistance electrical connection. High resistance electrical connections can lead to prolonged heating and fire, whether the vehicle on or off;
26. The recall notice distributed by FCA US LS LLC to American owners and lessors of defective Chrysler Pacifica Plug-In Hybrid vans attributed this defective high-resistance connection to "inadvertent liquid intrusion" into the Class Vehicles' electrical systems. This recall notice is attached as **Exhibit P-3**;
27. The attribution of the Electrical Defect to "inadvertent liquid intrusion" was repeated in FCA US LLC's Dealer Service Instructions for remedying the Electrical Defect, dated August 3, 2020 and attached as **Exhibit P-4**;

b. The Recall

28. As noted above, on June 10, 2020 Transport Canada issued Recall 2020-254, recalling 3,404 Class Vehicles across Canada affected by the Electrical Defect. The Recall Details attribute the Recall to the Electrical Defect and warn Class Members that the Electrical Defect poses a "Safety Risk" and can cause a fire even if the vehicle is parked;
29. The Recall Details advised Class Members to take precautions until their affected vehicles were repaired. Specifically, the Recall Details directed Class Members to avoid parking the vehicles inside of buildings or near other vehicles, as well as to keep liquids out of the backseat area;
30. This recall did not compensate Class Members for injuries or damage to property caused by the Electrical Defect. This recall also did not compensate Class Members for costs incurred as part of the recall process, such as time lost from work and costs incurred in securing alternate transportation during the repair;
31. On June 11, 2020, the American National Highway and Transportation Safety Agency ("NHTSA") also recalled the Chrysler Pacific Hybrid Plug-In minivan due to the Electrical Defect. The Part 573 Safety Recall Report filed by FCA US LLC with NHTSA on June 11, 2020 noted that 22,449 vehicles were affected and warned that that fires caused the Electrical Defect "may increase the risk of injury to occupants and persons outside of the vehicle, as well as property damage."

32. NHTSA designated the Electrical Defect recall with the code 20V-334, and FCA US LLC designated the recall with the code W46. The Part 573 Safety Recall Report concerning the recall is attached as **Exhibit P-5**;

c. The Class Vehicles' History of Dangerous Defects

33. The Subject Vehicles have been previously recalled by safety regulators due to dangerous defects;

34. On June 12, 2017, Transport Canada recalled 309 Chrysler Pacifica Hybrid Plug-in minivans due to a dangerous defect in the affected vehicles' electrical system which could cause a loss of motive power, increasing the risk of crash. The Recall Details for Transport Canada Recall #2017-301 are attached as **Exhibit P-6**;

35. On October 19, 2018, Transport Canada recalled 1,208 Chrysler Pacifica Hybrid Plug-in minivans due to a dangerous defect in the vehicles' engines and catalytic converters. When switching from electric mode to gasoline-engine-driven mode, the engines on affected vehicles would mis-synchronize and start improperly. This led to the engine taking in extra fuel and dumping it unburned, into the exhaust;

36. This unburned fuel in the catalytic converter could increase the risk of a fire in the engine or could cause the vehicle to stall while in motion if the gasoline engine did not start up properly. The Recall Details for Recall #2018-574 are attached as **Exhibit P-7**;

VII. THE RIGHTS OF ACTION

a. Article 1457 and 1458 of the Civil Code of Québec

37. On behalf of themselves and all other Class Members who are residents of Québec, the Petitioners plead that the Respondents were negligent in designing, testing, manufacturing, distributing and warning the public about the risks posed by Class Vehicles affected by the Electrical Defect;

38. The Electrical Defect is dangerous. It has caused fires which have seriously damaged or destroyed Subject Vehicles owned by the Class Members, including the vehicle owned by the Petitioners;

39. The Respondents owed the Petitioners and the Class a duty of care to ensure that the Subject Vehicles were engineered, designed, developed, tested and manufactured free of dangerous defects, including the Electrical Defect;

40. The Respondents breached this duty of care by negligently designing, developing, assembling, testing, manufacturing, supplying, inspecting, marketing, leasing and/or selling the Subject Vehicles and by failing to ensure that they were fit for their intended purpose and free from the Electrical Defect;

41. It was reasonably foreseeable that the Class Members would trust and rely on the Respondents' skill in purchasing the Subject Vehicles. The Respondents also knew and it was reasonably foreseeable that, if the Subject Vehicles contained dangerous defects, they could catch fire and cause significant property damage or injury to Class Members. Further, it was reasonably foreseeable that the Electrical Defect would cause the value of

the Class Vehicles to diminish and they would be subject to recalls, both of which would cause economic harm to the Class Members;

42. The reasonable standard of care expected in the circumstances required the Respondents to act fairly, reasonably, honestly candidly and with due care in the course of designing, developing, testing and manufacturing the Vehicles and having them marketed and distributed. The Respondents, through their employees, officers, directors and agents failed to meet the reasonable standard of care and similarly failed to warn the Class Members;
43. The defect in the Subject Vehicles is the result of the Respondent's negligent design of the Subject Vehicles over which it maintained control. The Respondents knew or ought to have known that the Electrical Defect was present in the Subject Vehicles at the time of manufacture, and the above-noted risks and dangers were reasonably foreseeable consequences of the defect. The Respondents could have reasonably employed safer and economical design alternatives. The design at issue offers no advantage to outweigh the significant dangers posed by the potential for a sudden vehicle fire;
44. The Respondents were also negligent in testing the Subject Vehicles. The Respondents had the duty to carry out rigorous tests to assess the risks and carefully monitor the safety of the Subject Vehicles. Such testing would have detected the Electrical Defect. They failed to do so;
45. In the alternative, to the extent the Respondents discovered the Electrical Defect after manufacturing of the Subject Vehicles had begun, the Respondents ought to have stopped such manufacturing and distribution until such time as the dangerous defect was fully remedied and it could produce cars safe for their intended use;
46. The Respondents negligently distributed and sold the Subject Vehicles in Canada. The Respondents knew or ought to have known of the Electrical Defect prior to manufacturing the Subject Vehicles and certainly prior to selling and distributing the Subject Vehicles throughout Canada. The Respondents and their authorized dealers negligently distributed and sold the Subject Vehicles containing the Electrical Defect throughout Canada, which were purchased or leased by the Class;
47. The Respondents failed to warn the Class Members of the Electrical Defect. Though the Respondents knew, or ought to have known, that the Electrical Defect posed a risk of dangerous fires in the Subject Vehicles, they failed to issue an adequate warning to the Class of the defect and the danger it posed to human life and property. By failing to give adequate notice of the defect, the Respondents were and are in breach of their statutory obligations under Section 10(1) of the *Motor Vehicle Safety Act*, S.C. 1993, c. 44. 16;
48. The Respondents' duty is reinforced by the Respondents' knowledge that as a Minivan, the Chrysler Pacifica Hybrid often carries multiple passengers. The Chrysler Pacifica Hybrid is marketed as a family car, and as a family car there are often children in the back seat, and sometimes sitting behind the driver's seat where the 12-volt isolator post is located;
49. The negligence of the Respondents resulted in damages and substantial risk to the safety and security of the Class Members. Had the Respondents complied with the required

standard of care, the Subject Vehicles would have been sold without the Electrical Defect and the Class Members would not have suffered the harms set out in this pleading;

50. Furthermore, applicable laws impose an obligation that the Subject Vehicles be fit for the purposes for which they are ordinarily used and durable in normal use for reasonable length of time;
51. The Respondents breached their legal obligations by failing to ensure that the Subject Vehicles were of merchantable quality and condition and fit for the use for which they were intended;
52. The Respondents' fault, negligence and breaches of legal duties and obligations are the direct and proximate cause of the harms, injuries and damages suffered by the Class Members for which they are entitled to compensation and full reparation;

VIII. THE SITUATION OF THE CLASS MEMBERS

a) Facts Giving Rise to an Individual Action by Each of the Members of the Class

53. The facts giving rise to an individual action on behalf of each Class Member against the Respondents, other than the facts set out above with the necessary adaptations, are as follows:
 - a) Every member of the Class has purchased and/or leased a Subject Vehicle;
 - b) All Class Members will have suffered harm as a result of the Electrical Defect and ensuing product recall. None of the Class Members were adequately warned about the risk posed by the Electrical Defect, and had no actual or constructive knowledge of same;
 - c) None of the Class Members would have suffered harm but for the acts and omissions of the Respondents;
 - d) All of the Class Members are entitled to claim from the Respondents at least one or more of the following as damages:
 - i) Property damage resulting from fires caused by the Electrical Defect;
 - ii) Overpayment of the purchase price and/or lease payments of the Subject Vehicles;
 - iii) Lower resale value/diminished value of the Subject Vehicles;
 - iv) Out-of-pocket losses incurred in the recall process, including, *inter alia*, time taken off work to effect repairs and the costs of alternative transportation while Subject Vehicles were being repaired;
 - v) Increase in insurance premiums as a result of fires caused by the Electrical Defect;
 - vi) Cost of future attempted repairs;
 - vii) Damages for fear and anxiety;
 - viii) Loss of use and enjoyment of the Subject Vehicles and,
 - ix) Trouble and inconvenience.
 - e) In addition, and as set out above, all Class Members are entitled to claim from the Respondents moral, aggravated and/or punitive damages in an amount to be determined by the Court for their gross negligence and complete disregard for the life,

health, safety and bodily integrity of the Petitioner and other Class Members, rights protected under art. 1 of the Quebec *Charter*; and,

- f) All of these damages to the Class Members are a direct and proximate results of the Respondent's' conduct.

IX. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

a. The composition of the Class makes it difficult or impractical to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings

- 54. The Petitioners are unaware of the exact number of persons who purchased and/or leased the Subject Vehicles in the Province of Québec. It likely exceeds hundreds. Class Members are numerous and scattered across the province;
- 55. 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 Respondents. Even if Class Members themselves could afford individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Respondents would increase delay and expense to all parties and to the court system;
- 56. Also, a multitude of actions instituted in different jurisdictions, both territorial and judicial districts, risks having contradictory judgments on issues of act and law that are similar or related to all members of the Class;
- 57. These facts demonstrate it would be impractical, if not impossible, to contact every member of the Class to obtain mandates and to join them in one action;
- 58. In these circumstances, a class action is the only appropriate procedure for all the members of the Class to effectively pursue their respective rights and have access to justice;

b. The claims of the members of the Class raise identical, similar or related issues of law or fact

- 59. Individual issues, if any, pale by comparison to the numerous common issues that will advance the litigation significantly;
- 60. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, the Respondents' negligence in the design, manufacture, testing, distribution and sale of Subject Vehicles affected by the Electrical Defect;
- 61. The identical, similar or related questions of fact and law between each Class Member and the Respondents which the Petitioners wish to have decided by the class action are as follows:

- a) What is the Electrical Defect? Does it contribute to the risk of fire in the Subject Vehicles?
- b) Did the Respondents know, or should they have known, of the risks posed by the Electrical Defect prior to the issuance of Recall 2020-254 in Canada? If so, when?
- c) Did the Respondents know about the Electrical prior to the issuance of Recall 2020-254?
- d) Did the Respondents fail to conduct adequate testing on the Subject Vehicles prior to and after marketing them to Canadians? If so, does this failure constitute a civil wrong?
- e) Did the Respondents have a duty to adequately warn the Petitioners and Class Members about the Electrical Defect? If so, did they fail to fully discharge this duty? Did the Respondents knowingly, recklessly, or negligently misrepresent the risk posed by the Electrical Defect to Class Members?
- f) Were the Subject Vehicle fit for the purpose for which they were intended?
- g) Are the Respondents responsible for all related damages (including, but not limited to: the Overpayment of the purchase price and/or lease payments of the Subject Vehicles, the lower resale value of the Subject Vehicles, increased fuel expenditures, out-of-pocket loss, the cost of future attempted repairs, and trouble and inconvenience) to Class Members as a result of their misconduct and in what amount?
- h) If the Respondents are found to have committed one or more civil wrongs, have this or these wrongs caused a prejudice to the Petitioners and the Class Members? If so, what compensatory, moral and financial damages are they entitled to recover from the Respondents and are the Respondents solidarily liable in that respect?
- i) Are the Petitioners and the Class Members entitled to claim aggravated, special and/or punitive damages from the Respondents, and if so, what is the amount of such damages?

X. INDIVIDUAL QUESTIONS

62. The only individual questions of fact and law that remain after the resolution of the common issues are the nature of harm suffered by, and the quantum of damages of, each member of the Class;

XI. THE NATURE OF THE RECOURSE

63. The nature of the recourse which the Petitioners wish to advance on behalf of the Class Members is a civil liability damages action;

XII. CONCLUSIONS SOUGHT

64. The conclusions sought by the Petitioners are:

GRANT the class action of the Petitioners and each of the members of the Class;

ORDER the Respondents buy back the Subject Vehicles at the original sale price or return any and all lease payments;

DECLARE the Respondents solidarity liable for the damages suffered by the Petitioner and each of the members of the Class;

CONDEMN the Respondents to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

CONDEMN the Respondents to pay to each of the members of the Class, punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Respondents to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Respondents 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 Respondents to bear the costs of the present action including expert and notice fees; and,

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the Class.

XIII. REPRESENTATIVE STATUS

65. The Petitioners request that they be ascribed the status of representative of the Class for the following reasons:

- a) They are all Class Members;
- b) They are well informed of the facts alleged in this application;
- c) They have all the required time, determination and energy to bring this matter to a conclusion and adequately represent the Class Members;
- d) They cooperate with their attorneys and respond diligently and articulately to requests they make and they fully comprehend the nature of the class proceedings; and

- e) They are not aware of any conflict of interest with other Class Members;
66. The Petitioners are domiciled in the District of Montreal;
67. The present motion is well-founded in fact and law;

WHEREFORE, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the institution of a class action as a civil liability action for damages;

GRANT the status of representative to the Petitioners for bringing the said class action for the benefit of the Class as follows:

“all residents of Quebec who were or are the registered owners and/or lessees of affected Subject Vehicles, other than Excluded Persons.”

IDENTIFY the principal questions of fact and law to be determined collectively as the following:

- a) What is the Electrical Defect? Does it contribute to the risk of fire in the Subject Vehicles?
- b) Did the Respondents know, or should they have known, of the risks posed by the Electrical Defect prior to the issuance of Transport Canada Recall 2020-254? If so, when?
- c) Did the Respondents know about the Electrical prior to the issuance of Transport Canada Recall 2020-254?
- d) Did the Respondents fail to conduct adequate testing on the Subject Vehicles prior to and after marketing them to Canadians? If so, does this failure constitute a civil wrong?
- e) Did the Respondents have a duty to adequately warn the Petitioners and Class Members about the Electrical Defect? If so, did they fail to fully discharge this duty? Did the Respondents knowingly, recklessly, or negligently misrepresent the risk posed by the Electrical Defect to Class Members?
- f) Were the Subject Vehicle fit for the purpose for which they were intended?
- g) Are the Respondents responsible for all related damages (including, but not limited to: the Overpayment of the purchase price and/or lease payments of the Subject Vehicles, the lower resale value of the Subject Vehicles, increased fuel expenditures, out-of-pocket loss, the cost of future attempted repairs, and trouble and inconvenience) to Class Members as a result of their misconduct and in what amount?

- h) If the Respondents are found to have committed one or more civil wrongs, have this or these wrongs caused a prejudice to the Petitioners and the Class Members? If so, what compensatory, moral and financial damages are they entitled to recover from the Respondents and are the Respondents solidarily liable in that respect?
- i) Are the Petitioners and the Class Members entitled to claim aggravated, special and/or punitive damages from the Respondents, and if so, what is the amount of such damages?

ORDER THAT the conclusions sought with respect to such questions be identified as follows:

GRANT the class action of the Petitioner and each of the members of the Class;

DECLARE that the Respondents failed to warn the Petitioners and the Class Members and/or made misrepresentations about the Electrical Defect's propensity to cause or materially contribute to fires in the Subject Vehicles;

CONDEMN the Respondents solidarily to pay to Petitioners and the Class Members the total damages awarded by the court for their physical, psychological, financial, economic and moral damages incurred as well as for loss of income and past and future care costs, with interest at the legal rate and additional indemnity pursuant to Article 1619 of the *Civil Code of Québec*, as of and from the date of service;

CONDEMN the Respondents to pay to the Petitioners and the Class Members punitive damages in an amount determined by the Court, with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Québec*, as of and from the date of service;

ORDER the collective recovery of damages of the Class Members;

CONDEMN the Respondents solidarily to pay such other amounts and grant the Class Members such further relief as this Honourable Court may determine as being just and proper; and

THE WHOLE with costs, including the costs of all exhibits, expert fees and publication notices.

DECLARE THAT any Class Member who has not opted out of the Class be bound by any judgment to be rendered on the class action in accordance with the *Code of Civil Procedure*;

ORDER THAT the deadline for opting out be fixed at sixty (60) days from notice to Class Members and that at the expiry of the deadline, any Class Member who has not opted out be bound by any such judgment;

ORDER the publication of a notice to the Class Members (in accordance with Article 576 C.C.P.) according to the terms to be determined by the Court and to be published once in the daily newspapers *La Presse*, *The Gazette* and any other newspaper as ordered by the Court;

ORDER THAT the Respondents and counsel for the Petitioners publish the notice to the members of the Class, in French and in English on a website to be determined;

ORDER THAT the Respondents be ordered to pay the translation and publication costs of the notice to the Class;

ORDER THAT the deadline for publishing the notice to the Class be thirty (30) days from the date of final judgment on the present motion;

ORDER THAT the record be referred to the Chief Justice so that he may fix the district wherein the class action is to be brought and the judge before whom it will be heard;

THE WHOLE with costs, including the expert fees and costs of all publication notices.

Montréal, November 10, 2020



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